Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

CITY OF Fayetteville ARKANSAS

ALDERMEN
Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
May 20, 2014

A meeting of the Fayetteville City Council will be held on May 20, 2014 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Bi-Monthly Report on Public Transit in Fayetteville**

Agenda Additions:

A. Consent:

1. Approval of the May 06, 2014 City Council meeting minutes. **APPROVED**

2. **Garver, LLC:** A resolution to approve a professional engineering services agreement with Garver, LLC for design services for Kessler Mountain water main improvements in an amount not to exceed $105,600.00, and to approve a budget adjustment.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 99-14

3. **Highway 16 Bridge Project:** A resolution to authorize the conveyance of utility easements to the City of Elkins for water and sewer line relocations for the Highway 16 bridge project.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 100-14

4. **Community Resources Division Budget Adjustment:** A resolution to approve a budget adjustment in the total amount of $8,926.00 representing citizen donation revenue for 2013 and 2014 and an ASPCA Grant for the Ranger's Pantry Pet Food Bank; donation revenue from the Fraternal Order of Police for the Senior Giving Tree Event; and CDBG program income received from a housing program lien payoff and taxi refund.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 101-14

B. Unfinished Business: None

C. Public Hearing:

1. **Stroud Investment Properties, LLC:** A resolution to order the razing and removal of a dilapidated and unsafe structure owned by Stroud Investment Properties, LLC located at 540 North Betty Jo Drive in the City of Fayetteville, Arkansas, and to approve a budget adjustment.

   THIS RESOLUTION WAS TABLED TO THE JUNE 3, 2014 CITY COUNCIL MEETING.

D. New Business:

1. **VAC 14-4674 (Moore Lane in the Pines at Springwoods S/D):** An ordinance approving VAC 14-4674 submitted by Jorgensen & Associates for property located at Moore Lane in the Pines at Springwood to vacate utility and access easements.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5688

2. **VAC 14-4685 (Shiloh Dr. and Foxglove/Springwood C-PZD):** An ordinance approving VAC 14-4685 submitted by Jorgensen & Associates for property located at Shiloh and Foxglove Drive to vacate a portion of a utility easement.

   PASSED AND SHALL BE RECORDED AS ORDINANCE 5689

E. City Council Agenda Session Presentations:

1. **Annual Report from CH2M Hill** – Billy Ammons & Duyen Tran

2. **Woolsey Homestead Historic Assessment Report** – Don Marr, Chief of Staff

F. City Council Tour:

G. Announcements:

Adjournment: 5:57 p.m.

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

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A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

City Council Meeting: **May 20, 2014** **Adjourn:** 5:57 p.m.

Subject:	**Roll**				
	Petty	✓			
	Tennant	absent			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Mayor Jordan	✓			

8-1

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Kinion				
	Mayor Jordan				

City Council Meeting: **May 20, 2014**

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Long			
minutes approved 99-14 thru 101-14	**Petty**	✓			
	Tennant	absent			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Mayor Jordan	—			

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Kinion				
	Mayor Jordan				

City Council Meeting: **May 20, 2014**

Subject:	**None**				
Motion To:					
Motion By:					
Seconded:					
B. 1 Unfinished Business	**Petty**				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Kinion				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Kinion				
	Mayor Jordan				

City Council Meeting: **May 20, 2014**

Subject:	**Stroud Investment Properties, LLC**				
Motion To:		Table for 2 wks			
Motion By:		Long			
Seconded:		Petty			
C. 1 Public Hearing	**Petty**	✓			
	Tennant	absent			
	Schoppmeyer	✓			
	Adams	✓			
Tabled to the June 3, 2014 City Council Meeting	**Long**	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Mayor Jordan	—	—	—	

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Kinion				
	Mayor Jordan				

City Council Meeting: **May 20, 2014**

Subject:	**VAC 14-4674 (Moore Lane in the Pines at Springwoods S/D)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Kinion	Kinion		
Seconded:		Adams	Marsh		
D. 1 New Business	**Petty**	✓	✓	✓	
	Tennant	absent	absent	absent	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
5688	**Mayor Jordan**	—	—	—	

7-0

Subject:	**VAC 14-4685 (Shiloh Dr. and Foxglove/Springwood C-PZD)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Petty		
Seconded:		Long	Gray		
D. 2 New Business	**Petty**	✓	✓	✓	
	Tennant	absent	absent	absent	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
5689	**Mayor Jordan**	—	—	—	

7-0

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith,** City Clerk

FROM: **Blake Pennington,** Assistant City Attorney

DATE: **May 21, 2014**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of May 20, 2014**

1. Garver, LLC: A resolution to approve a professional engineering services agreement with Garver, LLC for design services for Kessler Mountain water main improvements in an amount not to exceed $105,600.00, and to approve a budget adjustment.

2. Highway 16 Bridge Project: A resolution to authorize the conveyance of utility easements to the City of Elkins for water and sewer line relocations for the Highway 16 bridge project.

3. Community Resources Division Budget Adjustment: A resolution to approve a budget adjustment in the total amount of $8,926.00 representing citizen donation revenue for 2013 and 2014 and an ASPCA Grant for the Ranger's Pantry Pet Food Bank; donation revenue from the Fraternal Order of Police for the Senior Giving Tree Event; and CDBG program income received from a housing program lien payoff and taxi refund.

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B. Unfinished Business: None

C. Public Hearing:

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F. City Council Tour:

G. Announcements:

Adjournment:

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D.2 VAC 14-4685
Springwood C-PZD

EXHIBIT 'B'
VAC 14-4685

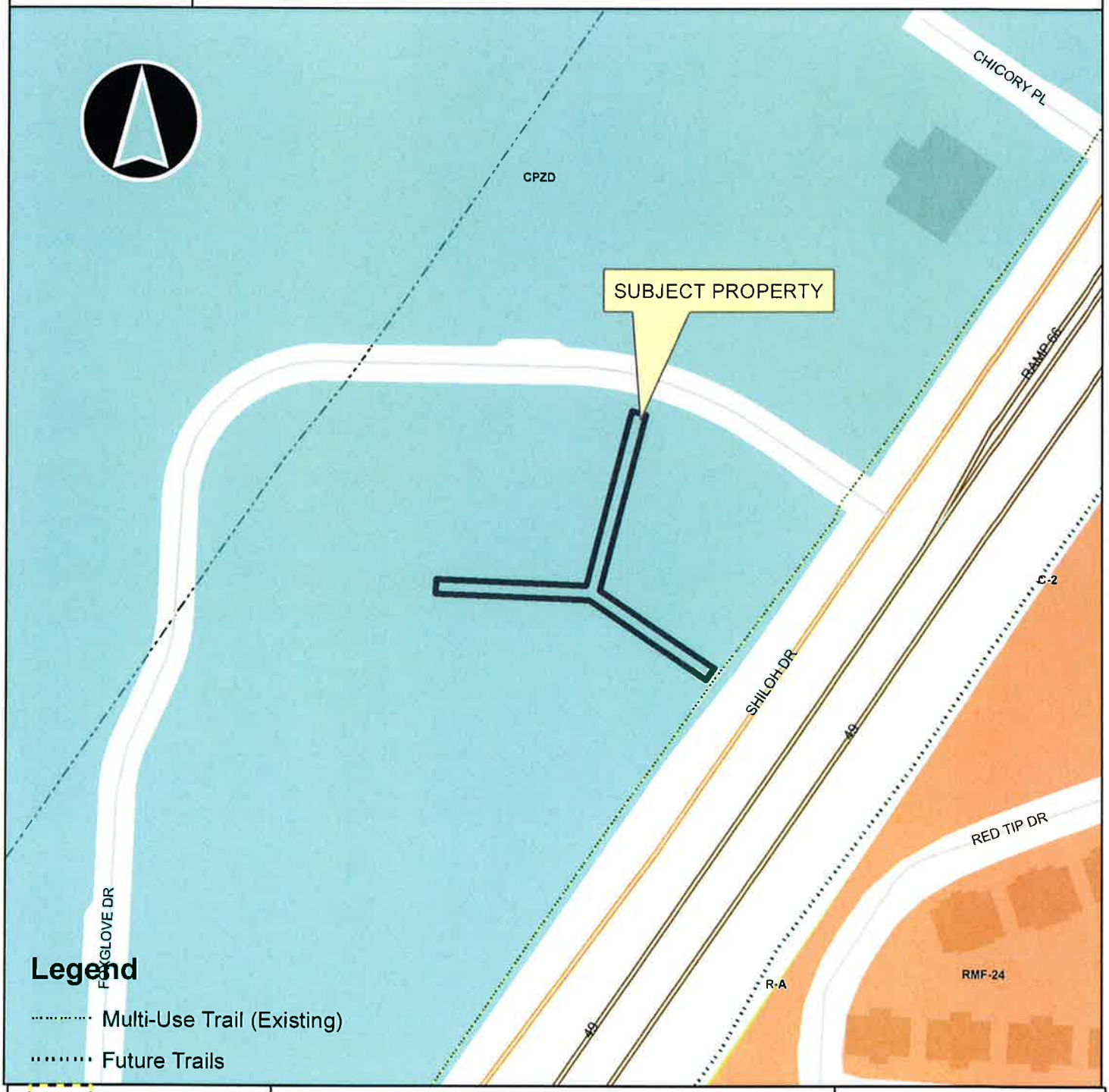
LEGAL DESCRIPTION: (UTILITY EASEMENT VACATION)

A 20 foot utility easement located between lots 13, 14 and 17 of Meadow Field Commercial Subdivision (Springwoods Lot 1) in Fayetteville, Arkansas as per plat of said subdivision recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being described as follows: Commencing at the SE Corner of said lot 13 thence N55°38'14"W 25.06 feet to the P.O.B. which is a point on the center of said 20 foot utility easement thence N55°38'14"W 197.65 feet to the SW Corner of said lot 13 thence N87°33'08"W 214.47 feet and also being beginning at the SW Corner of said lot 13 thence N14°43'01"E 256.24 feet and said previously described lines being the center of a 20 foot utility easement to be vacated.

VAC14-4685

Close Up View

SPRINGWOOD CPZD



Legend

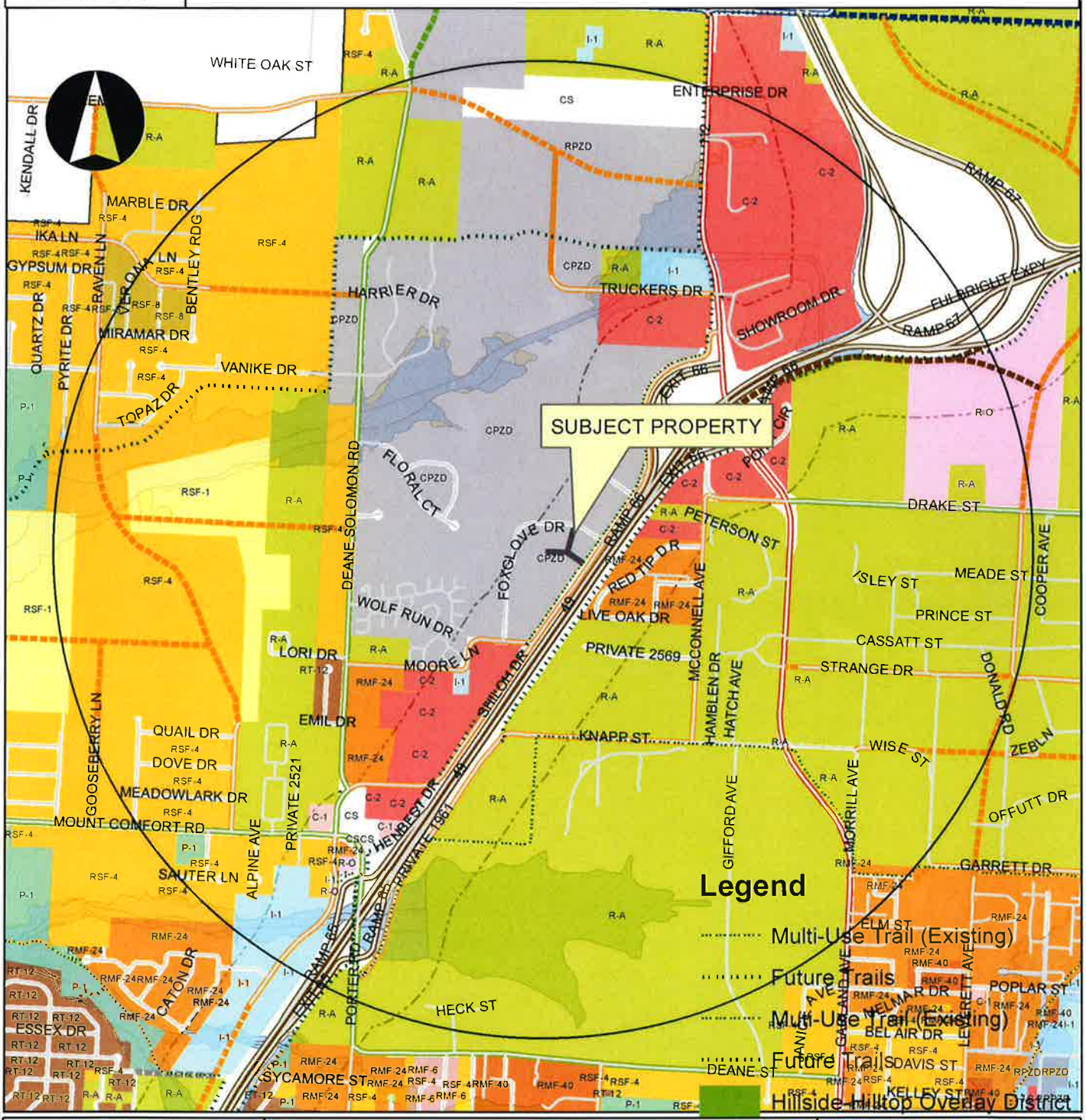
- Multi-Use Trail (Existing)
- Future Trails
- Overview: Fayetteville City Limits
- VAC14-4685
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

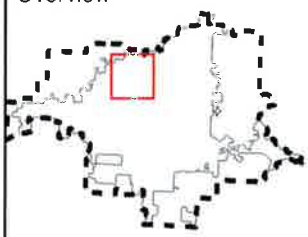
VAC14-4685

One Mile View

SPRINGWOOD CPZD



Overview



Legend

Subject Property

VAC14-4685

Boundary

VAC14-4685

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

CITY OF Fayetteville ARKANSAS

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City of Fayetteville Arkansas
City Council Meeting
May 06, 2014

A meeting of the Fayetteville City Council was held on May 06, 2014 at 5:30 PM 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 Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Martin Schoppmeyer, Rhonda Adams, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Adella Gray

Pledge of Allegiance

<u>Mayor's Announcements, Proclamations and Recognitions:</u>

Annual Arkansas Recreation and Parks Association Annual Conference Awards:

Connie Edmonston, Parks & Recreation Director stated she was pleased to announce the City of Fayetteville won three awards at the Arkansas Recreation and Parks Association conference. She presented the awards to the recipients and thanked them for their work.

Volunteer Group of the Year – Disc Golf Club
Volunteer of the Year – Diane Gaynor, Community Garden Leader
Natural Resource Award – Lake Fayetteville Prairie Restoration Project

City Council Meeting Presentations, Reports and Discussion Items:

Quarterly Financial Report – 1st Quarter 2014

Paul Becker, Finance Director gave a brief summary of the 1st Quarter Financial Report for 2014. A copy of the report was emailed to the City Council.

Agenda Additions: None

Consent:

Approval of the April 15, 2014 City Council meeting minutes.

Approved

Animal Services Donation Revenue: A resolution to approve a budget adjustment in the total amount of $9,588.00 representing donation revenue to Animal Services for the first quarter of 2014.

Resolution 83-14 as recorded in the office of the City Clerk.

2014 Bulletproof Vest Partnership Program: A resolution to authorize a fifty percent (50%) matching grant application to the 2014 Bulletproof Vest Partnership Program seeking a grant in the amount of $42,000.00 for the replacement of body armor vests for Fayetteville Police Officers and Emergency Response Team Officers.

Resolution 84-14 as recorded in the office of the City Clerk.

Garver, LLC: A resolution to approve a professional engineering services agreement with Garver, LLC for surveying and design services related to the installation of a propane fueling system at the Happy Hollow maintenance site in the amount of $33,800.00, approving a project contingency of $3,380.00, and approving a budget adjustment.

Resolution 85-14 as recorded in the office of the City Clerk.

Bid #10-47 King Electric Contractors: A resolution to authorize a contract with King Electrical Contractors in the amount of $37,770.00, pursuant to Bid #10-47, for the installation of LED trail light fixtures and light poles along the Tsa La Gi Trail, and to approve a ten percent (10%) project contingency.

Resolution 86-14 as recorded in the office of the City Clerk.

Bid #14-23 First Light and Whatley, Inc.: A resolution to authorize the purchase of LED trail light fixtures from First Light of Tulsa in the amount of $87,048.00 plus applicable sales tax, and to

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authorize the purchase of light poles from Whatley, Inc. in the amount of $29,744.00 plus applicable sales tax, pursuant to Bid #14-23, for installation along the Tsa La Gi Trail.

Resolution 87-14 as recorded in the office of the City Clerk.

McClelland Consulting Engineers, Inc.: A resolution to authorize a professional engineering services agreement with McClelland Consulting Engineers, Inc. in the amount of $371,396.00 for design and related services for improvements to Zion Road.

Resolution 88-14 as recorded in the office of the City Clerk.

Jorgensen and Associates, Inc.: A resolution to authorize a professional engineering services agreement with Jorgensen and Associates, Inc. in an amount not to exceed $387,000.00 for design and related services for the extension of Rupple Road from Persimmon Street to Martin Luther King, Jr. Boulevard.

Resolution 89-14 as recorded in the office of the City Clerk.

Amend Resolution 218-13: A resolution to amend Resolution No. 218-13 to approve a change order and authorize a payment in the amount of $3,451.74 to Royal Communications, Inc. for Phase One of the Access Control Project; to authorize a payment of $25,459.11 to Royal Communications, Inc. for equipment already purchased for Phase Two; to cancel the existing contract with Royal Communications, Inc. for Phases Two and Three; to approve a contract with Electra Link, Inc. through RFP 13-11 for Phases Two and Three of the Access Control Project in the total amount of $42,206.00; to authorize a ten percent (10%) project contingency; and to approve a budget adjustment.

Resolution 90-14 as recorded in the office of the City Clerk.

RJN Group, Inc.: A resolution to approve a contract with RJN Group, Inc. in the amount of $56,000.00 for professional engineering services, and to approve a budget adjustment.

Resolution 91-14 as recorded in the office of the City Clerk.

Whole Foods, Inc.: A resolution to express the City Council's intention to pay for the installation of a traffic signal at Masonic Drive and College Avenue if Whole Foods, Inc. constructs its store at this intersection and to approve a budget adjustment of $150,000.00.

Resolution 92-14 as recorded in the office of the City Clerk.

CH2M Hill Engineers, Inc. Amendment No. 5: A resolution to approve Amendment No. 5 to the agreement for operations, maintenance and management services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc. to increase the contract in the amount of $80,632.00 and approve a budget adjustment.

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Resolution 93-14 as recorded in the office of the City Clerk.

CH2M Hill Engineers, Inc.: A resolution to exercise a new five year option to renew the agreement for operations, maintenance and management services between the City of Fayetteville, Arkansas and CH2M Hill Engineers, Inc.

Resolution 94-14 as recorded in the office of the City Clerk.

Biobased Realty, LLC: A resolution to accept Biobased Realty, LLC's offer of $200,000.00 as satisfaction of the City's right to receive a portion of the increased sales price of the raw land sold to Biobased Realty, LLC if such land is sold within ten years.

Resolution 95-14 as recorded in the office of the City Clerk.

Alderman Tennant moved to accept the Consent Agenda as read. Alderman Adams seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

Unfinished Business: **None**

New Business:

Alderman Petty moved to amend the agenda and move the Block Avenue Parking to New Business #1. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

The following agenda item was moved from New Business # 8 to New Business # 1.

Block Avenue Parking: A resolution to reaffirm the back-in parking design on Block Avenue between Dickson Street and Spring Street.

Chris Brown, City Engineer gave a brief description of the resolution. He stated staff does not recommend any changes to the back-in parking.

Alderman Tennant: The existing islands, if those were removed, we wouldn't lose any parking spaces if we made changes. Is that true?

Chris Brown: We did not evaluate removing the islands. Some of those islands are to protect driveways and we would need to leave those in place. I don't know the answer to that if we eliminated some of the islands, if we would gain back those three spaces.

Alderman Tennant: Would that change the cost if we took the islands out?

Chris Brown: If you took them out totally, it would be comparable to the higher of the two cost.

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Alderman Tennant: I hear both good and bad about the islands.

Alderman Marsh: Is it true that some of those islands provide storm water filtration services?

Chris Brown: That is correct. The storm water does run through those islands and provides a filtration aspect.

Alderman Marsh: I've never had trouble backing into the spaces, but if I did, how far away would I have to park to access a pull-in front space?

Chris Brown: There is a city parking lot at the corner of Spring and Block Avenue, which is at the end of this block.

Alderman Marsh: So less than a block?

Chris Brown: Yes. There are also pull-in parking spaces on the other two blocks of Block Avenue towards the square.

Alderman Marsh: What about a parallel space?

Chris Brown: There are a couple of parallel spaces right at the very north end of Block Avenue and along Dickson Street as well.

Alderman Marsh: In less than a block I could find a variety of other ways to park my car if I was uncomfortable doing back-in?

Chris Brown: Yes.

Nancy Bittle, 2761 North Timberglen Lane stated she is a business owner and loves Fayetteville. She stated she has a difficult time with the back-in parking and believes it is difficult for a lot of residents and visitors to Fayetteville. She continued to voice her opinion and spoke in opposition of the back-in parking.

Diane Modisette, 1923 East Joyce Boulevard stated she has been a resident of Fayetteville for 50 years. She stated backing into an angled parking space is new to her and inpatient cars have honked their horns at her. She continued to voice her opinion and spoke in opposition of the back-in parking.

Camille Garland, 2824 Cluboak stated she works at Shag Salon on Block Avenue. She stated the back-in parking is a very big topic of conversation every day at her business. She stated back-in parking creates anxiety and she has lost clients due to the parking. She continued to voice her opinion and spoke in opposition of the back-in parking.

Alderman Tennant: Do you ever hear anybody complain that the lines or the numbers in the parking spaces are faded?

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Camille Garland: Yes. The letters that use to be on the front and on the side are gone.

Alderman Tennant: One of the reasons I heard from city staff of why it was going to cost so much to replace it, is because they didn't paint the lines. It is embedded in the pavement and in order to change it they were going to have to sand the pavement down.

Jeremy Pate, Development Services Director: The numbers are painted on with normal paint all throughout the downtown. The stripes are put on through a contract we have. They are thermal plastic. They are heated on to the pavement so that they stay longer.

Laura Underwood, 2375 North Fox Trail and business location is at 611 West Dickson Street. She stated she is a cyclist and thanked the city for all the improvements that have been made for cyclist in the community. She stated that Block Street creates a narrow corridor and can only accommodate one vehicle and impedes multi-purpose flow. She continued to voice her opinion and spoke in opposition of the back-in parking.

Richard Osborn, 26 East Center voiced his concerns and spoke in opposition of the back-in parking.

Jim Hill, Beaver Electric at 208 North Block Street stated that petitions were submitted and had over 500 signatures suggesting to change the parking back to pull-in parking. He continued to voice his opinion and spoke in opposition of the back-in parking.

Larry Davenport, 2632 North Charleston Crossing stated that we have had four years to evaluate this experiment. He stated he would like the council to acknowledge they have heard members of the community say they do not want back-in parking.

Tom Overby, 1855 West Pratt and business location is at 211 North Block stated that the meter identification is a real problem. He stated the number of parking spaces is his biggest issue. He stated he is in favor of the resolution.

Alderman Tennant: I would like to applaud the businesses that came here today and all the people who signed the petitions. It is really good when we see involvement. I have been against this parking since it started. My big question has always been, why didn't the city do it anywhere else? I think the intention was good. Several things on this council, just in the time I have been here, we've done and said at the end of it, let's try this. If it doesn't work, then we will go back and look at it again. I usually feel pretty comfortable when I say that. I will be a little more uncomfortable moving forward when we say that because the first thing I'm going to start asking is, how much will this cost to change it if we ever need too.

I spoke to a lot of the businesses up Block Street, not just the ones that are affected in this situation and most of them said, we are glad they stopped and didn't do it on up the road. I have a problem telling 500 citizens to get used to back-in parking. I have a real problem saying that we can't do this because it cost this much money. I think at some point we need to say this was a bad idea. It might work at some point in the future, but it is not working now. I am going to vote to change this. If I get out voted, I can promise each and every one of you that at the next budget session I

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will make this a priority to put it in the next budget.

Alderman Kinion: People that know me, know that I can be somewhat fiscally conservative. The arguments we have heard are emotional. They show the impact that this has had on individuals and businesses. I will not lose sight of these arguments as we move forward. However, my biggest concern is that I haven't heard a compelling story on why we have the urgency. We do have in place a budget that has already been approved with projects. We are already running a deficit in some other project areas and we are going to have to look seriously at how to resolve something that is evidently a problem.

I'm going to support the resolution as it is written and this is with the understanding of those that have brought concerns forward. I do see that your points are directly impacting your businesses and the way you feel about the parking situation. As we move forward we must correct the situation. In the short run, I don't know where we can get the money to do it. It sounds like I am supporting back-in parking, but that is not the case. I am supporting the fact that we would have to impact other projects on the end of a very rough winter. We have some infrastructure issues that we are having to deal with.

Alderman Long: Someone mentioned that emergency vehicles have trouble getting in and out of Block Street. Have you seen that as a problem?

David Dayringer, Fire Chief: Block Street has always been too narrow. We can get up and down the street. When it was designed, we took the ladder truck down there and made sure there was a place for it in the multi-story buildings. We made sure it could get around the curbs and corners. When there are cars on both sides of the street it is tight, but we will get through it.

Alderman Long: I had no idea how I was going to vote tonight. At first I was for changing it and then decided I should listen more to public input. Many in Ward 4 want this changed. When it went in I thought it was a terrible idea. I'm not going to vote to support the resolution. I think it is something that we need to come back to in the future if it stays the way it is.

Alderman Marsh stated she is going to support the resolution due to a wide variety of parking opportunities downtown within one block. She stated she attended a workshop on economic development and discussed the concept of shopping a district. She stated she doesn't have trouble backing into the parking spaces. She believes others do not either because they are occupied on a regular basis. She continued to say that she doesn't see the need to spend money to tweak a parking issue when there are so many other transportation needs in the city.

Mayor Jordan: When I went into this thing about four years ago, I wasn't a big fan of back-in parking. The staff came in and began to show me the advantages of back-in parking. We were trying to develop a street that was along the new urbanism design. Prior to that, I can't tell you the amount of people that use to call and talk about the speeding up Block Street. We needed to put some sort of traffic calming measures in and we did. We wanted to make it more pedestrian friendly and so we put the wider sidewalks in.

The main thing that sold me on this was the safety aspect of it. When people back into a parking

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space, they unload and load their family from the rear. When you leave the area you can see where you are going. Why didn't we do the other two blocks?

Chris Brown: The original concept was for back-in parking on the block that it is installed on and also the block nearest to the square. The middle where the Little Bread Company is, was always pull-in because it was on the other side of the road. That was the concept that was approved. After the back-in parking, which was the first segment that was done was between Dickson and Spring. After that was put in, the Transportation Committee revisited the design and during construction changed the very southern end nearest the square. It was originally designed to have two of the three blocks. One of them was removed during the project because of the newness of the back-in parking and all of the questions about it.

Mayor Jordan: Matthew, you were on that committee. There was probably three or four months of discussion.

Alderman Petty: We had half a dozen meetings, counting the special public meetings.

Mayor Jordan: It was discussed at length. I studied the accident reports from the Fayetteville Police Department. From Spring Street to Dickson, there was a total of seven accidents. One of those was the one we had last week when the gentleman was traveling at a fast pace when he hit the meter. As far as car to car accidents with back-in parking, how many have we had?

Mike Reynolds, Deputy Chief of Police: In the block one section that we are talking about on back-in parking, we have had zero.

Mayor Jordan: The area from Meadow to Center, we have had a total of how many accidents?

Mike Reynolds: From 2010 to present, we have had 26 accidents that have occurred in that area.

Mayor Jordan: I am talking about backing up and hitting a car. What I came up with was about 17.

Mike Reynolds: 17 is correct.

Mayor Jordan: What I am seeing is that the pull-in parking that everybody considers safer, has created 17 accidents with people backing out into traffic. These are the facts. I support the staff and the back-in parking.

Alderman Tennant: Does the staff, based on these safety requirements support changing all the parking to back-in parking throughout the city?

Jeremy Pate: Since 2010 the only other downtown project we have done is Center Street. We looked at different options for that section, but it wasn't an option for that street. We haven't done any other projects that would allow for that to be utilized. We have talked about other projects when constructing streets. We have had private developers ask if they can provide back-in angled parking. We haven't seen any constructed yet, but we have had inquires.

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A discussion continued about the back-in parking options with future projects and development in the city.

Alderman Adams stated a few years ago there had been conversations about doing some changes on the square for restaurants to have outdoor seating. She stated she was supportive of the idea and the biggest problem encountered was people not wanting their parking taken away. She stated that the change was not made to allow outside seating to save the parking spaces. She stated she is supporting the resolution because the parking spaces are important and need to be preserved.

Alderman Petty: I voted against this four years ago. I was opposed to the design that got built and I had alternative designs drawn up. The reason we had so many meetings was because I insisted we talk about the alternative proposal I had. It failed. I was the only one to vote the way I voted. I didn't vote against it because it had back-in parking. Back then I tried so hard to get people that did business on that street to come to our meetings. I couldn't get hardly anybody to come. The folks on the street didn't participate in that discussion. The next time there is a project, you have to be there.

Alderman Marsh moved to approve the resolution. Alderman Kinion seconded the motion. Upon roll call the resolution passed 5-3. Alderman Kinion, Petty, Adams, Marsh, and Mayor Jordan voting yes. Alderman Tennant, Schoppmeyer, and Long voting no. Alderman Gray was absent.

Resolution 96-14 as recorded in the office of the City Clerk.

Alderman Long moved to amend the agenda and move the City Council Support for Firefighters to New Business #2. Alderman Marsh seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

The following agenda item was moved from New Business # 7 to New Business # 2.

City Council Support for Firefighters: A resolution to express the City Council's support of a legislative enactment to create a presumption that firefighters who develop certain forms of cancer developed those cancers through their work as firefighters.

Alderman Long gave a brief description of resolution. He thanked Mayor Jordan for co-sponsoring the resolution. He stated this is a resolution to support legislation at the state level to deem presumptive of illness in the line of duty for firefighters in the State of Arkansas. He stated that firefighters are exposed to carcinogens in two places mainly. He stated they are exposed through the air they breathe and things they touch in fires they are fighting and unventilated fire fighter houses.

A video was played discussing firefighters that have passed away from cancer.

Alderman Long: If one of our firefighters were to break their back during a fire and become disabled, it would be considered in the line of duty. If a firefighter were to be killed by a beam

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collapsing on them while attempting to save our lives, it would be considered in the line of duty. The family of the firefighter would be taken care of in these cases. However, if a firefighter develops certain forms of cancer after years of fighting fires, cancers that are medically linked to job requirements, their illnesses in the State of Arkansas would not be deemed in the line of duty.

Approximately 40 other states have passed legislation creating this presumption of illness linked to their on the job duties. Arkansas still falls behind and Arkansas law should be changed. It is time for our public to know the truth about the lack and care we offer to the survivors of our firefighters.

Alderman Petty: Thank you Alan and Mayor Jordan for bringing this forward. I would be honored to go to Little Rock with you and lobby for this.

Alderman Marsh stated she knows from working in the building industry how many toxins are in everyday building materials. She describe the many toxins that are in the materials. She stated that it would be impossible for a firefighter's health to not be adversely effected by exposure to toxins.

Duane Cromwell, 335 Baxter Lane stated more fireman die after they retire or have to retire from cancer than from being killed on the job while fighting a fire. He stated that Arkansas is one of the paltry ten states that do not make it easy to receive benefits for cancer from working in a diesel fueled fire station. He continued to speak in favor of the resolution.

Captain Mark Holloway, Springdale Fire Department stated that he and his fellow firefighters understand the risk. The obligation of government is to cover us when we suffer the harm that our job suffers us to.

David Dayringer, City of Fayetteville Fire Chief stated his appreciation for the show of support. He stated that President Abraham Lincoln said, "The nation shall care for him who has born the battle and his widows and his orphans."

Jimmy Vineyard, Representative of Fayetteville Firefighters Association stated his appreciation for the support in bringing the resolution forward. He stated that it is great to work for a city that looks after their employees. He stated he is in support of the resolution.

Scott Veredy, 2357 Winwood Drive stated he applauds the initiative and spoke in favor of the resolution.

Mayor Jordan: When I was a young man I worked for a construction company. We worked in a plant and we remodeling that plant. They took visqueen and put us in a room and visqueened us off. That was my first dose of cutting asbestos. It was so thick you could not see the person in front of you. Many of the workers in that particular room have gotten asbestos poisoning, but I have not. I told myself that I would make sure that other workers did not have to go through something like this.

This is what I know about firefighters. The alarm goes off, they get into a flying piece of metal and they go to a fire. They put out the fire and they go through those fumes. You know why they do it and what they say? They say they are going to protect the citizens and their property. I think

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it is time that we protected them. This is the right thing to do and it needs to be done now. I would like to encourage the Council to do the right thing and pass the resolution.

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

Resolution 97-14 as recorded in the office of the City Clerk.

Lose and Associates, Inc. Amendment No. 1: A resolution to approve Amendment No. 1 to the agreement for professional landscape, architectural and engineering services with Lose and Associates, Inc. in the amount not to exceed $726,022.00 for design and construction documentation of the Regional Park.

Alison Jumper, Parks & Recreation Department gave a brief description of the resolution.

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

Resolution 98-14 as recorded in the office of the City Clerk.

RZN 14-4659 (West Side of Beechwood and South of the Domain/Beechwood Properties): An ordinance rezoning that property described in rezoning petition RZN 14- 4659, for approximately 9.74 acres, located at the west side of Beechwood, south of the domain from I-1, Heavy Commercial/Light Industrial, to CS, Community Services.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Development Services Director gave a brief description of the ordinance. He stated that the Planning Commission voted 8-0 for approval and staff is recommending approval of the rezoning.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5683 as Recorded in the office of the City Clerk

VAC 14-4655 (Southwest Corner of Razorback and 15th/Razorback Student Housing): An ordinance approving VAC 14-4655 submitted by Crafton Tull for property located at the southwest corner of Razorback and 15th Street to vacate a portion of a utility easement.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Development Services Director gave a brief description of the ordinance. He stated that the Planning Commission and staff are recommending approval of the request.

Alderman Marsh: With this new development going in, will there be any infrastructure improvements required to that intersection or the sidewalks?

Jeremy Pate: Yes. There will likely be new sidewalks on both Razorback and on 15th Street. Hopefully, connecting all the way to the trail and also to connect to the sidewalks that are along the University Square Development.

A discussion followed about sidewalk and intersection improvements.

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

City Attorney Kit Williams read the ordinance.

Alderman Adams: What happens if we don't vacate this utility easement?

Jeremy Pate: The building would have to be pushed back off the street a bit. This is a form based code. The existing utility easement, which there are no utilities within it and there are no plans to put utilities within that utility easement prevents that from occurring right now. Their development plans places the utilities interior to the property and the conditions of approval reflect that. It could alternate the development plans as part of this project. The Planning Commission made recommendations in requirements as conditions of approval for this to occur. They are trying to pull the development away from the creek.

Alderman Adams: That is helpful. Thank you very much.

Alderman Kinion: Taking it out to the street for the very reason you said is pushing it right into where we are walking. It seems very crowded. I know there is a feeling that pushing things to the street makes it more pedestrian friendly, but that has not been my experience. I don't like to vacate things. In order to protect the stream it is going to be rather delicate over there. We have so much velocity as it approached that property that we do have to protect it. I think this is why it is

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important in this specific plan and design.

Mayor Jordan: The Razorback sidewalk is right on the road. You can feel it when the trucks go by you.

Alderman Adams: If we don't vacate it, then they can't build as big maybe.

City Attorney Kit Williams: This was an extremely difficult project to get finished on this particular site. It took a lot of work. I want to thank Jeremy for all of his work on this in order to make this project a reality and stay out of the creek as far as we were able to do. If there is nothing in the easement, then there is hardly any reason for us to maintain it. I think this is why it's being suggested that it be vacated. There is nothing to protect within the easement that was granted when it was thought there might be some need for it. It has been shown with the conditions of approval we have, the city will not need this easement. Is that correct?

Jeremy Pate: That is correct.

Alderman Marsh: This is a really good sight to be putting student housing on. It is very close to the university and it is served by transit. There are several restaurants and shops within walking distance. It will be on our trail system. This is a good place to be putting some density. I am glad that they were able to back off the stream.

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

City Attorney Kit Williams read the ordinance.

Alderman Kinion: This does have a history on this property as a lot of us know. It is my hope that we are going to improve the intersection and improve the walkability. I hope the density will improve the opportunity for the business growth in this area of town as well as connecting to the trail to bring more activity to the south side. They have tried to get this developed in the past and this seems as if it will work on this property.

Jeremy Pate: The development did have to decrease their unit count by quite a bit just to make the project fit. It does need to fit the property and meet the parking demand.

Alderman Adams: Thank you. I want us as a Council to be so thoughtful and careful on these student housing projects.

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

Ordinance 5684 as Recorded in the office of the City Clerk

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VAC 14-4656 (2693 Valencia Ave./Riverwood Homes): An ordinance approving VAC 14-4656 submitted by Riverwood Homes for property located at 2693 Valencia Avenue to vacate a portion of a utility easement and drainage easement, a total of approximately 42 square feet.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Development Services Director gave a brief description of the ordinance. He stated that the Planning Commission and staff are recommending approval of the request.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5685 as Recorded in the office of the City Clerk

I-PZD 14-4662 Industrial Planned Zoning District (701 W. North): An ordinance establishing an Industrial Planned Zoning District titled I-PZD 14-4662, Project Corral, located at 701 W. North Street; containing approximately 0.76 acres; amending the official zoning map of the City of Fayetteville; and adopting the zoning criteria and Associated Master Development Plan.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Development Services Director gave a brief description of the ordinance. He stated the proposed use for the sight is for a tap room and brewery for beer production. He stated that the Planning Commission and staff are recommending approval of the request.

Alderman Long: This is a brewery and so a lot of the waste will be beer. My concern is that it is next to the stream. I am wondering what would be done with that liquid waste.

Jason Corral, 1553 East Columbus Boulevard: I have talked with the Waste Water Treatment Plant. I told them about the scale that we were planning on working with. We considered the fact that maybe I might be brewing some bad batches of beer that have to go down the drain. That is where it will go. I was told that with the scale we are talking about it shouldn't be an issue.

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Alderman Long: You said drain and that was what I wanted to hear.

A discussion followed about the disposal of liquid waste.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5686 as Recorded in the office of the City Clerk

Environmental Consulting Operations, Inc.: An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of $33,000.00.

City Attorney Kit Williams read the ordinance.

Don Marr, Chief of Staff gave a brief description of the ordinance. He stated that he believes it is appropriate to suspend competitive bidding because of the long standing track record, the knowledge and the activities already done by ECO Incorporated on this site.

Bruce Shackleford, Environmental Consulting Operations discussed the Woolsey Wet Prairie. He spoke in favor of the ordinance.

Alderman Kinion stated that this project is one that our city should hold in great esteem with a great deal of pride.

Don Marr, Chief of Staff: This contract is 100% on the current wetland mitigation monitoring maintenance plan and a credit tracking program. This does not include any discussion related to any of our new adjacent sight. We feel very strongly in the expertise that we have in ECO Incorporated. If we start to talk about a new development item, it is important to go back out to bid again and select because that is the point at which we are starting over with an entire new process when that decision is made. We don't want to blur that because we have had inquiries about people who are interested in that. It will be a process, it will go through for selection in any new development.

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A discussion followed regarding mitigation credits.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5687 as Recorded in the office of the City Clerk.

City Council Agenda Session Presentations:

Economic Development Quarterly Report – Chung Tan

Regional Park Update – Alison Jumper, Park Planning Superintendent

Land for Sale Adjacent to Gulley Park Presentation – Wade Colwell

Announcements:

Don Marr, Chief of Staff: We have a lot of visitors coming to town this weekend for the University of Arkansans graduation on May 10, 2014.

We will have a Meet Your Trails Kickoff Program May 17, 2014 at 9:00 a.m. Meet at the pavilion at Lake Wilson for the Joe Clark Trail loop. We are starting a program that are for these scheduled where we will have a nature or trail walk with members of city administration and department heads. If citizens want a chance to see trails they may not be aware of and visit with people that they might not have met, they can come and check out a new trail.

We have some potential severe weather risk at the end of this week. We want to encourage citizens that we have the Fayetteville Alert System available to sign up and be notified. It is on the city website page. It is extremely important if people enrolled, they must enter an address.

The opening of our Mount Sequoyah Gardens improvement project will be May 12, 2014 at 5:30 p.m. We invite everyone to come and celebrate with us.

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I would like to congratulate the Government Channel staff for receiving two gold and one silver for both our Recycling Team Extended Version commercial they developed that is running in theatres and television. Our Recycling Team Edited Version and our Recycle Something Imaginary Playground advertisements which are competing nationally for awards.

Alderman Adams: The U of A School of Law graduation is May 17, 2014 at the Town Center at 2:00 p.m.

City Attorney Kit Williams: I would like to pass on some good news to the City Council. Several meetings ago you passed a refinancing for the Sewer Bonds. We were notified by Dennis Hunt of our underwriter Stephens Inc. that there is in that savings about $300,000. They were sold today.

City Council Tour: None

Adjournment: 8:20 p.m.

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

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Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

CITY OF Fayetteville ARKANSAS

ALDERMEN
Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
May 20, 2014

A meeting of the Fayetteville City Council will be held on May 20, 2014 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Bi-Monthly Report on Public Transit in Fayetteville**

Agenda Additions:

A. Consent:

1. Approval of the May 06, 2014 City Council meeting minutes.

2. **Garver, LLC:** A resolution to approve a professional engineering services agreement with Garver, LLC for design services for Kessler Mountain water main improvements in an amount not to exceed $105,600.00, and to approve a budget adjustment.

3. **Highway 16 Bridge Project:** A resolution to authorize the conveyance of utility easements to the City of Elkins for water and sewer line relocations for the Highway 16 bridge project.

4. **Community Resources Division Budget Adjustment:** A resolution to approve a budget adjustment in the total amount of $8,926.00 representing citizen donation revenue for 2013 and 2014 and an ASPCA Grant for the Ranger's Pantry Pet Food Bank; donation revenue from the Fraternal Order of Police for the Senior Giving Tree Event; and CDBG program income received from a housing program lien payoff and taxi refund.

B. Unfinished Business: None

C. Public Hearing:

1. **Stroud Investment Properties, LLC:** A resolution to order the razing and removal of a dilapidated and unsafe structure owned by Stroud Investment Properties, LLC located at 540 North Betty Jo Drive in the City of Fayetteville, Arkansas, and to approve a budget adjustment.

D. New Business:

1. **VAC 14-4674 (Moore Lane in the Pines at Springwoods S/D):** An ordinance approving VAC 14-4674 submitted by Jorgensen & Associates for property located at Moore Lane in the Pines at Springwood to vacate utility and access easements.

2. **VAC 14-4685 (Shiloh Dr. and Foxglove/Springwood C-PZD):** An ordinance approving VAC 14-4685 submitted by Jorgensen & Associates for property located at Shiloh and Foxglove Drive to vacate a portion of a utility easement.

E. City Council Agenda Session Presentations:

1. **Annual Report from CH2M Hill** – Billy Ammons & Duyen Tran

2. **Woolsey Homestead Historic Assessment Report** – Don Marr, Chief of Staff

F. City Council Tour:

G. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

> **Agenda additions.** A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.
>
> **Consent Agenda.** Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.
>
> **Old business and new business.**
>
> > **Presentations by staff and applicants.** Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.
> >
> > **Public comments.** Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.
>
> **Courtesy and respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

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

City of Fayetteville Item Review Form

2014-0177

Legistar File Number

5/20/14

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

Submitted By

Development Services

Department

Action Required:

A resolution awarding an Engineering Contract to Garver, LLC in an amount not to exceed $105,600 for preliminary and final design and related services for the Kessler Mountain Water Main Improvements Project.

Does this item have a cost? Yes

$105,600.00	$160,000.00	Engineering
Cost of this request	Category or Project Budget	Program or Project Name
5400.5600.5314.00	$0.00	Development Services
Account Number	Funds Used to Date	Program or Project Category
14015.1000	$54,400.00	Transportation Bonds
Project Number	Remaining Balance	Fund Name

Budgeted Item? Yes **Budget Adjustment Attached?** No

V20130812

ENTERED 5/6/14

ENTERED 5/16/14

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

5/6/14

Paul A. Becker 5-7-2014

5-7-14

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 20, 2014

TO: Mayor and City Council

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

FROM: Chris Brown, P.E., City Engineer

DATE: April 18, 2014

SUBJECT: **A resolution awarding an Engineering Contract to Garver, LLC in an amount not to exceed $105,600 for preliminary and final design and related services for the Kessler Mountain Water Main Improvements Project.**

RECOMMENDATION:
Staff recommends approval of a Contract with Garver, LLC in the amount of $105,600.00 for preliminary and final design and related services for the Kessler Mountain Water Main Improvements Project.

BACKGROUND:
The Kessler Mountain Water Tanks are fed by a single 30" waterline that connects to the tanks on the north side from Finger Road. The tanks are at the end of this 30" line which means that there is only a single feed to the tanks.

DISCUSSION:
An additional water line connection to the system is needed to provide a loop for these tanks that will strengthen the system as well as provide a back-up feed to the tanks if the 30" main is down for maintenance. A route for this water line has been establish through the proposed Regional Park Project which is on the south east side of Kessler Mountain. With the addition of this water line, the Regional Park will also have access to provide domestic and fire flows to the park development. The project includes approximately 6,500 linear feet of new 24 inch ductile iron water main from the Kessler Mountain elevated water storage tanks to Cato Springs Road.

Under this contract, Garver, LLC will provide preliminary and final design and related services for preliminary and final design and related services for the Kessler Mountain Water Main Improvements Project. Garver, LLC will also provide property surveys, legal descriptions for easements to be acquired, and related services to support property acquisition by the City. The contract amount will not exceed $105,600.00.

BUDGET/STAFF IMPACT:
This contract will be paid from funds available in the Water and Sewer Fund.

Attachments:
Engineering Agreement

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN SERVICES FOR KESSLER MOUNTAIN WATER MAIN IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $105,600.00, AND TO APPROVE 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 authorizes the Mayor to sign a professional engineering services agreement with Garver, LLC for design services for Kessler Mountain water main improvements in an amount not to exceed $105,600.00.

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

PASSED and **APPROVED** this 20th day of May, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar Version)

Budget Year	Division:	Engineering	Adjustment Number
2014	Dept.:	Development Services	
	Requestor:	Peggy Bell	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

$1,650,000 is requested in the Regional Park Waterlines project for the design and construction of a new 18" to 24" diameter water main from the Kessler Mountain water tanks, through the Regional Park to S. Cato Springs Road. The funding will come from a Transfer from Water Impact Fees.

COUNCIL DATE: 5/6/2014

LEGISTAR FILE ID#: **2014-0177**

BUDGET & INFORMATION MANAGEMENT USE

Kevin Springer
4/11/2014 8:46 AM

Budget Director Date

TYPE:

DESCRIPTION:

GLDATE:

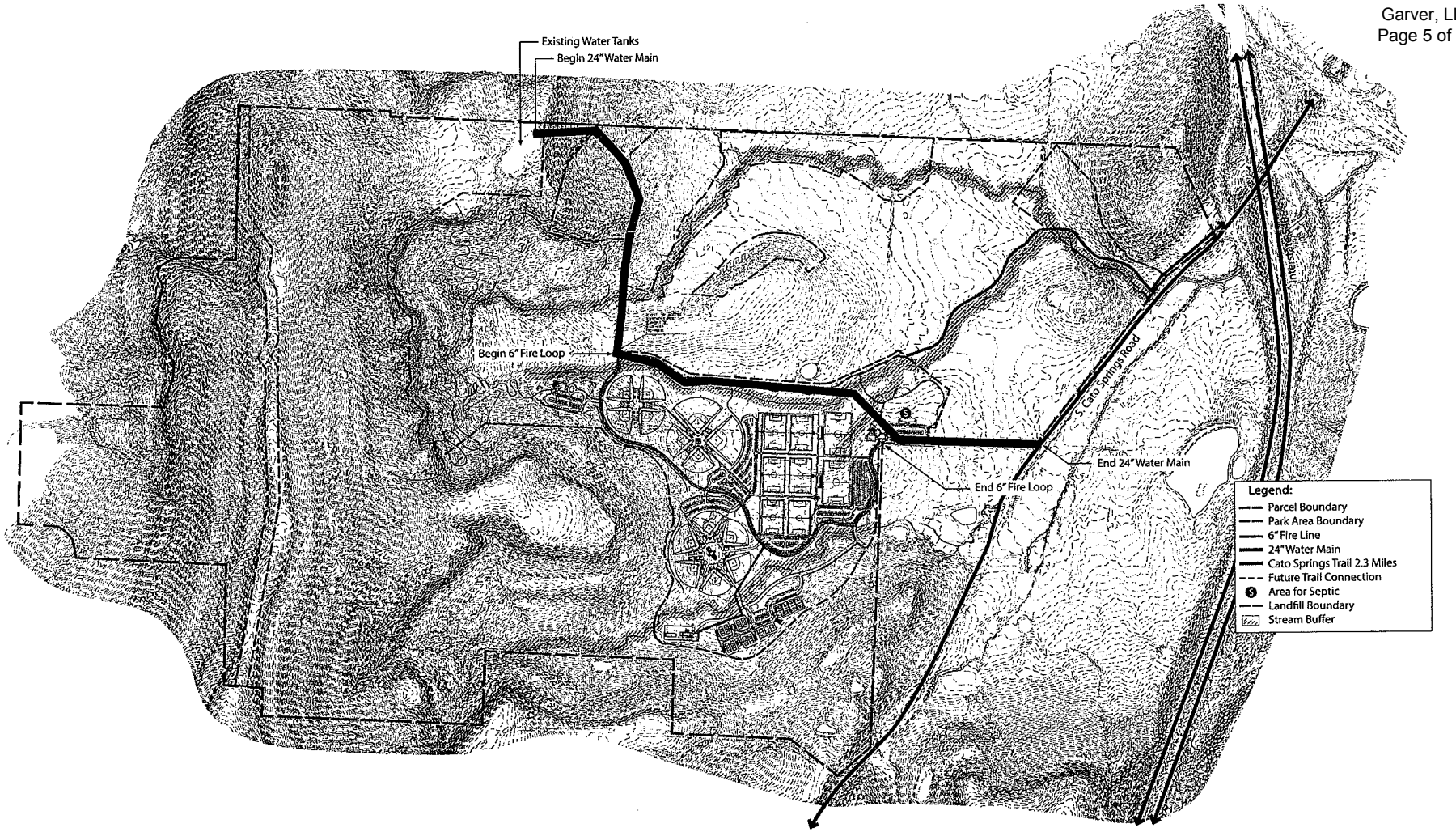
POSTED: /

RESOLUTION/ORDINANCE

v.20140331

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub	AT	Account Name
TOTAL	1,775,088	1,775,088				
5400.5600.5314.00	160,000	-	14015	1000	EX	Professional Services
5400.0940.6602.30	-	160,000	14015	1000	RE	Transfer from Impact Fee
5400.5600.5808.00	1,490,000	-	14015	2000	EX	Water Line Improvements
5400.0940.6602.30	-	1,490,000	14015	2000	RE	Transfer from Impact Fee
2300.9300.5808.00	(1,364,912)	-	07002	1	EX	Water Line Improvements
2300.9300.7602.40	1,490,000	-	07002	1401	EX	Transfer to Water & Sewer Fund
2300.0930.4999.99	-	125,088			RE	Use of Fund Balance

EXHIBIT
A



KESSLER MOUNTAIN WATER MAIN IMPROVEMENTS PROJECT

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

THIS AGREEMENT is made as of _____, 2014, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

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

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 Perform professional services in connection with the Project as hereinafter stated.

2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.

2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER:

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform his services under this Agreement.

3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.1.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

3.1.6 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

3.1.7 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement shall be based upon on a Unit Price or Lump Sum basis as described in Appendix A.

5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER'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 ENGINEER and as approved by CITY OF FAYETTEVILLE. Applications for payment

shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

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

5.4 Final Payment

5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

6.1.2 CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

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

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

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

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

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

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

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

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

6.6 Delays

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER in the performance of this Agreement, and disputes concerning payment.

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

6.8.3 Notice of Dispute

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

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

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

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

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE

may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

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

6.12 Ownership of Documents

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

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

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

6.13 Notices

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

CITY OF FAYETTEVILLE's address:
125 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
2049 E. Joyce Blvd, Suite 400
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

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

6.15 Controlling Law

6.15.1 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.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER 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 ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

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

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

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

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be

decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER 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. ENGINEER shall also maintain the financial information and data used by ENGINEER 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. ENGINEER will provide proper facilities for such access and inspection.

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

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

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER'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 ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

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

7.6 Arkansas Freedom of Information Act

7.6.1 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, ENGINEER will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor, Lioneld Jordan

ATTEST:
By: _____
City Clerk

ENGINEER

By:_____
Vice President, Scott Zotti

Digitally Signed
2014-04-15 13:48-05:00

By: _____
Project Manager

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes surveying, environmental, design, preparation of property acquisition documents, and bidding services for approximately 6,500 linear feet of new 24 inch ductile iron water main from the Kessler Mountain elevated water storage tanks to Cato Springs Road in Fayetteville, Arkansas.

2.2 Conceptual Design

GARVER will prepare plan and profile sheets at a 20 scale based upon GIS data and record drawings provided by the CITY OF FAYETTEVILLE and field investigation by GARVER. The conceptual design phase submittal drawings will include a cover sheet, sheet index, and plan and profiles with aerial photography. The drawings will show master plan regional park facilities, master plan roads and master plan trails already planned by the CITY OF FAYETTEVILLE. The drawings will represent approximately 30 percent of the final construction plans and exclude details and erosion control. GARVER will prepare an opinion of probable construction cost. GARVER will not begin surveys and environmental until the conceptual design is approved by the CITY OF FAYETTEVILLE in writing.

2.3 Surveys

2.3.1 Design Surveys

GARVER will provide field survey data for designing the project, and this survey will be tied to the CITY OF FAYETTEVILLE'S control network. Survey data from the Fayetteville Regional Park will be used and supplemented with new surveys, approximately 0.5 mile, from the regional park to the elevated water storage tanks.

GARVER will conduct field surveys, utilizing radial topography and GPS methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. GARVER will locate buildings and other structures, streets, drainage features, tree lines, visible utilities as well as those underground utilities marked by the CITY OF FAYETTEVILLE and ARKUPS, and any other pertinent topographic features that may be present at and/or along the project site. GARVER will establish control points for use during construction.

2.3.2 Property Surveys

GARVER will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with GARVER. Property surveys from the Fayetteville Regional Park will be used and supplemented with new property surveys from the regional park to the elevated water storage tanks.

2.4 Geotechnical Services – Not Used

2.5 Environmental Services

GARVER will perform wetland delineation for the entire project outside the Fayetteville Regional Park. GARVER will prepare a wetland report and submit to the US Army Corps of Engineers (USACE) requesting a jurisdictional determination if required. If USACE requires mitigation, a mitigation plan and approval is considered Extra Work outside this agreement. GARVER will also request authorization to proceed under a Nationwide 404 permit. If an individual 404 permit is required, it shall be considered

Extra Work outside this agreement. For stream crossings, the CITY OF FAYETTEVILLE will notify the Arkansas Department of Environmental Quality (ADEQ) during construction, and the CITY OF FAYETTEVILLE will pay all permitting fees for the Short Term Activity Authorization (STAA) outside this agreement. GARVER will note stream crossings on construction drawings. GARVER will prepare and submit initial clearance letters from the US Fish and Wildlife Service (USFWS) and the State Historic Preservation Office (SHPO). If USFWS or SHPO requires a cultural resource survey, an endangered species survey, or any other items, this shall be considered Extra Work outside this agreement. GARVER will prepare a Stormwater Pollution Prevention Plan (SWPPP). Surface disturbance will be limited to less than 5 acres. As such, submittal of the SWPPP and fee to ADEQ is considered Extra Work.

2.6 Preliminary Design

The preliminary design phase submittal will include all drawings including plan and profiles at a 20 scale, details, erosion control, and an opinion of probable construction cost. The preliminary design phase will represent approximately 75 percent of final construction contract plans. This submittal will include technical specifications and "front end" contract documents. GARVER will not begin final design until the preliminary design is approved by the CITY OF FAYETTEVILLE in writing. GARVER will coordinate and furnish preliminary drawings to affected utilities upon approval by the CITY OF FAYETTEVILLE.

2.7 Final Design

During the final design phase of the project, GARVER will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. GARVER will also make final field inspection with CITY OF FAYETTEVILLE, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids. GARVER will coordinate and submit plans to the Arkansas Department of Health and pay the review fee.

2.8 Property Acquisition Documents

GARVER will provide mapping as required for preparing easement acquisition documents for the CITY OF FAYETTEVILLE's use in acquiring the property. Documentation will include an individual tract map with description of temporary and permanent acquisition for each property. The fee for providing property acquisition documentation is based on permanent easement and temporary construction easements for no more than 3 properties. Property acquisition document preparation will begin after receiving the CITY OF FAYETTEVILLE's comments from the Preliminary Design review.

2.9 Bidding Services

During the bidding phase of the project, GARVER will:

1. Prepare and submit Advertisement for Bids to the CITY OF FAYETTEVILLE. The CITY OF FAYETTEVILLE will advertise in the newspaper, and GARVER will advertise on GARVER's on-line plan room.
2. Dispense construction contract documents to prospective bidders using GARVER's on-line plan room.
3. Support the contract documents by preparing addenda as appropriate.
4. Conduct a pre-bid meeting.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.

8. Prepare construction contracts for execution by the CITY OF FAYETTEVILLE and contractor.

2.10 Construction Phase Services

Contruction Phase Services are excluded and may be added by amendment as approved by the CITY OF FAYETTEVILLE and GARVER. Any work beyond preparing the construction contract documents for execution is considered Extra Work. In the event GARVER's Scope of Services under this agreement is not amended to include construction phase services, the CITY OF FAYETTEVILLE assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the CITY OF FAYETTEVILLE agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

2.11 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others as indicated, by GARVER:

1. Three copies of the Conceptual Design and opinion of probable construction cost
2. Electronic copies of all correspondence
3. Three copies of the Preliminary Design, specifications, and opinion of probable construction cost.
4. Three copies and electronic copy of the easement acquisition documents
5. Three copies of the Final Design, specifications, and opinion of probable construction cost.
6. Electronic copies of preliminary and final plans to each potentially affected utility company.
7. One copy of the issued for bid documents
8. Three copies of the contract documents for execution by CITY OF FAYETTEVILLE and contractor
9. Electronic files as requested

2.12 Extra Work

The following items are not included under this agreement but will be considered as Extra Work:

1. Redesign for the CITY OF FAYETTEVILLE's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Geotechnical services.
4. Design of any utilities relocation other than water.
5. Retaining walls or other significant structural design beyond that required for water main.
6. Construction materials testing.
7. Water tank coating inspection, tank mixing improvements, and any other water tank improvements beyond connection of new water main.
8. Hydraulic modeling.
9. Coordination with FEMA.
10. All construction services (notice to proceed, preconstruction conference, submittals, RFI's, RFP's, change orders, pay estimates, progress meetings, testing, inspection, closeout, record drawings, etc.)
11. Services after construction, such as warranty follow-up, operations support, etc.
12. AHTD Utility Permit.

13. Preparation of an individual 404 permit, wetlands mitigation, cultural resource survey, and work of any kind beyond request for clearance from USFWS and SHPO.
14. SWPPP permit fee and submittal to ADEQ.
15. ADEQ STAA.

Extra Work will be as directed by the CITY OF FAYETTEVILLE in writing for an additional fee as agreed upon by the CITY OF FAYETTEVILLE and GARVER.

2.15 Schedule

GARVER shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Conceptual Design	30 days from start date
Design and Property Surveys	21 days from approval of Conceptual Design
Preliminary Design	45 days from approval of Conceptual Design and completion of survey herein and survey for Fayetteville Regional Park
Property Acquisition Documents	14 days from approval of Preliminary Design
Final Design	30 days from approval of Preliminary Design contingent upon Fayetteville Regional Park design

3.1 Payment

For the work described herein (except for property record research and as may be modified for additional services required), the CITY OF FAYETTEVILLE will pay GARVER on an hourly rate basis. The CITY OF FAYETTEVILLE represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the CITY OF FAYETTEVILLE.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Conceptual Design	$18,800	Hourly Rate + Expenses
Surveys (Including ARKUPS and Record Research)	$14,700	
Environmental	$3,800	
Preliminary Design	$31,100	
Final Design (Including ADH Fee)	$22,500	
Property Acquisition	$4,200	
Bidding Services	$10,500	
TOTAL FEE	$105,600	

The CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be $105,600. The actual total fee may not exceed this estimate without authorization from the CITY OF FAYETTEVILLE. The rates shown in Appendix B will be increased 4% annually with the first increase effective on or about June 1, 2015. In conjunction with the annual rate increase, any unused portion of the total fee will be increased 4% annually on or about June 1, 2015. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional $0.05 for survey trucks/vans.
5. $20 per hour for GPS survey equipment use for Environmental Services only, excludes design and property surveys.
6. Direct cost for ARKUPS and ADH review fee.

The CITY OF FAYETTEVILLE will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the CITY OF FAYETTEVILLE for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the CITY OF FAYETTEVILLE, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the CITY OF FAYETTEVILLE.

Additional Services (Extra Work). For work not described or included herein but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased 4% annually with the first increase effective on or about June 1, 2015.

GARVER

APPENDIX B - Garver Hourly Rate Schedule
Water Main Improvements
Kessler Mountain to Cato Springs Road

Classification	Rates
Engineers / Architects	
E-1	$ 92.00
E-2	$ 106.00
E-3	$ 129.00
E-4	$ 155.00
E-5	$ 183.00
E-6	$ 228.00
M-1	$ 300.00
Planners / Environmental Specialist	
P-1	$ 108.00
P-2	$ 137.00
Designers	
D-1	$ 84.00
D-2	$ 99.00
D-3	$ 116.00
D-4	$ 138.00
Technicians	
T-1	$ 66.00
T-2	$ 84.00
T-3	$ 102.00
Surveyors	
S-1	$ 41.00
S-2	$ 54.00
S-3	$ 71.00
S-4	$ 100.00
S-5	$ 150.00
S-6	$ 163.00
2-Man Crew (Survey)	$ 169.00
3-Man Crew (Survey)	$ 210.00
2-Man Crew (GPS Survey)	$ 189.00
3-Man Crew (GPS Survey)	$ 230.00
Construction Observation	
C-1	$ 80.00
C-2	$ 103.00
C-3	$ 126.00
C-4	$ 163.00
Management/Administration	
M-1	$ 300.00
X-1	$ 52.00
X-2	$ 71.00
X-3	$ 99.00
X-4	$ 135.00

APPENDIX B - Garver Hourly Rate Schedule

CITY OF FAYETTEVILLE
WATER Main Improvements - Kessler Mountain to Cato Springs Road

FINAL DESIGN

WORK TASK DESCRIPTION	E-3	E-2	E-1	T-2	S-4	- Select Category -	- Select Category -
	$129.00	$106.00	$92.00	$84.00	$100.00	$0.00	$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Project Management and Administration	12						
General Notes, Survey Control	1		2				
Plan & Profile Drawings (13 Sheets)	4	20		30			
Construction Details	1		4	8	2		
Erosion Control Plans and Details	1	4		8			
Regional Park Coordination	8		8	16			
Coordination with Fayetteville	8						
Opinion of Probable Construction Cost	2		4				
Front End and Technical Specifications	4	8					
Workshop with Fayetteville	8						
Utility Coordination	2						
ADH Coordination	2						
ADL Coordination	1						
Final Field Inspections	4						
Easement Considerations	4			8			
Final Fayetteville Changes	4			8			
Subtotal - Civil Engineering	**66**	**32**	**18**	**78**	**2**	**0**	**0**
2. Structural Engineering							
Retaining Wall Layout/Elevations							
Bridge							
Structural Details							
Structural Specifications							
Subtotal - Structural Engineering	**0**	**0**	**0**	**0**	**0**	**0**	**0**
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	**0**	**0**	**0**	**0**	**0**	**0**	**0**
4. Electrical Engineering							
Subtotal - Electrical Engineering	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Hours	**66**	**32**	**18**	**78**	**2**	**0**	**0**
Salary Costs	$8,514.00	$3,392.00	$1,656.00	$6,552.00	$200.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$20,314.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$1,636.00	
Postage/Freight/Courier	$0.00	
Office Supplies/Equipment	$0.00	
Communications	$0.00	
ADH Review Fee	$500.00	
Aerial Photography	$0.00	
GPS Equipment	$0.00	
Computer Modeling/Software Use	$0.00	
Traffic Counting Equipment	$0.00	
Locator/Tracer/Thermal Imager Equipment	$0.00	
Travel Costs	$50.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$2,186.00**
SUBTOTAL:		**$22,500.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$22,500.00**

APPENDIX B - Garver Hourly Rate Schedule

CITY OF FAYETTEVILLE
WATER Main Improvements - Kessler Mountain to Cato Springs Road

FINAL DESIGN

WORK TASK DESCRIPTION	E-3	E-2	E-1	T-2	S-4	- Select Category -	- Select Category -
	$129.00	$106.00	$92.00	$84.00	$100.00	$0.00	$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Project Management and Administration	12						
General Notes, Survey Control	1		2				
Plan & Profile Drawings (13 Sheets)	4	20		30			
Construction Details	1		4	8	2		
Erosion Control Plans and Details	1	4		8			
Regional Park Coordination	8		8	16			
Coordination with Fayetteville	8						
Opinion of Probable Construction Cost	2		4				
Front End and Technical Specifications	4	8					
Workshop with Fayetteville	8						
Utility Coordination	2						
ADH Coordination	2						
ADL Coordination	1						
Final Field Inspections	4						
Easement Considerations	4			8			
Final Fayetteville Changes	4			8			
Subtotal - Civil Engineering	**66**	**32**	**18**	**78**	**2**	**0**	**0**
2. Structural Engineering							
Retaining Wall Layout/Elevations							
Bridge							
Structural Details							
Structural Specifications							
Subtotal - Structural Engineering	**0**	**0**	**0**	**0**	**0**	**0**	**0**
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	**0**	**0**	**0**	**0**	**0**	**0**	**0**
4. Electrical Engineering							
Subtotal - Electrical Engineering	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Hours	**66**	**32**	**18**	**78**	**2**	**0**	**0**
Salary Costs	$8,514.00	$3,392.00	$1,656.00	$6,552.00	$200.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$20,314.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$1,636.00	
Postage/Freight/Courier	$0.00	
Office Supplies/Equipment	$0.00	
Communications	$0.00	
ADH Review Fee	$500.00	
Aerial Photography	$0.00	
GPS Equipment	$0.00	
Computer Modeling/Software Use	$0.00	
Traffic Counting Equipment	$0.00	
Locator/Tracer/Thermal Imager Equipment	$0.00	
Travel Costs	$50.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$2,186.00**
SUBTOTAL:		**$22,500.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$22,500.00**

City of Fayetteville Item Review Form

2014-0178

Legistar File Number

5/20/14

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Matt Casey

Submitted By

Development Services

Department

Action Required:

Approval of a resolution granting Utility Easements to City of Elkins for water and sewer relocations for the Highway 16 bridge project.

Does this item have a cost? No

Cost of this request	Category or Project Budget	Program or Project Name
	$0.00	
Account Number	Funds Used to Date	Program or Project Category
	$0.00	
Project Number	Remaining Balance	Fund Name

Budgeted Item? No **Budget Adjustment Attached?** No

V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

ENTERED 4-22-14 DM

ENTERED 4/22/14

Comments:

4/22/14

Paul A. Becker 4-22-2014

4/22/14

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 20, 2014

TO: Mayor and City Council

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

FROM: Matt Casey, Engineering Design Manager

DATE: April 21, 2014

SUBJECT: Utility Easements for City of Elkins

RECOMMENDATION:
Staff recommends approval of a resolution granting Utility Easements to City of Elkins for water and sewer relocations for the Highway 16 bridge project.

BACKGROUND:
AHTD is replacing the Highway 16 bridge across the Middle Fork of the White River. As part of the utility relocations for this project, the City of Elkins will be relocating a water line and a sewer force main. The City of Fayetteville owns the property on both sides of the bridge in this location. Utility easements are necessary for the water and sewer relocations.

DISCUSSION:
McClelland Consulting Engineers have prepared the easement documents which are attached along with a letter from the Mayor of Elkins. The easement request has been reviewed by the Parks Department and the Water and Sewer Department. Both departments are in agreement with the dedication of the utility easements on this property.

BUDGET/STAFF IMPACT:
There will be no budget impact for this item.

Attachments:
Letter from the Mayor of Elkins
Easement documents

City of Elkins

Mayor- Bruce Ledford
bruceledford@elkins.arkansas.gov
Office Manager: Gayla Stahman
gaylastahman@elkins.arkansas.gov
www.elkins.arkansas.gov

1874 Stokenbury Rd
Elkins AR 72727
479-643-3400 Phone
479-643-3368 Fax

April 1, 2014

Mayor Lioneld Jordan
City of Fayetteville
113 W Mountain St.
Fayetteville, AR 72701

Re: Easements at Lake Sequoyah

Dear Mayor Jordan:

The Arkansas Highway and Transportation Department has advised the City of Elkins that they intend to replace the Highway 16 Bridge across the Middle Fork of White River. This is at the upper end of the Lake Sequoyah property owned by the City of Fayetteville.

In order to accommodate this bridge work, the City of Elkins needs to replace a segment of its water main on the south side of Highway 16, east of the river. Elkins also needs to replace a segment of its sewage force main, which currently is attached to the north side of the existing bridge. McClelland Consulting Engineers, Inc., has prepared plans for these replacements. The plans propose that the existing force main be replaced by a 20-inch diameter polyethylene casing being directionally bored under the river, then a 12-inch polyethylene carrier pipe being pulled through the casing. Both the casing and carrier pipe will be watertight, to prevent any leaks under the river.

Easement for these two areas have been prepared and reviewed with Ms. Holly Jones. She has passed these easements and the plans along to Mr. Matt Casey. Your City's approval of these two easements will be appreciated, so that this highway project can proceed. If there are questions, or if you need additional information, please contact me or Robert White at McClelland Consulting Engineers.

Thank you for your assistance on this matter.

Very Truly Yours,

Bruce Ledford

Bruce Ledford, Mayor
City of Elkins

cc: Mr. Matt Casey, City of Fayetteville
Ms. Holly Jones, City of Fayetteville

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF UTILITY EASEMENTS TO THE CITY OF ELKINS FOR WATER AND SEWER LINE RELOCATIONS FOR THE HIGHWAY 16 BRIDGE PROJECT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute the utility easements attached hereto as Exhibits "A" and "B" in favor of the City of Elkins for the purpose of relocating water and sewer lines on property owned by the City of Fayetteville as required for the Highway 16 bridge project.

PASSED and **APPROVED** this 20th day of May, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Parcel No. 765-13188-000
Parcel No. 765-13178-000
North Side of Highway 16

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Elkins, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

A part of the W½ of the W½ of Section 22 and a part of the E½ of the E½ of Section 21, ALL in T-16-N, R-29-W, as described in Deed Book 535 at Page 276 and in Deed Book 544 at Page 353 of the records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

PERMANENT EASEMENT DESCRIPTION:

A 30 foot permanent utility easement of equal and uniform width, being more particularly described as follows: From the NW corner of SE¼ of the SE¼ of said Section 21, thence South 2°42'15" West – 234.35 feet to a point on the North Right of Way line of Arkansas Highway 16, thence along said North Right of Way line South 55°56'34" East – 48.17 feet, thence continuing along said North Right of Way line South 55°56'59" East – 196.00 feet, thence leaving said North Right of Way line North 34°03'01" East – 20.00 feet to the POINT OF BEGINNING, thence North 34°03'01" East – 30.00 feet; thence South 55°56'59" East – 964.30 feet; thence South 34°03'01" West – 30.00 feet; thence North 55°56'59" West – 964.30 feet to the POINT OF BEGINNING, containing 28,929 square feet (0.66 acres), more or less.

The basis of bearings used for the above described 30 foot permanent utility easement is referenced from AHTD Job 040641.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A 15 foot temporary construction easement of equal and uniform width located along the North side of the above permanent utility easement, PLUS two additional 45' x 60' temporary construction easements located at both the East and West ends of this said described 15 foot temporary construction easement, and in ALL contains 19,864 square feet (0.46 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2014.

CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation

By:

ATTEST:

_____
Lioneld Jordan, Mayor

_____
Sondra Smith, City Clerk

[SEAL]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lioneld Jordan** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk**, respectively, of the **City of Fayetteville, Arkansas, a Municipal Corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said City of Fayetteville, Arkansas, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2014.

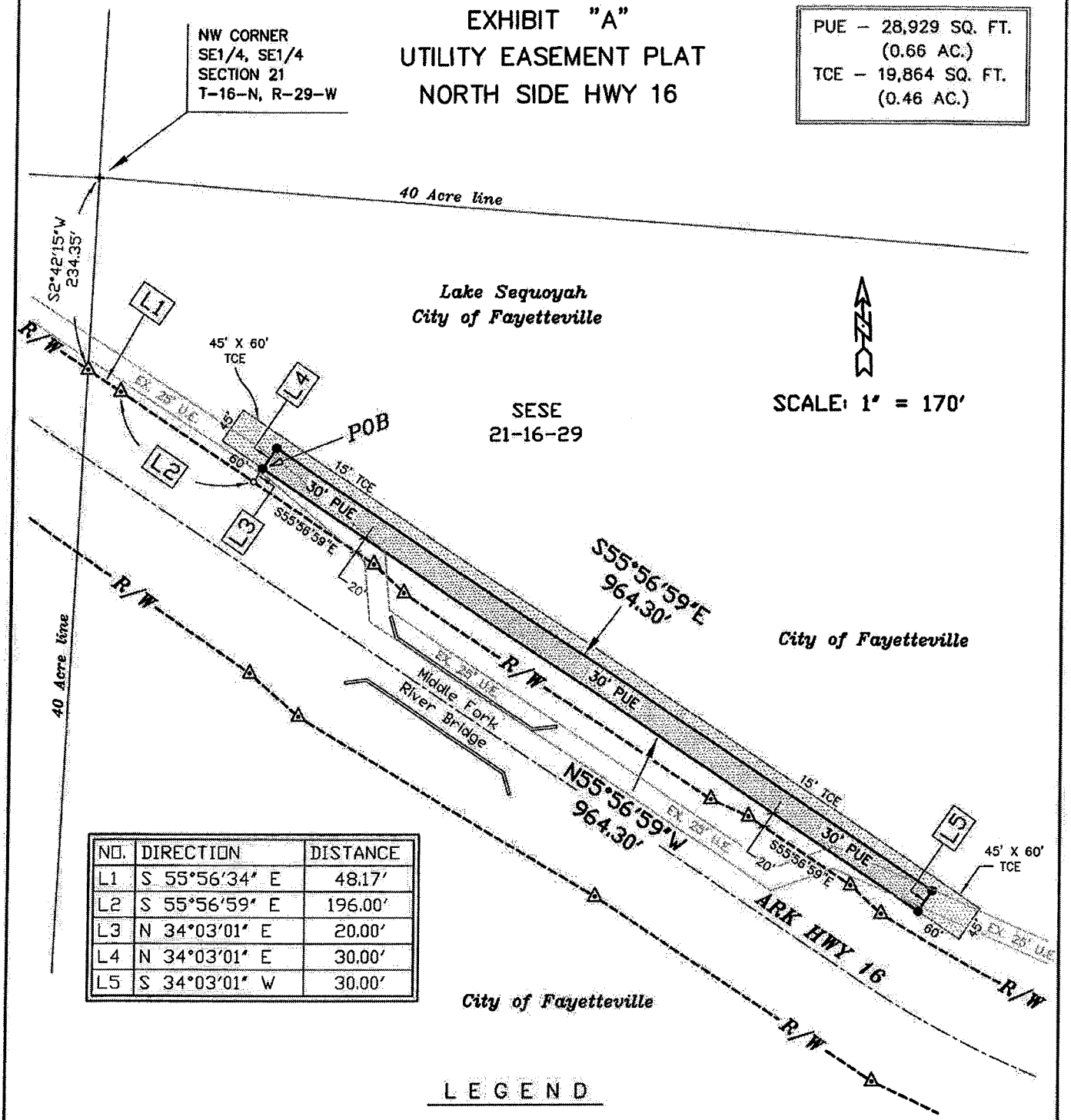
_____
Notary Public

MY COMMISSION EXPIRES:

_____

EXHIBIT "A"
UTILITY EASEMENT PLAT
NORTH SIDE HWY 16

PUE – 28,929 SQ. FT. (0.66 AC.)
TCE – 19,864 SQ. FT. (0.46 AC.)



NO.	DIRECTION	DISTANCE
L1	S 55°56'34" E	48.17'
L2	S 55°56'59" E	196.00'
L3	N 34°03'01" E	20.00'
L4	N 34°03'01" E	30.00'
L5	S 34°03'01" W	30.00'

LEGEND

- Permanent Utility Easement
- Temporary Construction Easement
- ● — Corner of Permanent Utility Easement
- △ — Existing Hwy Right of Way Marker
- 765-13188-000 & 765-13178-000 — Tax Parcel Number
- PUE — Permanent Utility Easement
- 535-276 & 544-353 — Deed Books & Pages
- TCE — Temporary Construction Easement

CITY OF FAYETTEVILLE
Water & Sewer Department

Property Owner : City of Fayetteville		Project Name : Ar Hwy 16 W/S Line Relocation
Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
Date: April 2014	Scale : 1" = 170'	North side Hwy. 16
Project No. 122109	AHTD Tract No. 4	

EXHIBIT
B

Parcel No. 765-13197-000
Parcel No. 765-13178-000
South Side of Highway 16

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Elkins, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

A part of the SE¼ of the SE¼ of Section 21 and a part of the SW¼ of the SW¼ of Section 22 and a part of the NW¼ of the NW¼ of Section 27 and a part of the NE¼ of the NE¼ of Section 28, ALL in T-16-N, R-29-W, as described in Deed Book 522 at Page 368 of the records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

PERMANENT EASEMENT DESCRIPTION:

A 20 to 25 foot wide permanent utility easement of variable width, being more particularly described as follows: From the SW corner of said Section 22, thence South 2°56'39" West – 64.02 feet to a corner of the City of Fayetteville Property, thence along the East line of said Property North 59°50'39" East – 172.92 feet, thence continuing along the East line of said Property North 30°25'39" East – 136.44 feet to the POINT OF BEGINNING, thence continuing along the East line of said Property North 30°25'39" East – 21.28 feet to a point on the South Right of Way line of Arkansas Highway 16; thence along said South Right of Way line North 79°31'40" West – 146.41 feet; thence continuing along said South Right of Way line North 74°24'15" West – 213.92 feet; thence continuing along said South Right of Way line North 64°33'04" West – 216.31 feet; thence continuing along said South Right of Way line North 56°17'44" West – 151.00 feet; thence leaving said South Right of Way line South 33°42'16" West – 25.00 feet; thence South 58°10'27" East – 152.52 feet; thence South 64°33'04" East – 219.47 feet; thence South 74°24'15" East – 216.54 feet; thence South 79°31'40" East – 140.04 feet to the POINT OF BEGINNING, containing 14,942 square feet (0.34 acres), more or less.

The basis of bearings used for the above 20 to 25 foot wide permanent utility easement is referenced from AHTD Job 040641.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A 15 foot temporary construction easement of equal and uniform width located along the South and West sides of the above 20 to 25 foot wide permanent utility easement and containing 11,537 square feet (0.26 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2014.

CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation

By:

_____
Lioneld Jordan, Mayor

ATTEST:

_____
Sondra Smith, City Clerk

[SEAL]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lioneld Jordan** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk**, respectively, of the **City of Fayetteville, Arkansas, a Municipal Corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said City of Fayetteville, Arkansas, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2014.

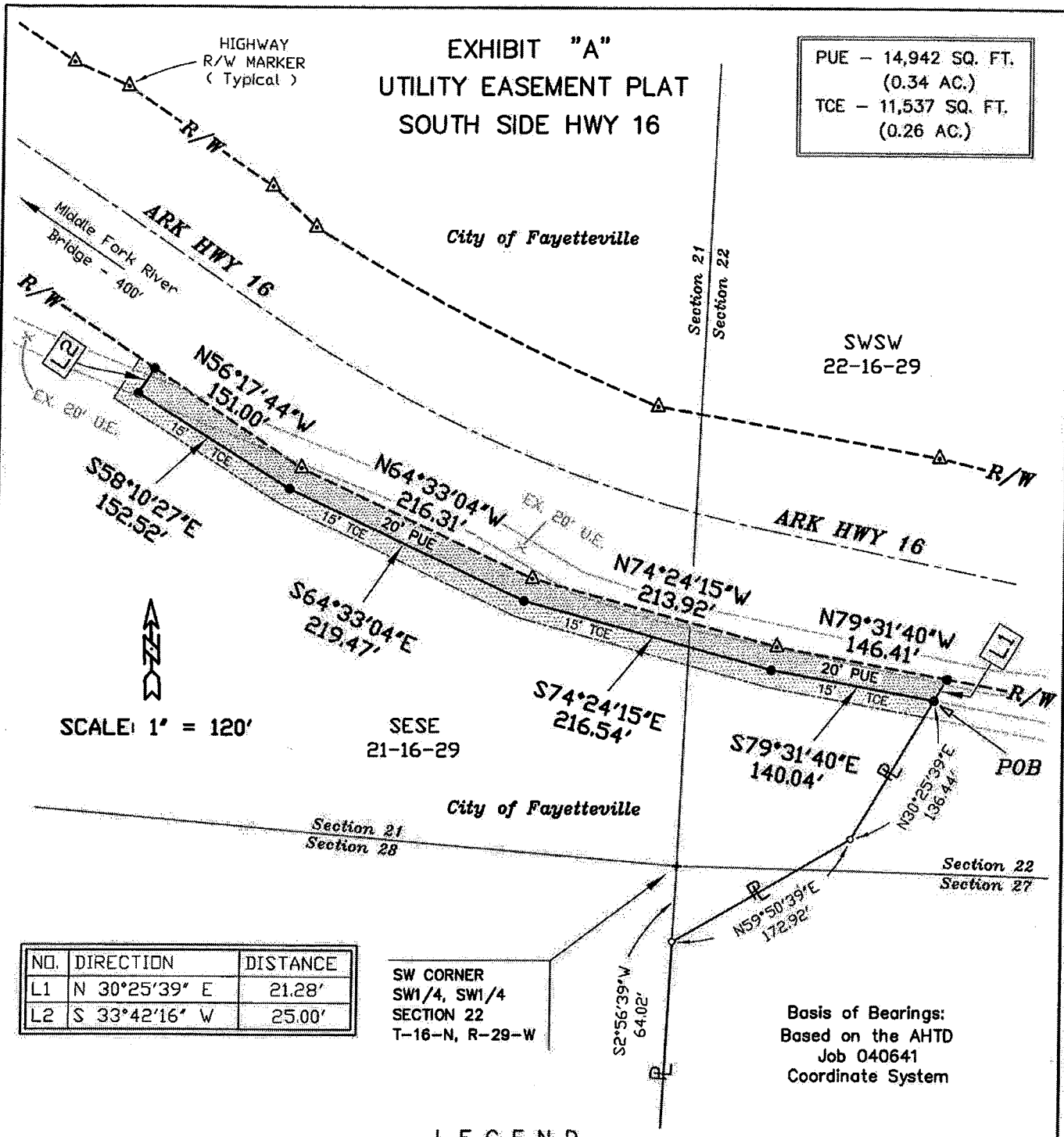
_____
Notary Public

MY COMMISSION EXPIRES:

_____

EXHIBIT "A"
UTILITY EASEMENT PLAT
SOUTH SIDE HWY 16

PUE – 14,942 SQ. FT. (0.34 AC.)
TCE – 11,537 SQ. FT. (0.26 AC.)



NO.	DIRECTION	DISTANCE
L1	N 30°25'39" E	21.28'
L2	S 33°42'16" W	25.00'

SW CORNER
SW1/4, SW1/4
SECTION 22
T-16-N, R-29-W

Basis of Bearings:
Based on the AHTD
Job 040641
Coordinate System

LEGEND

Permanent Utility Easement
Temporary Construction Easement
● — Corner of Permanent Utility Easement
△ — Existing Hwy Right of Way Marker
765-13197-000 & 765-13178-000 — Tax Parcel Number
PUE — Permanent Utility Easement
522-368 — Deed Book & Page
TCE — Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : City of Fayetteville		Project Name : Ar Hwy 16 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: April 2014	Scale : 1" = 120'	South side Hwy. 16
	Project No. 122109	AHTD Tract No. 4	

City of Fayetteville Item Review Form

2014-0190

Legistar File Number

May 20, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

Submitted By

Development Services

Department

Action Required:

Approval of Budget Adjustment recognizing: 1) ASPCA grant in the amount of $4,000 towards Ranger's Pantry, 2) 2013 CDBG program income received from a Housing Program Lien Payoff and a Taxi Refund in the amounts of $1,195 and $256, respectively, 3) donation revenue received in the amount of $3,475 to recognize $2,185 in 2013 donation revenue and $1,290 in 2014 donation revenue

Does this item have a cost? No

Cost of this request	Category or Project Budget	Program or Project Name
See below		
Account Number	Funds Used to Date	Program or Project Category
See below	$0.00	
Project Number	Remaining Balance	Fund Name

Budgeted Item? **Budget Adjustment Attached?** Yes

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

Account numbers and Project numbers
2180.4945.5390.01 32003 1201

2180.4940.5315.00

2180.4970.5390.03

2180.4945.5390.01 32003 1

ENTERED 5/2/14

ENTERED 5/1/14

5/2/14

5-5-2014

5-5-14

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 20, 2014

TO: Mayor and City Council

THRU: Jeremy Pate, Dir. Development Services

FROM: Yolanda Fields, Dir. Community Resources

DATE: April 30, 2014

SUBJECT: **Approval of Budget Adjustment for the Community Resources Division**

RECOMMENDATION:
Staff recommends approval of the attached Budget Adjustment to budget the Donation revenue, the Program Income, and the ASPCA grant award

BACKGROUND:
Community Resources would like to recognize an ASPCA grant, Program Income, donations from citizens for Ranger's Pantry, and donations from the Fraternal Order of Police for the Senior Giving Tree

DISCUSSION:
In February of 2014, the Community Resources Division submitted a Grant Request to the ASPCA. On March 18, the ASPCA granted the requested $4,000 for Ranger's Pantry to purchase pet food. The application and award letter are attached.

In 2013, $1,685 was donated by citizens of Fayetteville to aid with Ranger's Pantry, and $500 was donated by the Fraternal Order of Police to aid with Senior Giving Tree. This year, there have already been donations by citizens in the amount of $1,290. Together, these donations amount to $3,475. Community Resources would like to recognize these funds.

In 2013, $1,451 was taken in for Program Income. Community Resources would like to budget $256 to Aging Transportation and $1,195 to Contract Services.

BUDGET/STAFF IMPACT:
Increase Community Outreach Projects by $7,475, increase Contract Services by $1,195, and increase Aging Transportation by $256.

Attachments:
Budget Adjustment
ASPCA Grant Application
ASPCA Award Letter

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $8,926.00 REPRESENTING CITIZEN DONATION REVENUE FOR 2013 AND 2014 AND AN ASPCA GRANT FOR THE RANGER'S PANTRY PET FOOD BANK; DONATION REVENUE FROM THE FRATERNAL ORDER OF POLICE FOR THE SENIOR GIVING TREE EVENT; AND CDBG PROGRAM INCOME RECEIVED FROM A HOUSING PROGRAM LIEN PAYOFF AND TAXI REFUND

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, a copy of which is attached as Exhibit "A", in the total amount of $8,926.00 representing citizen donation revenue for 2013 and 2014 and an ASPCA grant for the Ranger's Pantry Pet Food Bank; donation revenue from the Fraternal Order of Police for the Senior Giving Tree event; and CDBG program income received from a housing program lien payoff and taxi refund.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere gratitude for the donations from its citizens and the Fraternal Order of the Police.

PASSED and **APPROVED** this 20th day of May, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar \

Budget Year	Division:	Community Services	Adjustment Number
2014	Dept.:	Development Services	
	Requestor:	Lee, Cherrell	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Increase Community Outreach Projects by $7,475 to recognize ASPCA grant and citizen donations for Ranger's Pantry; Increase Contract Services by $1,195, and increase Aging Transportation by $256 to recognize Program Income

COUNCIL DATE: 5/20/2014

LEGISTAR FILE ID#: **2014-0190**

BUDGET & INFORMATION MANAGEMENT USE

Kevin Springer
4/2/2014 11:29 AM

Budget Director Date

TYPE:

DESCRIPTION: Recognizing Donations & PI

GLDATE:

POSTED: /

RESOLUTION/ORDINANCE

v.20140331

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub	AT	Account Name
TOTAL	8,926	8,926				
2180.0918.4809.00	-	4,000	32003	1201	RE	Donations
2180.4945.5390.01	4,000	-	32003	1201	EX	Community Outreach Projs
2180.0918.4809.00	-	3,475	32003	1	RE	Donations
2180.4945.5390.01	3,475	-	32003	1	EX	Community Outreach Projs
2180.0918.4910.00		256			RE	CDBG Program Income
2180.4970.5390.03	256				EX	Aging Transportation
2180.0918.4910.00		1,195			RE	CDBG Program Income
2180.4940.5315.00	1,195				EX	Contract Services

EXHIBIT
A

Belt, Kyle

From: ASPCA Grants <mail@grantapplication.com>
Sent: Friday, February 28, 2014 9:20 AM
To: Belt, Kyle
Subject: Your ASPCA Grants Application Submission

Thank you for your submission. Your application has been submitted successfully. You will be receiving more information on the status of your application shortly. For your records, here is a copy of the contents of your application.

Organization

Please review the information below for accuracy and edit accordingly. You may return to your application at any time by clicking the "Save and Finish Later" button at the end of the application.

Please DO NOT use all capital letters.

Solicited or Unsolicited

Please select whether this application is unsolicited or solicited (formally requested).

By solicited, we mean that the application was explicitly requested by an ASPCA employee. This is for internal tracking purposes only and will not affect your review.

Unsolicited

If an ASPCA employee solicited (formally requested) you submit this request, please list their name here. If not, leave blank.

Your response is for internal routing purposes only and will not affect your review.

Organizational Information

Organization Name

City of Fayetteville Community Resources Division- Ranger's Pantry Pet Food Bank

Mailing Address - Street

113 W. Mountain St.

City

Fayetteville

State

AR

Postal Code

72701

Phone

No hyphens, e.g. 2128767700

4795758260

Fax

No hyphens, e.g. 2128767700

4794443445

Web Site

If you are a governmental organization and do not have a specific website for your department, enter the main web address.

http://www.accessfayetteville.org/government/community_services/index.cfm

Federal Tax ID/Employer Identification Number (EIN)

No hyphens

716018462

Tax Status

Governmental (Municipality/County)

Organization Type

Other

Physical Address (ONLY if different than mailing address)

Include address, city, state and zip/postal code. Leave blank if physical and mailing address are the same.

Finances and Personnel

Total Organizational Budget (Current Year)

Multi-departmental educational institutions should enter the budget of the department which will be the recipient of the proposed grant project.

540,700

Total Organizational Budget (Last Year)

If this is your first year of operation, enter zero.

540,787

Total Organizational Budget (Two Years Prior)

If this is your first year of operation, enter zero.

540,226

Number of Full-time Staff

Multi-departmental educational institutions should enter the full-time staff of the department which will be the recipient of the proposed grant project.

3

Number of Part-time Staff

Multi-departmental educational institutions should enter the staff of the department which will be the recipient of the proposed grant project.

2

Number of Current Active Volunteers

4

Contacts

Primary Contact Person for This Request

Prefix

e.g. Ms., Mr., Dr.

Mr.

First Name

Kyle

Last Name

Belt

Suffix

<None>

Title

Redevelopment Officer

E-mail

kbelt@ci.fayetteville.ar.us

Head of Organization

Prefix

e.g. Ms., Mr., Dr.

Ms.

First Name

Yolanda

Last Name

Fields

Suffix

<None>

Title

Community Resources Director

E-mail

yfields@ci.fayetteville.ar.us

Proposal

Request Information

Project Title

Please provide a short, descriptive title for this request, e.g. Medical Assistance for Pets of Low-Income Families

Ranger's Pantry Pet Food Bank for Low Income Families

Request Amount

e.g. 1000

4000

Total Project Cost

e.g. 5000

4000

Project Description

Provide a detailed description of your request in 250 words or less.

If received, the ASPCA award would be used to purchase dog food for Ranger's Pantry. No money from donations is ever used for staff time, facilities, or any other operating expenses. The facility where the food is stored and distributed is donated by All Around Storage. The City of Fayetteville Community Services Division staff administers the program, and the pantry is supported entirely by donations. We are confident that we will have success with this grant as we have previously utilized and been successful with an ASPCA grant.

Over how many months do you estimate the requested amount would be used? (In whole months)

Please enter either 6 or 12.

12

Project Timeline and Evaluation

Provide more details on the timeline for the project (including event dates, if applicable). Explain how you will measure the success of the project.

The requested grant funds would be utilized over a 12 month period. This is based on current purchasing patterns. Upon receiving the grant funds, the success of the project will be measured by tracking the amount (in pounds) of dog food purchased with the grant funds by separating the amount of dog food purchased with grant funds from other donations; the number of dogs receiving pet food; and the total amount of grant funded dog food given out during that time frame. Although Ranger's Pantry serves both dogs and cats, there is a far greater and more consistent demand for dog food.

Budget Justification

List estimated or actual costs to justify the amount requested. You may include a budget on the Attachments page. If the total project cost is higher than the amount requested, please explain how the project will be fully funded.

During a six month time frame of 2013, Ranger's Pantry averaged expenditures of appoximately $1,120 per month, a 132% increase over the previous year. The ASPCA grant can provide food for dogs in our commuity for over three months, and the remainder of the project is funded entirely by donations from the commuity.

Geographical Area Served (for THIS request ONLY)

Choose your domicile location in the FIRST drop-down. You may choose additional locations if this grant would benefit your work outside of your own state.

AR

Population Served (for THIS request)

You may choose more than one, but ONLY select those populations that will be served by THIS request. For example, if your organization provides services for cats and dogs, but your request is for dog kennels, you should choose "Dogs" ONLY.

Dogs

Primary Program Type

Please select the program type most closely aligned with THIS funding request.

Intake Reduction

Program Area

Please select the program area most closely aligned with THIS funding request.

Return to Owner/Anti-Surrender Programs (Shelter Outreach-Live Release/Intake Reduction)

Type of Support

Other

Impact of Request on Animals

If you receive the FULL grant amount requested, approximately how many animals will THIS grant impact? Fill in a number for each category. Enter -0- (zero) if the category does not apply.

Cats

0

Dogs

450

Equines

0

Farm Animals

0

Birds

0

Rabbits

0

Wildlife

0

Animal Welfare Professionals

0

Organizational Background

Programs and Services

Briefly describe the types of programs your organization provides the community it serves (in 100 words or less).

Ranger's Pantry provides free pet food to qualifying low-to-moderate income families living within the Fayetteville city limits to prevent the surrendering or abandoning of pets. Each qualifying applicant receives a voucher that provides three months worth of pet food. Vouchers are limited to one per household, no more than two within a one year period, and have a maximum limit of 100 pounds of dog food per month. To receive a second voucher, pets must be spayed or neutered, and the owner must provide proof of the spay/neuter.

Collaborations

What other animal groups do you work with regularly? List the names, locations and contact information.

Fayetteville Animal Services:
1620 S. Armstrong Rd.
Fayetteville, AR 72701
Tel: (479) 444-3456
Fax: (479) 444-3459

References

List professionals such as a veterinarian, persons from organizations with which you collaborate, or others who have firsthand knowledge of your organization. Be sure to include email addresses.

Veterinarian Name

Dr. Robb Jones

Vet Email

rjones@ci.fayetteville.ar.us

Vet Phone

479-718-7696

Collaborator Name

(Enter the name of a representative from an organization with which you collaborate)

Justine Lentz

Collaborator Email

jlentz@ci.fayetteville.ar.us

Collaborator Phone

479-444-3456

Other Name

Other Email

Other Phone

Please Note

If this grant request is approved, please indicate the status of your current cash reserves or available credit to cover the costs of your proposed project while waiting for payment from the ASPCA.

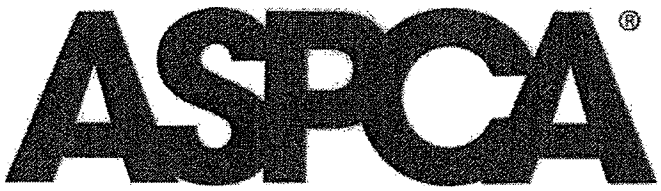
Cash Available

By submitting a letter of inquiry and/or an application for an ASPCA grant, you agree to allow the ASPCA to utilize the information submitted on such letter of inquiry/application in any way it deems appropriate to support its mission to prevent cruelty to animals. Such uses may include, but are not limited to, reproducing such information in print or on the ASPCA website and/or allowing third parties to access such information. In addition, by submitting this letter of inquiry and/or application, you hereby certify that the requesting organization is aware of and endorses this request and the information herein.

Attachments

Title	File Name
Form 990 / W-9 / IRS Letter of Determination	2014 City W-9 Form.pdf
Form 990 / W-9 / IRS Letter of Determination	Pantry Opening with Mayor.jpg

Files attached to this form may be deleted 120 days after submission.



GRANT AGREEMENT REFERENCE:

NAME: **City of Fayetteville Community Services Division - Animal Services Program**
PROJECT: **Ranger's Pantry Pet Food Bank for Low Income Families**
AMOUNT: **$4,000.00**
GRANT NUMBER: **2014-0484**
GRANT TERM: **March 18, 2014 - March 18, 2015**
ASPCA GRANT OFFICER: **Lou Guyton**

GRANT ACCOUNT LOGIN: **https://www.grantrequest.com/SID_900?SA=AM**

March 18, 2014

Mr. Kyle Belt
City of Fayetteville Community Services Division - Animal Services Program
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mr. Belt,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to City of Fayetteville Community Services Division - Animal Services Program (the "Grantee," and together with the ASPCA, the "parties" and each a "party") the amount of $4,000.00 (the "Grant"). These funds are designated for the purpose set forth below and as outlined in your grant request and as further described in this agreement (this "Agreement") and, if applicable, its amendments: Ranger's Pantry Pet Food Bank for Low Income Families (the "Project").

Unless otherwise noted in the payment schedule below, the ASPCA shall pay the grant to the Grantee approximately two to six weeks following receipt of your online acknowledgement of this Agreement. By endorsing and depositing the Grant check, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the "Effective Date"):

1. Grantee Requirements.

Type	Notes	Schedule Date

Acknowledgement of Award Letter		April 18, 2014
Progress Report		September 18, 2014
Final Report		March 18, 2015
Financial Report/Receipts		March 18, 2015
Photographs		March 18, 2015
Press Information		March 18, 2015

The Grantee shall communicate with Lou Guyton (lou.guyton@aspca.org) (the "ASPCA Grant Officer") according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds. (Grant Agreement acknowledgements are required and should be made online by accessing your ASPCA Grants account*; formal letters of acknowledgement and thank you letters are optional and should be mailed or emailed to your ASPCA Grant Officer.)

*** Requirements must be submitted through your ASPCA Grants account at: https://www.grantrequest.com/SID_900?SA=AM**

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at aspcapro.org/grants.

You are required to provide additional information relating to this Grant upon the ASPCA's request. Such additional information may include but is not limited to: receipts (up to three years after the Grant end date), photographs, and press information. In addition, you are required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and the Grantee. The ASPCA will provide you with reasonable notice of any such request unless otherwise mutually agreed upon.

You may submit requirements upon completion at any point during the grant term. Organizations that fail to submit required documentation in a timely manner may jeopardize future grants and/or grant payments. Should you need a due date extension, please forward your request, prior to the due date, to lou.guyton@aspca.org with the requirement type (e.g. Final Report, Financial Report, etc.), an explanation for your request (including the reason for the anticipated delay) and your preferred new due date.

2. <u>Use of Grant Funds</u>. The ASPCA shall pay the Grant to the Grantee according to the following schedule:

Payment Number	Total # of Payments	Approximate Schedule Date	Amount
1	1	April 18, 2014	$4,000

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA ("Ranger's Pantry Pet Food Bank for Low Income Families"). The Project shall also include the following:

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a "Funded Position"). The Grantee further agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds ("Funded Contractor"). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

The Grantee acknowledges and agrees that the grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

The Grantee hereby grants to the ASPCA a license to use the Grantee's name and trademarks on materials directly related to the activities of the Project and/or the Grant. The Grantee Key Contact is Mr. Kyle Belt (the "Grantee Key Contact"), and the Grantee Key Contact shall communicate with Lou Guyton (lou.guyton@aspca.org) monthly to review and evaluate the progress of the Project.

3. <u>Acknowledgment of ASPCA Support</u>. In consideration of the grant, the Grantee shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA in all "Project Materials." "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. The Grantee shall submit the Project Materials for review and approval by the ASPCA Grant Officer prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Grantee without the prior written approval of the ASPCA Grant Officer. The ASPCA hereby grants to the Grantee a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its

sole discretion to require the Grantee to remove all references to the ASPCA's involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

Jpegs of the ASPCA logo are embedded below for your cut-and-paste use on your website or other collateral. Additional logos and badges can be found here: http://aspcapro.org/badges. Instructions regarding links to the ASPCA's website can be found at this URL: http://www.aspca.org/about-us/linking-policy.

For assistance regarding recognition of your Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at press@aspca.org. A suggested press release template is provided as Schedule 2 as a helpful guide. Social media tips are also provided on Schedule 3.

MADE POSSIBLE BY
A GRANT FROM THE ASPCA®

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A GRANT FROM THE
ASPCA®

4. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with generally accepted accounting principles and business practices. The Grantee will maintain its books and records in such a manner that the receipts and expenditures of the Grant funds will be shown separately on such books and records in any easily checked form. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

5. Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations. If the Grantee is a 501(c)(3)

organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

(a) If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
(b) In the case of any violation by the Grantee of the terms and conditions of this Agreement;
(c) In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or
(d) If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.

7. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

8. Modification. No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto.

9. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This

Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

By endorsing and depositing the Grant check, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

We extend our best wishes to you for continued success and look forward to hearing about your accomplishments during the year. It is a pleasure to be among your current supporters.

Sincerely,

Michael Barrett
Vice President, ASPCA Grants

CC: grants@aspca.org

Schedule 1: Grant Reporting Requirements

We require ASPCA grantees to fulfill a variety of requirements based on the grant size and purpose. We make every effort to minimize the reporting burden on grantees while employing best practices in all of our grants programs.

Please follow these guidelines when submitting requirements:

- Submit ALL requirements online by logging into your ASPCA Grant Account at **https://www.grantrequest.com/SID_900?SA=AM**

- Please adhere to the due dates – you may submit fulfilled requirements at any point during the grant term. Should you need extra time to submit any particular requirement, please contact the ASPCA Contact on your award letter prior to the due date with 1) a request for a due date extension, 2) the preferred due date and 3) an explanation for the request.

Grantees will be asked to submit some or all of the following requirements:

- **Acknowledgement of Award Letter** – all grant awards in the amount of $5,000 or less must be acknowledged online as your official indication that you intend to use the funds as instructed in the grant agreement.
- **Final Report** – indication of results/outcomes and an analysis of your project plus an estimation or exact indication, if measurable, of the number of animals impacted by the grant. Narrative text entry and/or upload.
- **Financial Report/Receipts** – a comprehensive list of expenditures for which grant money had been used (typically best submitted in a spreadsheet). Financial Reports for projects that produce accurate, easily measurable outputs, such as targeted spay/neuter programs, should identify the cost per animal as part of a detailed report on the project. Receipts and/or invoices should be uploaded when appropriate.. Narrative text entry and/or upload.
- **Photos** – Generally, we ask for photos that show pictorial evidence of the intended use of funds; we may also ask for photos associated with human interest stories for promotional purposes. Narrative text entry for captions plus uploads.
- **Press Information** – links to or uploads of press releases, clips or links showing recognition of the ASPCA's grant for your project. You can also include stories, anecdotes, quotes, and social media posts that could be used for promotional purposes including human interest stories with accompanying photos. Narrative text entry and/or upload.
- **Progress Report** – an interim report designed to inform your grant officer on the status of the project. Narrative text entry and/or upload.
- **Signed Amendment** – occasionally the purpose or amount of a grant will change during the grant term. In some cases,this will require a signed amendment to the contract.
- **Signed Contract** – payments of all grant awards that exceed $5,000 are contingent upon your submission of two signed contracts mailed to ASPCA, Attn: Grants Department, 520 8th Avenue, 7th Floor, New York, NY 10018.
- **Site Visit** – indicates that a grant officer wishes to make a physical site visit of your facility during the grant term, sometimes as a condition of payment or to provide your organization with additional non-cash outreach and resources.

Schedule 2: Press Release Template (Optional)

Your Organization's Logo Here

[DATE]

Media Contact: [NAME]
[PHONE] / [EMAIL]

Headline

Subheader

[City], [State]—The [Organization] today announced (general information about the initiative/program/event/grant)

"Compelling opening statement about a problem," said Spokesperson, title. "Quote that includes more information about how the funding will assist in impacting animals." (Example: "Many families have sadly had to part with their pets in recent years as a result of the economic downturn," observes Jane Doe, director of shelter operations. "These funds will help expand our safety net program in order to keep more families together.")

Optional quote from the ASPCA (must contact ASPCA Media Department ***press@aspca.org****)*

Paragraph with detailed information about initiative/program/event/grant.

For more information, please visit [website].

About [Organization]

History and background of your organization.

###

Schedule 3: Social Media Tip Sheet for Grantees

Why Use Social Media?

Using social media tools such as Facebook, Twitter, YouTube, and blogs to spread the word about your organization and the great work it does can be a powerful and cost-effective strategy for capturing the attention of potential and existing adopters and donors. If you aren't already using social media, here are three of the most compelling reasons to do so:

- ***The potential reach of social media is immense.*** In contrast to more conventional publicity vehicles, such as printed advertisements, nearly everyone has equal access to your message, and your audiences can easily and immediately share that message with their audiences, helping it go exponentially farther. Social media tools make it easier to see who you're reaching and easier to interact with your constituents, and thereby build and strengthen connections with them.
- ***Social media tools are free.*** There is no cost to sign up for accounts on Facebook, Twitter, YouTube, or blogging sites such as WordPress or Blogger, which eliminates barriers to entry for cash-conscious organizations. Social-media-savvy volunteers can provide *pro bono* assistance in promoting your organization's work with these tools.
- ***Brevity is a virtue.*** In the social media realm, lengthy appeals can be counterproductive – usually a few words or lines, a brief story, a photo, or a video can be ideal for generating substantial interest in your efforts. There's no need to use every available social media platform – choose only the one(s) that best fit your organization's communication style.

ASPCA Grant Publicity Guidelines

Social media tools make it easy to share news about your ASPCA grant and the project it is supporting! Updates on your successes that engage readers, along with clear and colorful photos and videos that showcase those successes, will help your group to attract more followers. We encourage you to publicize your funded project – and if you do, please loop in your grant officer to let him/her know!

Connect with us...

...on **Twitter** at **@aspca and @aspcapro**
Using the **#aspcagrants** hashtag to share news of your ASPCA grant and its impact makes it easy for adopters and donors across the Twitterverse to catch wind of your success, whether or not they're already followers.

...on **Facebook** at **facebook.com/aspca** and **facebook.com/ASPCApro**
Becoming a "fan" of ours and creating a "fan" page of your own makes it easy for the ASPCA, other organizations, and the general public to learn about your organization and the great work you do, and to share your success with others. We hope you'll "like" us!

...on **YouTube** at **youtube.com/ASPCA** and **youtube.com/ASPCApro**
Many smartphones make it easy to shoot and upload videos to YouTube, which provides a powerful platform for your audiences to literally see your work in action. Subscribe to the ASPCA's channel and see how other animal welfare organizations are using YouTube to bring their efforts to life.

Resources

- **ASPCAPro Resource Library** (http://www.aspcapro.org/resource-library) – This repository of articles, tip sheets, and webinars has been developed specifically to serve the needs of our grantees.
- ***The Social Animal*** (http://www.thesocialanimal.com/) – A blog focused on helping animal welfare advocates use social media tools to accomplish their mission more effectively.
- ***Beth Kanter's Blog*** (http://www.bethkanter.org/) – A blog focused on helping nonprofits use social media and other digital tools to achieve social change.

City of Fayetteville Item Review Form

2014-0211

Legistar File Number

May 20, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

Submitted By

Development Services

Department

Action Required:

A Resolution Ordering the Razing and Removal of a Dilapidated and Unsafe Structure owned by Stroud Investment Properties, LLC located at 540 N. Betty Jo Drive in the City of Fayetteville, Arkansas, and approving a budget adjustment.

Does this item have a cost? Yes

$12,000.00	$2,300.00	
Cost of this request	Category or Project Budget	Program or Project Name
1010.6420.5315.04	$0.00	Raze and Removal
Account Number	Funds Used to Date	Program or Project Category
50033.1401	-$9,700.00	General Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item? No **Budget Adjustment Attached?** Yes

V20130812

ENTERED 5-2-14

ENTERED 5/2/14

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

Staff Recommends Approval of the Resolution and the Budget Adjustment.

5/2/14

5-5-2014

5-5-14

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 20, 2014

TO: Mayor and City Council

THRU: Jeremy Pate, Development Services Department Director

FROM: Yolanda Fields, Community Resources Director

DATE: April 29, 2014

SUBJECT: **Raze and Removal of Structure at 540 N. Betty Jo Drive**

RECOMMENDATION:
Staff recommends approval of the Resolution ordering the Razing and Removal of a dilapidated and unsafe structure located at 540 N. Betty Jo Drive and to approve a budget adjustment in the amount of $9,700 for the balance of the project.

BACKGROUND:
Service Request # 137333, Case # 19048: Code Compliance responded to a request concerning the structure located at 540 N. Betty Jo Drive. The structure appeared to be in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. The Chief Building Official inspected the property and determined that the structure was in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. Specifically, the Chief Building Official observed: *A building permit was submitted on Feb 2012 but never picked up. A Demo Permit was issued 9 NOV 2012 but not completed. Building is in violation of UDC 173.09.*
On February 28, 2014, an Unsafe Building Notice of Violation was received by the property owner. By ordinance, the property owner was given until March 31, 2014 to acquire a building permit or to raze and remove the structure.
On April 14, 2014, a Notice of Public Hearing was received by the property owner informing him of the May 20, 2014 Public Hearing.

DISCUSSION:
This parcel contains a two story 4,096 square foot multi family dwelling. The structure is not secured and has deteriorated to a point where it is no longer safe.
On April 29, 2014, the property owner was issued a Demo Permit (#59014) to Raze and Remove the structure. Due to the recent history of the property, staff is continuing normal abatement measures until the building is razed and the current Demo Permit is satisfied.

BUDGET/STAFF IMPACT:
If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to current budget. A Lien will be placed on the property for the incurred costs. The current budget balance of $2,300 is a result of another raze and removal project that was corrected by the property owners. Therefore, we are requesting a budget adjustment for $9,700, which is the remaining balance of this raze and removal project. The winning bid amount for the project was $12,000.

Attachments:
Attachments include a Budget Adjustment and a packet including notifications and photos.

RESOLUTION NO. _____

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY STROUD INVESTMENT PROPERTIES, LLC LOCATED AT 540 NORTH BETTY JO DRIVE IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Stroud Investment Properties, LLC is the record owner of the real property located at 540 North Betty Jo Drive, City of Fayetteville, Washington County, Arkansas, more particularly described as follows:

WC Parcel Number 765-07830-000; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, Stroud Investment Properties, LLC, having been properly served with a Violation Notice via Certified Mail, Return Receipt Requested, and given thirty (30) days to correct said violation, has refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.09 of the Fayetteville Code of Ordinances, Stroud Investment Properties, LLC is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Stroud Investment Properties, LLC does not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and **APPROVED** this 20th day of May, 2014.

APPROVED: ATTEST:

By: _____ By: _____

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

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar V

Budget Year	Division:	Community Services	Adjustment Number
2014	Dept.:	Development Services	
	Requestor:	Lee, Cherrell	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Move $9,700 to the Code Raze and Removal account in case of non-compliance to the Raze and Removal request.

COUNCIL DATE: 5/20/2014

LEGISTAR FILE ID#: **2014-0211**

BUDGET & INFORMATION MANAGEMENT USE

Kevin Springer

4/2/2014 11:29 AM

Budget Director Date

TYPE:

DESCRIPTION: Raze and Removal-Code

GLDATE:

POSTED: /

RESOLUTION/ORDINANCE

v.20140331

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub	AT	Account Name
TOTAL	9,700	9,700				
1010.6420.5315.04	9,700		50033	1401	EX	Raze And Removals
1010.0001.4999.99		9,700			RE	Use of Fund Balance

EXHIBIT A

Code Compliance Program
Unsafe Building Violation Determination

Address / Location: 540-546 Betty Jo Drive

WC Parcel # 765-07830-000

I have determined that the structure above has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

☒ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

Building Official

Observations: A building permit was submitted on Feb 2012 but never picked up. A demo permit was issued 9 nov 2012 but not completed. Bldg is in violation of UDC 173.09 (A), (B)(1), (3), (7) & (12

20 Feb 14

I have determined that the structure above is not in violation of Subsection 173.09 (A) of the Fayetteville Code Of Ordinances.

Building Official

PLEASE RETURN THIS FORM TO CODE COMPLIANCE

Date Sent: February 7, 2014 SR# 137333

Date Received: 2/20/14 Case# 19048

Community Resources Division Director

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Fayetteville
ARKANSAS

Office of Code Compliance
Phone 479-575-8260
Fax 479-444-3445

VIOLATION NOTICE

February 24, 2014

Owner STROUD INVESTMENT PROPERTIES, LLC
C/O: ANITA STROUD
1690 COLONEL BARTON DR.
PRAIRIE GROVE, AR 72753

RE: Property @ 540 N BETTY JO DR, Fayetteville, AR

WC Parcel # 765-07830-000 **Case # 19048**

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. **If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)575-8232.**

Suspected Violation That Needs Correction:

§173.09 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Potential Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, you can be issued a Criminal Citation for the above violation and be summoned to appear in court. Our office can also suggest the structure be razed and removed. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to appeal to the appropriate City Board, Commission or City Council. Please see Chapter 155 of the Unified Development Code.

If the residence is owner occupied and meets certain income requirements, you may qualify for federal assistance under our Community Development Block Grant. For more information on this program, please call (479) 575-8270 or 575-8240.

Sincerely,

ROSCOE JOHNSON
Code Compliance Officer

Cc: file

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

STROUD INVESTMENT PROPERTIES, LLC
C/O: ANITA STROUD
1690 COLONEL BARTON DR.
PRAIRIE GROVE, AR 72753

COMPLETE THIS SECTION ON DELIVERY

Stroud Investment Properties, LLC

Page 8 of 20

A. Signature
X
☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
S-10 2-24-14

D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ~~☐ No~~
1070 N. Garland Ave
Springdale Ark 72765

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 1710 0001 3350 9524

PS Form 3811, February 2004 Domestic Return Receipt 19048 RD 102595-02-M-1540

7013 1710 0001 3350 9524

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For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

2/24/14
PG, AR
Postmark Here
RD
19048

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

City of Fayetteville
Code Compliance
113 West Mountain Street
Fayetteville, Arkansas 72701
Phone 479-575-8260

April 3, 2014

Stroud Investment Properties, LLC
c/o Anita Stroud
10170 Garland McKee
Prairie Grove, AR 72753

RE: Enforcement of Fayetteville Code 173.09
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. 14-56-203 at 173.09 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **540 N. Betty Jo Drive (Parcel #765-07830-000)**, should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8260.

The hearing will be part of a regular City Council meeting on **May 20, 2014** beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Chad Ball
Code Compliance Administrator

Cc: file

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
APR 14 2014
CS DIVISION

1. Article Addressed to:

[redacted]
STROUD INVESTMENT PROPERTIES, LLC
C/O: ANITA STROUD
[redacted] GARLAND MCKEE
PRAIRIE GROVE, AR 72753

3. Service Type
[redacted] ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 1710 0001 3350 9791

PS Form 3811, February 2004 Domestic Return Receipt 190481 102595-02-M-1540

7013 1710 0001 3350 9791

U.S. Postal Service™
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Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

4-3-14

Postmark Here

19408

Sent To

Street, Apt. No.; or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

Washington County Report

Property Owner

Name: STROUD INVESTMENT PROPERTIES LLC

Mailing Address: 1690 COLONEL BARTON DR
PRAIRIE GROVE, AR 72753

Type: (RI) - Res. Improv.

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Millage Rate: 53.75

Extended Legal:

Property Information

Physical Address: 540 N BETTY JO DR

Subdivision: MAPLE TERRACE PHASE 2

Block / Lot: 003 / 012

S-T-R: 07-16-30

Size (in Acres): 0.000

Market and Assessed Values:

	Estimated Market Value:	Full Assessed (20% Market Value):	Taxable Value:
Land:	$27,000	$5,400	$5,400
Building:	$12,800	$2,560	$2,560
Total:	$39,800	$7,960	$7,960

Homestead Credit: $0.00 **Status:** (V) - Verify **Note:** Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
	1.000	House Lot

Not a Legal Document.
Subject to terms and conditions.
www.actDataScout.com

Tax History:

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	Net Total Tax	Total Tax Paid	Amount Due
2013	$7,960	$427.85	$0.00	$0.00	$0.00	$0.00	$427.85	$0.00	$427.85
2012	$7,960	$427.85	$0.00	$0.00	$0.00	$0.00	$427.85	$427.85	$0.00
2011	$28,590	$1,536.71	$0.00	$0.00	$0.00	$0.00	$1,536.71	$1,536.71	$0.00
2010	$28,590	$1,551.01	$0.00	$0.00	$0.00	$0.00	$1,551.01	$1,551.01	$0.00
2009	$42,760	$2,202.14	$0.00	$0.00	$0.00	$0.00	$2,202.14	$2,202.14	$0.00
2008	$48,560	$2,500.84	$0.00	$0.00	$0.00	$0.00	$2,500.84	$2,500.84	$0.00
2007	$32,835	$1,694.29	$0.00	$0.00	$0.00	$0.00	$1,694.29	$1,694.29	$0.00

Available Tax Payment Receipt(s):

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty	Payment
2012	68599	10/9/2013	$427.85	$0.00	$0.00	$0.00	$0.00	$427.85
2011	12465	4/30/2012	$1,536.71	$0.00	$0.00	$0.00	$0.00	$1,536.71
2010	20407	5/2/2011	$1,551.01	$0.00	$0.00	$0.00	$0.00	$1,551.01
2009	13132	5/14/2010	$2,202.14	$0.00	$0.00	$0.00	$0.00	$2,202.14
2008	12743	4/27/2009	$2,500.84	$0.00	$0.00	$0.00	$0.00	$2,500.84
2007	14445	4/28/2008	$1,694.29	$0.00	$0.00	$0.00	$0.00	$1,694.29

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
10/19/2012	2012	31863	Warr. Deed	66.00	$20,000	STROUD INVESTMENT PROPERTIES LLC	Unval.	Improved
2/5/2007	2007	5301	Warr. Deed	871.20	$264,000	BARNETT, CORNELIA A	Valid	Improved
5/5/2000	2000	37647	Warr. Deed	3630.00	$1,100,000	BEARD, MARSHA ANN	Additional Properties	Improved
8/12/1999	99	75172	Warr. Deed	9570.00	$2,900,000	NEAL, RICKY R & SHELIA A	Additional Properties	Improved
1/1/1985	1038	426	Warr. Deed	0.00	$0	LAZENBY, WILLIAM A		

Details for Residential Card 1:

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
Multi. Family	TWO	Masonry & Frame	2048	2048	4096	4+10	1985	25	Average	N/A

Exterior Wall: MF COMBO
Foundation: Slab
Floor Struct: ElevSlab
Floor Cover: Carpet & Tile

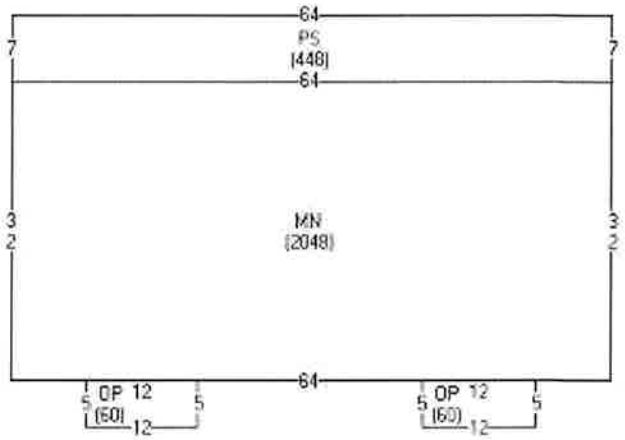
Plumbing: **Full:** 4 **Half:** 4
Fireplace: N/A
Heat / Cool: Central
Basement: N/A

Not a Legal Document.
Subject to terms and conditions.
www.actDataScout.com

Insulation: Ceilings Walls
Roof Cover: Asphalt Shingle
Roof Type: Hip

Basement Area: N/A
Year Remodeled: N/A
Style: N/A

DataScout, LLC



Base Structure:

Item	Label	Description	Area
A	MN	Main Living Area	2048
B	PS	Patio slab	448
C	OP	Porch, open	60
D	OP	Porch, open	60
E	WD	Wood deck	320
F	PCB	Patio cover, built-up	320

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Driveway, concrete		40x65	1		
Driveway, concrete		18x22	1		
Fence, wood 6'		175	1		
Porch, open		4x64			
Patio cover, built-up		12x16			
G.P. Barn Lean-To		8x16			

Not a Legal Document.
Subject to terms and conditions.
www.actDataScout.com

Map:

N Salem Rd
N Betty Jo Dr
N Scottsdale Dr
N Scottsdale Dr
N Shiloh Dr
U.S. Rte 71
W Persimmon St
W Persimmon St
Coral Canyon Loop
Google
Google imagery ©2014, Arkansas GIS, DigitalGlobe, State of Arkansas, USDA Farm Service Agency, Washington County

540 Betty Jo

540 Betty Jo

04.30.2014 15:42

04.30.2014 15:43

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542
540
04.30.2014 15:46

emp
04.30.2014 15:44

04.30.2014 15:44

04.30.2014 15:44

04.30.2014 15:44

City of Fayetteville Item Review Form

2014-0212

Legistar File Number

05/20/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Andrew Garner

Submitted By

Development Services

Department

Action Required:

VAC 14-4674: Vacation (MOORE LANE IN THE PINES AT SPRINGWOODS S/D, 286): Submitted by JORGENSEN & ASSOCIATES for property located at MOORE LANE IN THE PINES AT SPRINGWOOD. The property is zoned C-PZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 4.42 acres. The request is to vacate utility and access easements within the property.

Does this item have a cost? No

Cost of this request	Category or Project Budget	Program or Project Name
Account Number	Funds Used to Date	Program or Project Category
	$0.00	
Project Number	Remaining Balance	Fund Name

Budgeted Item? **Budget Adjustment Attached?**

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

ENTERED 5/2/14

ENTERED 5/2/14

5/5/14

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 20, 2014

TO: Fayetteville City Council

THRU: Jeremy Pate, Development Services Director

FROM: Andrew Garner, City Planning Director

DATE: May 1, 2014

SUBJECT: **VAC 14-4674: Vacation (MOORE LANE IN THE PINES AT SPRINGWOODS S/D, 286):** Submitted by JORGENSEN & ASSOCIATES for property located at MOORE LANE IN THE PINES AT SPRINGWOOD S/D. The property is zoned C-PZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 4.42 acres. The request is to vacate utility and access easements within the property.

RECOMMENDATION:
Staff and the Planning Commission recommend approval of an ordinance to vacate utility and access easements as requested.

BACKGROUND:
The subject property is located north and west of the intersection of Foxglove Drive and Moore Lane. The property is within a Commercial Planned Zoning District and contains approximately 4.42 acres. This undeveloped property was originally planned to be part of the Pines at Springwoods neighborhood, a patio home development. During the planning phase, utility and access easements were platted throughout the property in anticipation of the build-out of this property. Phase I of the Pines at Springwoods has been almost entirely completed, however, the property owner has determined that the subject property will not be developed or utilized as originally intended for patio homes. The current plan is to utilize the property for large lot single family homes. The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with no objections.

DISCUSSION:
On April 28, 2014 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 8-0-0.

BUDGET/STAFF IMPACT:
N/A

Attachments:
CC Ordinance
Exhibit A
Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 14-4674 SUBMITTED BY JORGENSEN & ASSOCIATES FOR PROPERTY LOCATED AT MOORE LANE IN THE PINES AT SPRINGWOOD TO VACATE UTILITY AND ACCESS EASEMENTS.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility and access easements are not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following portion of utility and access easements as shown on Exhibit "A" attached hereto and made a part thereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit "A" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the following conditions of approval and shall not be in effect until the conditions are met:

1. The required fire access road for the Pines at Springwoods Phase I shall be retained through the subject property, and adequate vehicular connectivity between the Pines at Springwoods Phase I and the subject property shall be provided at the time of development of the subject property, pending review and approval of appropriate connectivity by City Planning staff or Planning Commission at the time of development.
2. Subject to the installation of new water/sewer lines to serve the adjusted lots.
3. Any damage or relocation of existing facilities shall be at the owner/developer's expense.

PASSED and **APPROVED** this day of , 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Exhibit "A"
VAC 14-4674

C-PZD BUILDING SETBACK TABLE	
FRONT PRINCIPLE FACADE SHALL BE BUILT WITHIN A BUILD-TO-ZONE OF	10-25'
SIDE	8'
REAR	25'

LEGEND

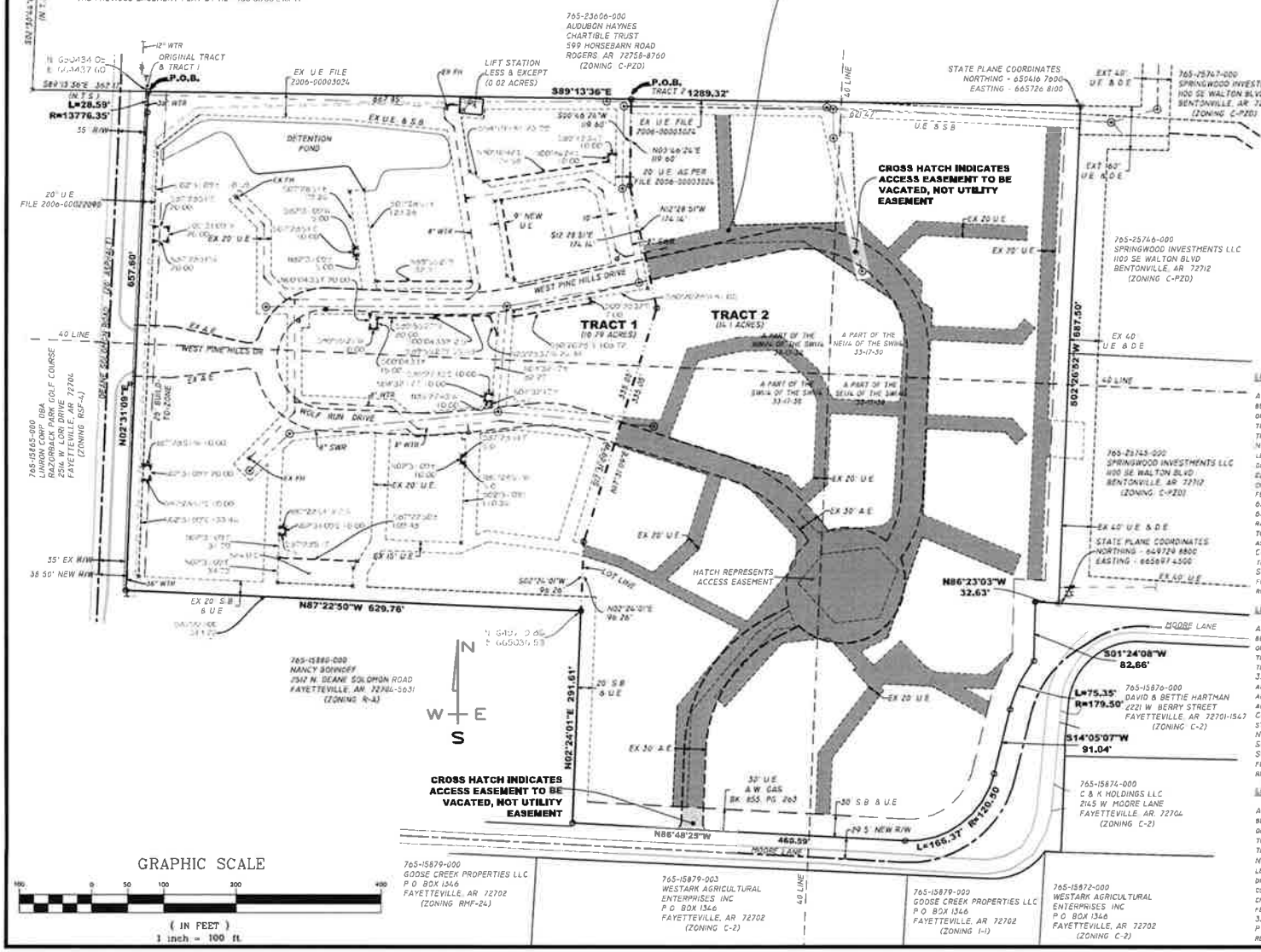
- × CALCULATED POINT
- SET IRON PIN & CAP
- FOUND IRON PIN
- FOUND ALUMINUM MONUMENT
- EXISTING SEWER MANHOLE
- CENTERLINE STREET
- EXISTING SEWER LINE
- EXISTING WATERLINE
- BUILDING SETBACK
- PROPOSED LOT LINE
- EXISTING FORCE MAIN
- 40 LINE
- EX UTILITY EASEMENT
- NEW UTILITY EASEMENT

NOTES:
1) CURRENT ZONING - C-PZD, LOT 2 USE UNIT 26, 18 UNITS/ACRE
2) ROTATION BASED ON THE PINES AT SPRINGWOODS LARGE SCALE DEVELOPMENT BY H2 ENGINEERING
3) THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #05143C0205F DATED MAY 16, 2008
4) STATE PLANE BASED ON CITY OF FAYETTEVILLE STATE PLANE COORDINATE SYSTEM
5) REFER TO EASEMENT PLAT FILED BY H2 (FILE # 9023-00000277) FOR REFERENCING CALL-OUTS FOR EXISTING AND NEW EASEMENTS AS FILED PER THIS PLAT
6) NEW EASEMENTS ARE BEING DEDICATED TO REMEDY THE "AS-BUILT" LOCATIONS OF UTILITIES. NO EXISTING STRUCTURES OR NEW STRUCTURES WILL ENCROACH UPON THE EASEMENTS
7) THE FOLLOWING TYPE OF TEXT HAS BEEN UTILIZED AS THE NEW EASEMENT CALL-OUTS AND SHOULD BE USED IN CONJUNCTION WITH THE PREVIOUS EASEMENT PLAT BY H2 "00000000 EX XX"

ALL SOLID SHADED UTILITY AND ACCESS EASEMENTS LOCATED ON TRACT 2, AS SHOWN ON THIS PLAT, ARE TO BE VACATED

CROSS HATCH INDICATES ACCESS EASEMENT TO BE VACATED, NOT UTILITY EASEMENT

CROSS HATCH INDICATES ACCESS EASEMENT TO BE VACATED, NOT UTILITY EASEMENT



FREEWAY / EXPRESSWAY
PRINCIPAL ARTERIAL
FUTURE PRINCIPAL ARTERIAL
COLLECTOR
FUTURE COLLECTOR
MINOR STREET
U OF A CAMPUS MASTER

SURVEYOR
JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS INC
124 WEST SUNBRIDGE SUITE 5
FAYETTEVILLE, AR 72703
(479) 442-9127

OWNER
LIBERTY BANK OF ARKANSAS
TONTITOWN BRANCH
ATTN ACCOUNTING DEPARTMENT
P.O. BOX 7514
JONESBORO, AR 72401

PLAT PAGE 266

LEGAL DESCRIPTION (ORIGINAL TRACT)

A PART OF THE SW1/4 OF SECTION 33, T17N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 33 THENCE S02°28'26"W 1816.10 FEET, THENCE S02°30'44"W 1806.69 FEET THENCE S89°13'36"E 358.67 FEET TO THE P.O.B.; THENCE S89°13'36"E 1292.82 FEET THENCE S02°26'52"W 687.50 FEET, THENCE ALONG THE RIGHT OF WAY OF MOORE LANE N86°23'03"W 32.63 FEET, THENCE S01°24'08"W 90.37 FEET, THENCE ALONG A CURVE TO THE LEFT 67.28 FEET, SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CHORD BEARING AND DISTANCE OF S25°05'57"W 66.87 FEET THENCE S14°05'07"W 91.04 FEET, THENCE ALONG A CURVE TO THE RIGHT 172.59 FEET, SAID CURVE HAVING A RADIUS OF 125.30 FEET AND A CHORD BEARING AND DISTANCE OF S53°38'21"W 159.20 FEET, THENCE N86°48'25"W 460.53 FEET, THENCE LEAVING SAID RIGHT OF WAY N02°24'01"E 296.11 FEET, THENCE N87°22'50"W 633.20 FEET, THENCE ALONG THE RIGHT OF WAY OF DEANE SOLOMAN ROAD N02°31'09"E 657.59 FEET, THENCE ALONG A CURVE TO THE RIGHT 28.48 FEET, SAID CURVE HAVING A RADIUS OF 13776.35 FEET AND A CHORD BEARING AND DISTANCE OF N02°33'25"E 28.48 FEET TO THE P.O.B., CONTAINING 25.00 ACRES MORE OR LESS. LESS AND EXCEPT LOT 9 ALSO KNOW AS THE LIFT STATION PARCEL AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE NW1/4 OF THE NW1/4 OF SECTION 33 THENCE S02°28'11"W 3599.94 FEET THENCE S87°31'49"E 792.11 FEET TO THE P.O.B.; THENCE S85°00'00"E 32.00 FEET, THENCE S05°00'00"W 22.00 FEET THENCE N85°00'00"W 32.00 FEET, THENCE N05°00'00"E 22.00 FEET TO THE P.O.B. CONTAINING 0.02 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD

LEGAL DESCRIPTION (TRACT 1)

A PART OF THE SW1/4 OF SECTION 33, T17N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 33 THENCE S02°28'26"W 1816.10 FEET, THENCE S02°30'44"W 1806.69 FEET, THENCE S89°13'36"E 362.17 FEET TO THE P.O.B.; THENCE S89°13'36"E 667.85 FEET, THENCE S00°46'24"W 119.00 FEET, THENCE S12°28'51"E 174.14 FEET, THENCE S17°31'09"W 335.05 FEET THENCE S02°24'01"W 96.26 FEET, THENCE N87°22'50"W 629.76 FEET, THENCE ALONG THE RIGHT OF WAY OF DEANE SOLOMAN ROAD N02°31'09"E 657.60 FEET, THENCE ALONG A CURVE TO THE RIGHT 28.59 FEET, SAID CURVE HAVING A RADIUS OF 13776.35 FEET AND A CHORD BEARING AND DISTANCE OF N02°33'26"E 28.59 FEET TO THE P.O.B. CONTAINING 10.79 ACRES MORE OR LESS. LESS AND EXCEPT LOT 9 ALSO KNOW AS THE LIFT STATION PARCEL AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE NW1/4 OF THE NW1/4 OF SECTION 33 THENCE S02°28'11"W 3599.94 FEET, THENCE S87°31'49"E 792.11 FEET TO THE P.O.B.; THENCE S85°00'00"E 32.00 FEET, THENCE S05°00'00"W 22.00 FEET, THENCE N85°00'00"W 32.00 FEET, THENCE N05°00'00"E 22.00 FEET TO THE P.O.B. CONTAINING 0.02 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD

LEGAL DESCRIPTION (TRACT 2)

A PART OF THE SW1/4 OF SECTION 33, T17N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 33 THENCE S02°28'26"W 1816.10 FEET, THENCE S02°30'44"W 1806.69 FEET, THENCE S89°13'36"E 1030.03 FEET TO THE P.O.B.; THENCE S89°13'36"E 621.47 FEET THENCE S02°26'52"W 687.50 FEET, THENCE ALONG THE RIGHT OF WAY OF MOORE LANE N86°23'03"W 32.63 FEET, THENCE S01°24'08"W 82.66 FEET, THENCE ALONG A CURVE TO THE LEFT 75.35 FEET, SAID CURVE HAVING A RADIUS OF 179.50 FEET AND A CHORD BEARING AND DISTANCE OF S26°06'38"W 74.80 FEET, THENCE S14°05'07"W 91.04 FEET, THENCE ALONG A CURVE TO THE RIGHT 166.37 FEET, SAID CURVE HAVING A RADIUS OF 120.50 FEET AND A CHORD BEARING AND DISTANCE OF S53°38'21"W 153.47 FEET, THENCE N86°48'25"W 460.59 FEET, THENCE LEAVING SAID RIGHT OF WAY N02°24'01"E 387.87 FEET, THENCE N17°31'09"E 335.05 FEET, THENCE N12°28'51"W 174.14 FEET, THENCE N00°46'24"E 119.00 FEET TO THE P.O.B. CONTAINING 14.1 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD

SCALE 1"=100'	DATE REVISED	CHECKED BY	DRAWN BY	REV.
DATE: 02SEP14	4-30-14	RLJ	J.S.W.(FIELDWORK)	1

THE PINES AT SPRINGWOODS

EASEMENT VACATION

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS SURVEYORS

VAC 14-4674 (Moore Lane in the Pines at Springwoods SD)
Page 5 of 20

CITY OF Fayetteville ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: ~~April 28, 2014~~ *Updated May 1, 2014*

SUBJECT: **VAC 14-4674: Vacation (MOORE LANE IN THE PINES AT SPRINGWOODS S/D, 286):** Submitted by JORGENSEN & ASSOCIATES for property located at MOORE LANE IN THE PINES AT SPRINGWOOD S/D. The property is zoned C-PZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 4.42 acres. The request is to vacate utility and access easements within the property.

RECOMMENDATION:
Staff recommends forwarding **VAC 14-4674** to the City Council with a recommendation for approval with conditions.

BACKGROUND:
The subject property is located north and west of the intersection of Foxglove Drive and Moore Lane. The property is within a Commercial Planned Zoning District and contains approximately 4.42 acres. This undeveloped property was originally planned to be part of the Pines at Springwoods neighborhood, a patio home development. During the planning phase, utility and access easements were platted throughout the property in anticipation of the build-out of this property. Phase I of the Pines at Springwoods has been almost entirely completed, however, the property owner has determined that the subject property will not be developed or utilized as originally intended for patio homes. The current plan is to utilize the property for large lot single family homes. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped	C-PZD Springwoods
South	Commercial and light industrial businesses	C-2, Thoroughfare Commercial; I-1, Heavy Commercial/Light Industrial
East	Undeveloped	C-PZD Springwoods
West	Rural residential; Pines at Springwoods neighborhood	C-PZD Springwoods; R-A, Residential Agricultural;

REQUEST:
The applicant requests vacation of platted utility and access easements throughout the property in order to allow development different than originally planned.

DISCUSSION:
Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with no objections.

UTILITIES	**RESPONSE**
Cox Communications	No objections
Ozarks Electric Power Company	No objections
Source Gas	No objections
AT&T	No objections

CITY OF FAYETTEVILLE:	**RESPONSE**
Water/Sewer	No objections
Transportation	No objections

Public Comment:
No public comment has been received.

Recommendation:
Staff recommends forwarding **VAC 14-4685** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities shall be at the owner/developer's expense.

PLANNING COMMISSION ACTION: Required

Date: April 28, 2014 ❒ **Tabled** ☒ **Forwarded** ❒ **Denied**

Motion:	**Second:**	**Vote:**
Winston	*Autry*	*8-0-0*

CITY COUNCIL ACTION: Required

Date: May 20, 2014 ❒ **Approved** ❒ **Denied**

BUDGET/STAFF IMPACT:
None

Attachments:
Request Letter
Petition to Vacate
Vacation Plat
Utility Approvals
One Mile Map
Close Up Map

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS · SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 · FAYETTEVILLE, ARKANSAS 72703 · (479) 442-9127 · FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE E. JORGENSEN, P.E.

Swepco-AEP
Ozark Electric
Cox Communications
AT&T
AWG (Source Gas)
Fayetteville Water & Sewer
Fayetteville Solid Waste
Fayetteville Transportation

8/20/13

Attached please find an easement vacation plat which shows easements to be vacated (shaded areas). These easements were dedicated by an easement plat recorded at 0023-00000277 and they do not have any utilities in them and they are not required now. This property was planned for an extension of he pines but is now planned for three single family lots. Please review and call concerning any questions you may have. Please sign the attached form.

Thank you.

Sincerely;

David L. Jorgensen, P.E.

PETITION TO VACATE access and utility easements shown by the attached easement vacation plat **LOCATED IN** the **CITY OF FAYETTEVILLE, ARKANSAS**

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being the owners of the real estate of the attached easement vacation plat hereinafter sought to be abandoned and vacated in of the attached easement vacation plat, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate said access and utility easements which is shown on the attached easement vacation plat.

(SEE ATTACHED)

That the abutting real estate affected by said abandonment and that would not be adversely affected.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate said access and utility easements, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

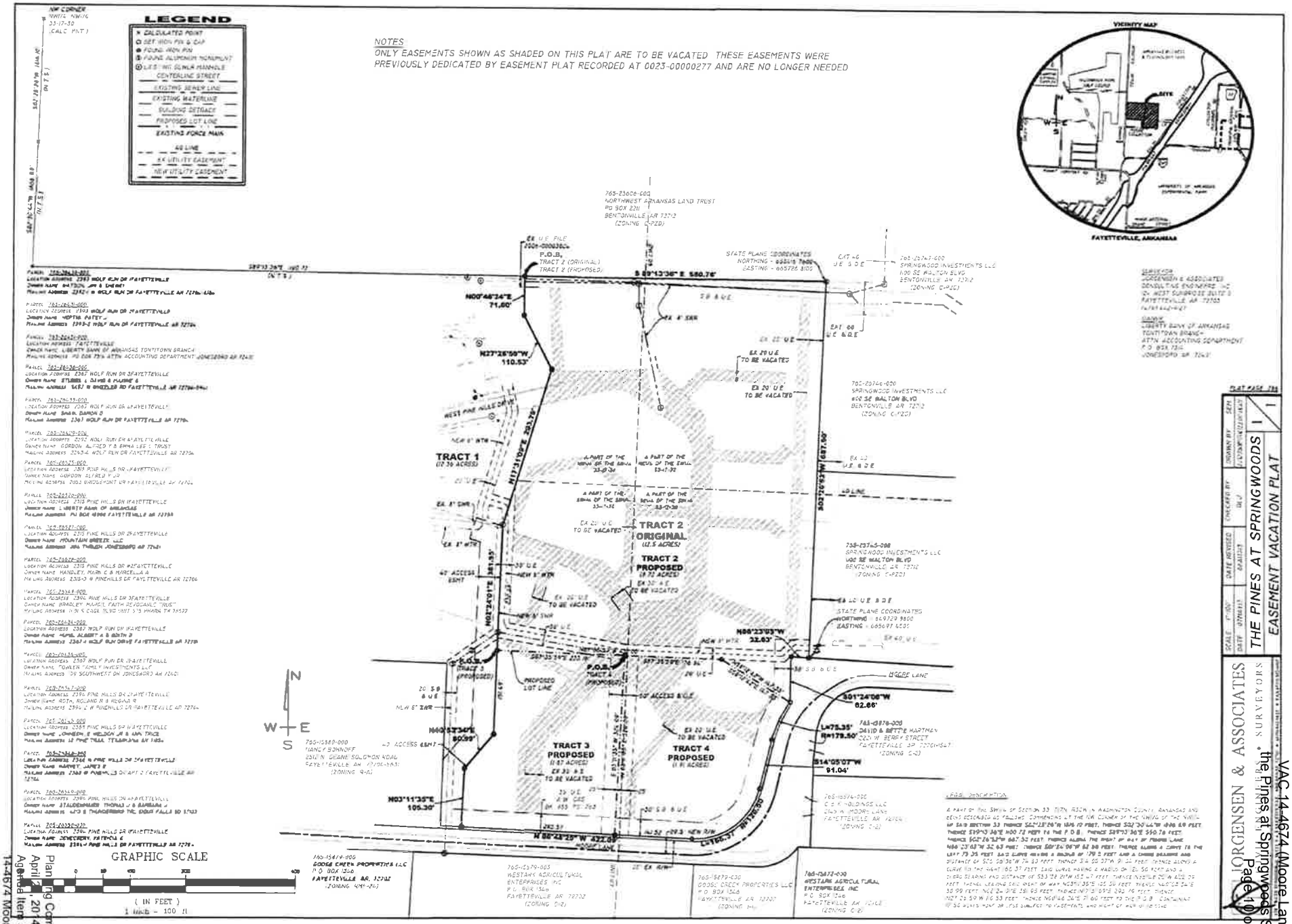
Dated this 15th day of March, 2014.

Scott Haycock
Printed Name

Signature

Printed Name

Signature


LEGEND
CALCULATED POINT
SET IRON PIN & CAP
FOUND IRON PIN
FOUND ALUMINUM MONUMENT
L.E.S. INC SUNLIK MANHOLE
CENTERLINE STREET
EXISTING SEWER LINE
EXISTING WATERLINE
BUILDING SETBACK
PROPOSED LOT LINE
EXISTING FORCE MAIN
LO LINE
EX UTILITY EASEMENT
NEW UTILITY EASEMENT
NOTES
ONLY EASEMENTS SHOWN AS SHADED ON THIS PLAT ARE TO BE VACATED THESE EASEMENTS WERE PREVIOUSLY DEDICATED BY EASEMENT PLAT RECORDED AT 0023-00000277 AND ARE NO LONGER NEEDED
VICINITY MAP
SITE
FAYETTEVILLE, ARKANSAS
765-23606-000
NORTHWEST ARKANSAS LAND TRUST
PO BOX 2211
BENTONVILLE AR 72712
(ZONING C-PZD)
P.O.B.
TRACT 2 (ORIGINAL)
TRACT 2 (PROPOSED)
STATE PLANE COORDINATES
NORTHING - 665415.7600
EASTING - 665726.8100
765-23747-000
SPRINGWOOD INVESTMENTS LLC
100 SE WALTON BLVD
BENTONVILLE AR 72712
(ZONING C-PZD)
N00°46'34"E
71.60'
N27°26'50"W
110.53'
EX 20' U.E TO BE VACATED
765-23746-000
SPRINGWOOD INVESTMENTS LLC
400 SE WALTON BLVD
BENTONVILLE AR 72712
(ZONING C-PZD)
WEST PINE HILLS DR
TRACT 1
(12.30 ACRES)
TRACT 2
ORIGINAL
(12.5 ACRES)
TRACT 2
PROPOSED
(9.72 ACRES)
40' ACCESS EASMT
765-23745-000
SPRINGWOOD INVESTMENTS LLC
100 SE WALTON BLVD
BENTONVILLE AR 72712
(ZONING C-PZD)
STATE PLANE COORDINATES
NORTHING - 664929.9800
EASTING - 666697.4200
N88°23'03"W
32.63'
MOORE LANE
S01°24'06"W
62.66'
L=75.35'
R=179.50'
765-13878-000
DAVID & BETTIE HARTMAN
2221 W BERRY STREET
FAYETTEVILLE AR 72703-1547
(ZONING C-2)
S14°05'07"W
91.04'
PROPOSED LOT LINE
TRACT 3
PROPOSED
(1.87 ACRES)
TRACT 4
PROPOSED
(1.91 ACRES)
N40°53'34"E
80.99'
N03°11'35"E
105.30'
765-15880-000
NANCY SONNOFF
2512 N. DEANE SOLOMON ROAD
FAYETTEVILLE AR 72703-5543
(ZONING R-A)
765-13874-000
C & K HOLDINGS LLC
2540 N. MOORE LANE
FAYETTEVILLE AR 72704
(ZONING C-2)
N 88°23'29" W 422.07'
765-15814-000
GOOSE CREEK PROPERTIES LLC
P.O. BOX 1366
FAYETTEVILLE AR. 72702
(ZONING MHP-2)
765-15879-003
WESTARK AGRICULTURAL ENTERPRISES INC
P.O. BOX 1366
FAYETTEVILLE AR 72702
(ZONING C-2)
765-15879-030
GOOSE CREEK PROPERTIES LLC
P.O. BOX 1366
FAYETTEVILLE AR 72702
(ZONING I-1)
765-13873-030
WESTARK AGRICULTURAL ENTERPRISES INC
P.O. BOX 1366
FAYETTEVILLE AR 72702
(ZONING C-2)
LEGAL DESCRIPTION
GRAPHIC SCALE
(IN FEET)
1 INCH = 100 ft
SURVEYOR
JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS INC
1101 WEST SUNSET SUITE 3
FAYETTEVILLE AR 72703
(479) 442-9127
OWNER
LIBERTY BANK OF ARKANSAS
TONTITOWN BRANCH
ATTN ACCOUNTING DEPARTMENT
P.O. BOX 756
JONESBORO AR 72403
PLAT PAGE 786
SCALE 1"=100'
DATE 07/14/13
DATE REVISED 08/21/13
CHECKED BY DWJ
DRAWN BY SEM
THE PINES AT SPRINGWOODS
EASEMENT VACATION PLAT
JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS • SURVEYORS

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 11-25-13

UTILITY COMPANY: Fayetteville Solid Waste

APPLICANT NAME: Scott Hancock APPLICANT PHONE: 442-9127

REQUESTED VACATION (*applicant must check all that apply*): dave Jorgensen (eng)

- [x] Utility Easement
- [x] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** Moore Lane (See Attached)

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- [x] No objections to the vacation(s) described above.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- [ ] No objections provided the following conditions are met:

Brian Pre

Signature of Utility Company Representative

Waste Reduction Coordinator

Title

August 2012
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 11/25/2013

UTILITY COMPANY: Fayetteville Water & Sewer

APPLICANT NAME: Scott Hancock APPLICANT PHONE: 442-9127

REQUESTED VACATION (*applicant must check all that apply*): Dave Jorgensen (Eng)

☒ Utility Easement

☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** Moore Lane (See Attached)

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☐ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

Pending subject to the installation of new water/sewer lines to serve the adjusted lots.

Signature of Utility Company Representative

Utilities Engineer

Title

August 2012
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 11/25/13

UTILITY COMPANY: SWEPCO - AEP

APPLICANT NAME: Scott Hancock APPLICANT PHONE: 442-9027 ☑
c/o Jorgensen & Assoc

REQUESTED VACATION (*applicant must check all that apply*):

☒ Utility Easement

☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** Moore Lane (the Pines) See attached

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☑ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Signature of Utility Company Representative

Dist. Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 11-26-13

UTILITY COMPANY: Ozarks Electric

APPLICANT NAME: Scott Hancock APPLICANT PHONE: 442-9127

c/o of dave Jorgensen

REQUESTED VACATION (*applicant must check all that apply*):

- [x] Utility Easement
- [x] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** Moore Lane (See attached)

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- [ ] No objections to the vacation(s) described above.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- [ ] No objections provided the following conditions are met:

Mike Phipps
Signature of Utility Company Representative

System Staking Tech
Title

August 2012
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 12/2/2013

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Scott Hancock APPLICANT PHONE: 442-9127

REQUESTED VACATION (*applicant must check all that apply*): Jorgensen & Assoc (Eng.)

- [x] Utility Easement
- [x] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** Moore Lane (See Attached

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- [ ] No objections to the vacation(s) described above.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- [x] No objections provided the following conditions are met:

Any damage to or relocation of our existing facilities will be a the developers/owners expense.

Chad A Hall
Signature of Utility Company Representative

Construction Planner NWA
Title

August 2012
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: _____

UTILITY COMPANY: AWG (Source Gas)

APPLICANT NAME: Scott Hancock APPLICANT PHONE: 442-9127 c/o DAVE JORGENSEN

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** Moore Lane (See Attached)

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

_____

_____

- ☐ No objections provided the following conditions are met:

_____

_____

Signature of Utility Company Representative

Division Manager
Title

August 2012
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 12-11-13

UTILITY COMPANY: AT&T

APPLICANT NAME: Scott Hancock APPLICANT PHONE: 442-9127
c/o Dave Jorgensen

REQUESTED VACATION (*applicant must check all that apply*):

- [x] Utility Easement
- [x] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** Moore Lane - the Pines See Attached

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- [ ] No objections to the vacation(s) described above.
- [x] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- [x] No objections provided the following conditions are met:

RELOCATION OF OR DAMAGE TO ANY EXISTING AT&T SWBT FACILITIES WILL BE CARED FOR AT THE OWNER DEVELOPER'S EXPENSE.

Susan K Clouser
Signature of Utility Company Representative

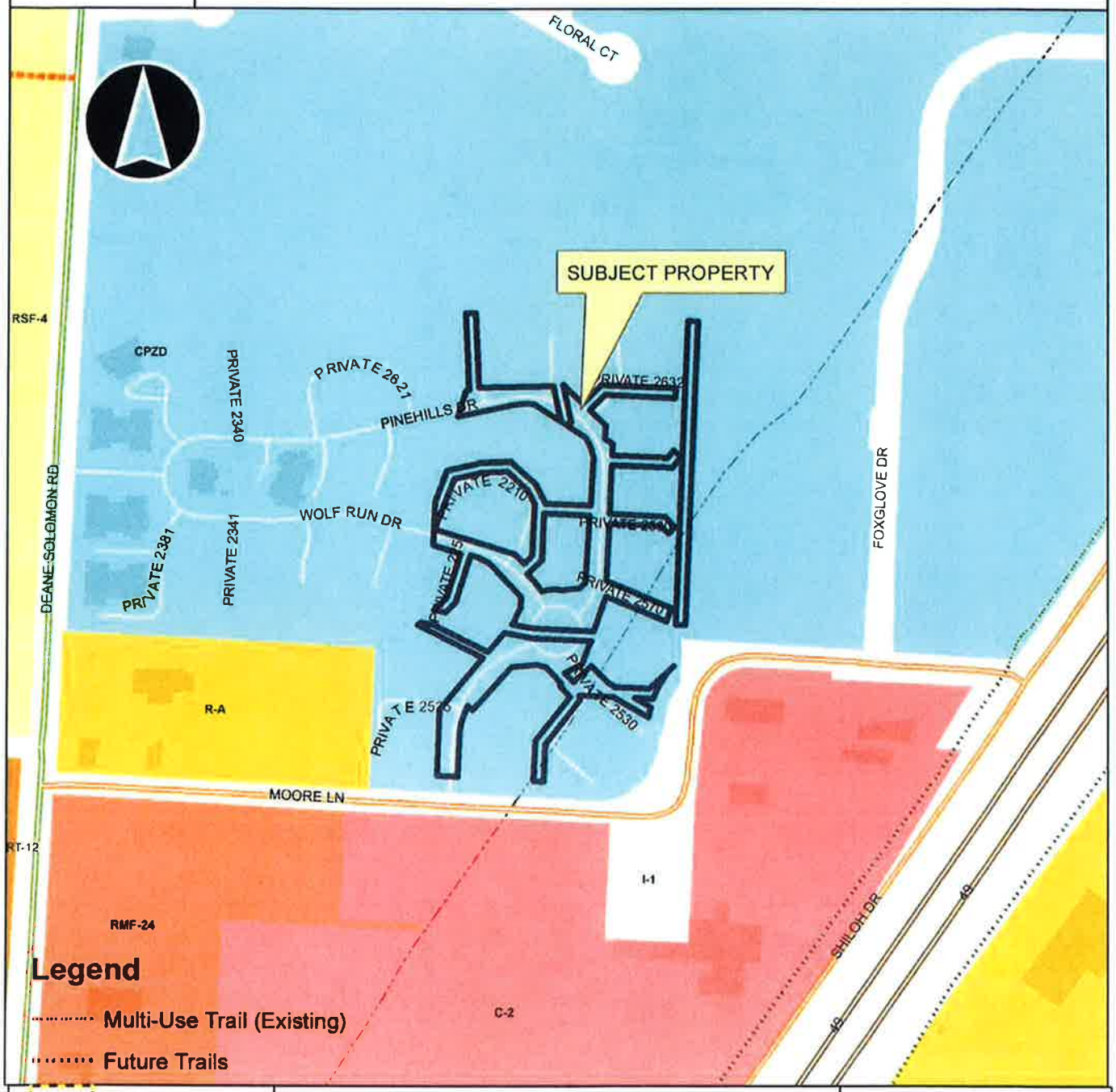
OSP DESIGN ENGINEER
Title

August 2012
Page 5

VAC14-4674

Close Up View

MOORE LN THE PINES AT SPRINGWOODS



Overview

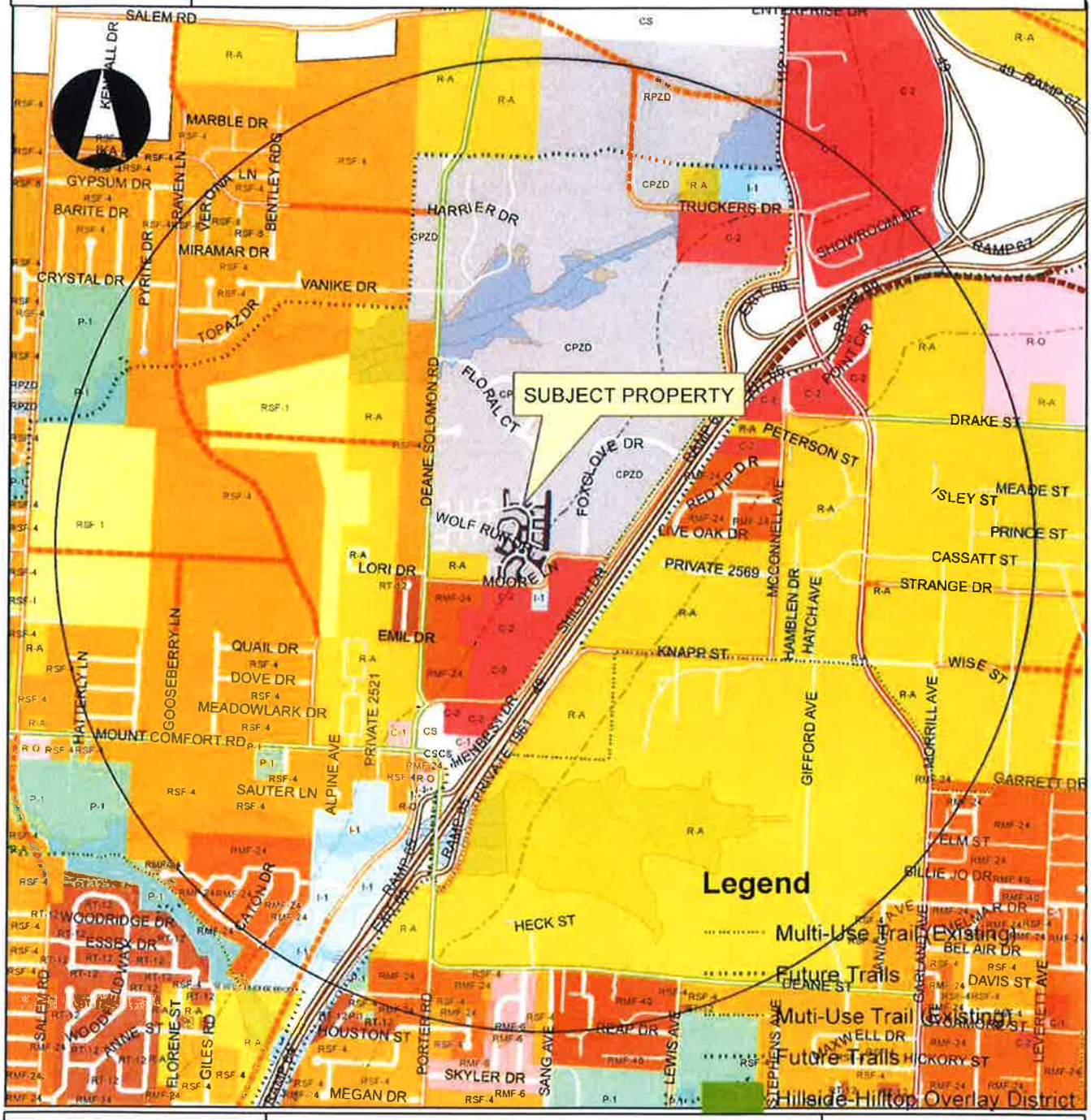
- Fayetteville City Limits
- VAC14-4674
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 Feet

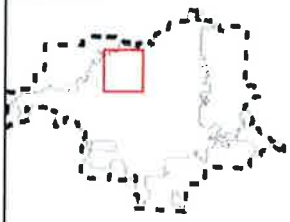
VAC14-4674

One Mile View

MOORE LN THE PINES AT SPRINGWOODS



Overview



Legend

Subject Property

VAC14-4674

Boundary

VAC14-4674

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

City of Fayetteville Item Review Form

2014-0213

Legistar File Number

05/20/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Quin Thompson

Submitted By

Development Services

Department

Action Required:

VAC 14-4685: Vacation (SHILOH DR AND FOXGLOVE/SPRINGWOOD C-PZD, 287): Submitted by JORGENSEN & ASSOCIATES for property located at SHILOH AND FOXGLOVE DR. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 0.22 acres. The request is to vacate part of a utility easement.

Does this item have a cost? No

Cost of this request	Category or Project Budget	Program or Project Name
Account Number	Funds Used to Date	Program or Project Category
	$0.00	
Project Number	**Remaining Balance**	Fund Name

Budgeted Item? **Budget Adjustment Attached?**

V20130812

ENTERED 5/2/14

ENTERED 5/5/14

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

5-5-14

5-5-2014

5-5-14

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 20, 2014

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: May 02, 2014

SUBJECT: **VAC 14-4685:** Vacation (SHILOH DR AND FOXGLOVE/SPRINGWOOD C-PZD, 287): Submitted by JORGENSEN & ASSOCIATES for property located at SHILOH AND FOXGLOVE DR. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 0.22 acres. The request is to vacate part of a utility easement.

RECOMMENDATION:
The Planning Commission recommends approval of an ordinance to vacate a utility easement as requested by the applicant. Planning Division staff recommends approval of the request.

BACKGROUND:
The subject property is at the intersection of Shiloh Drive and Foxglove Drive, and west of I-540. The property is within a Commercial Planned Zoning District and contains approximately 5.25 acres and three lots.

The applicant requests vacation of a platted utility easement in order to facilitate development of three lots as a part of a single project that requires removal of the existing easement.

The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with no objections. The areas being vacated are surrounded entirely by property owned by the applicant.

DISCUSSION:
On April 28, 2014 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 8-0-0.

BUDGET/STAFF IMPACT:
N/A

Attachments:
CC Ordinance
Exhibit A
Exhibit B
Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 14-4685 SUBMITTED BY JORGENSEN & ASSOCIATES FOR PROPERTY LOCATED AT SHILOH AND FOXGLOVE DRIVE TO VACATE A PORTION OF A UTILITY EASEMENT.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easements are not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following portion of utility easement described in Exhibit "B" attached hereto and made a part thereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit "A" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the following conditions of approval:

1. Any damage or relocation of existing facilities shall be at the owner/developer's expense.

PASSED and **APPROVED** this day of , 2014.

APPROVED: ATTEST:

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

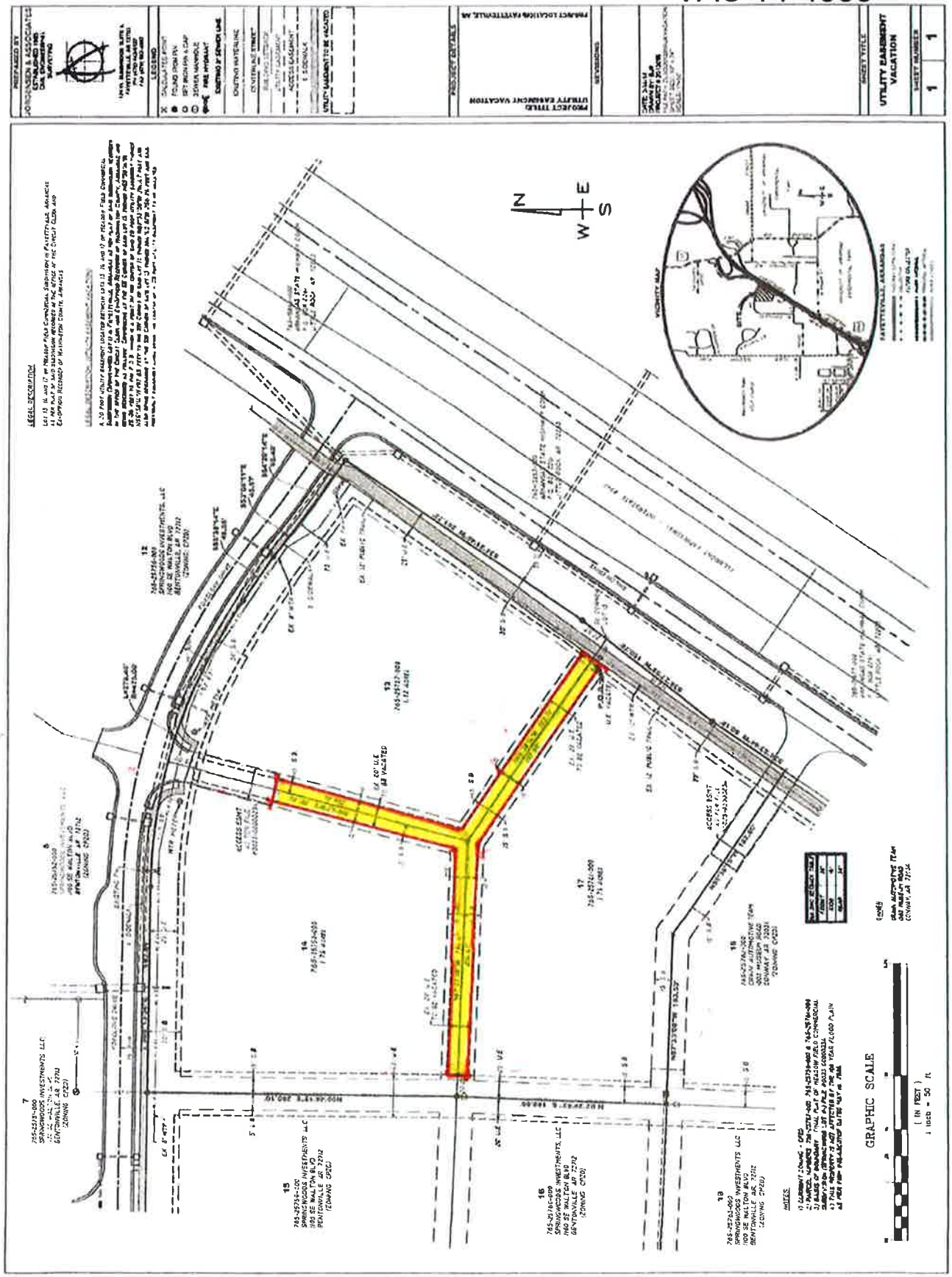

PROJECT TITLE
UTILITY EASEMENT VACATION
SHEET TITLE
UTILITY EASEMENT VACATION
LEGAL DESCRIPTION
GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.
NOTES
VICINITY MAP
N
E
S
W

EXHIBIT 'B'
VAC 14-8685

LEGAL DESCRIPTION: (UTILITY EASEMENT VACATION)

A 20 foot utility easement located between lots 13, 14 and 17 of Meadow Field Commercial Subdivision (Springwoods Lot 1) in Fayetteville, Arkansas as per plat of said subdivision recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being described as follows: Commencing at the SE Corner of said lot 13 thence N55°38'14"W 25.06 feet to the P.O.B. which is a point on the center of said 20 foot utility easement thence N55°38'14"W 197.65 feet to the SW Corner of said lot 13 thence N87°33'08"W 214.47 feet and also being beginning at the SW Corner of said lot 13 thence N14°43'01"W 256.24 feet and said previously described lines being the center of a 20 foot utility easement to be vacated.

CITY OF Fayetteville ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~April 28, 2014~~ UPDATED MAY 02, 2014

SUBJECT: **VAC 14-4685: Vacation (SHILOH DR AND FOXGLOVE/SPRINGWOOD C-PZD, 287):** Submitted by JORGENSEN & ASSOCIATES for property located at SHILOH AND FOXGLOVE DR. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 0.22 acres. The request is to vacate part of a utility easement.

RECOMMENDATION:
Staff recommends forwarding **VAC 14-4685** to the City Council with a recommendation for approval with conditions.

BACKGROUND:
The subject property is at the intersection of Shiloh Drive and Foxglove Drive, and west of I-540. The property is within a Commercial Planned Zoning District and contains approximately 5.25 acres and three lots.

The applicant requests vacation of a platted utility easement in order to facilitate development of three lots as a part of a single project.

DISCUSSION:
Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped	C-PZD
South	Undeveloped	C-PZD
East	Multi-family residential	RMF-24, Residential Multi-family/24 units per acre
West	Undeveloped	C-PZD

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with no objections. The areas being vacated are surrounded entirely by property owned by the applicant.

UTILITIES	**RESPONSE**
Cox Communications	No objections
Ozarks Electric Power Company	No objections
Source Gas	No objections
AT&T	No objections

CITY OF FAYETTEVILLE:	**RESPONSE**
Water/Sewer	No objections
Recycling & Trash Collection	No objections
Transportation	No objections

Public Comment:
No public comment has been received.

Recommendation:
Staff recommends forwarding **VAC 14-4685** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities shall be at the owner/developer's expense.

PLANNING COMMISSION ACTION: Required

Date: April 28, 2014 ❒ **Tabled** X **Forwarded** ❒ **Denied**

Motion: Winston **Second: Autry** **Vote: 8-0-0**

CITY COUNCIL ACTION: Required

Date: May 20, 2014 ❒ **Approved** ❒ **Denied**

BUDGET/STAFF IMPACT:
None

Attachments:
Request Letter
Petition to Vacate
Vacation Plat
Utility Approvals
One Mile Map
Close Up Map

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS · SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 · FAYETTEVILLE, ARKANSAS 72703 · (479) 442-9127 · FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE E. JORGENSEN, P.E.

City of Fayetteville
113 W Mountain
Fayetteville, AR. 72701

3/12/14

Att: Planning
Re: Easement Vacation (Crain Auto)

Attached please find information pertaining to an easement vacation required for the construction of the Crain Automotive Building.

These easements do not have utilities in them.

Please call concerning any questions you may have.

Thank you.

David L. Jorgensen, P.E.

PETITION TO VACATE street right of way shown by the attached easement vacation plat **LOCATED IN** the **CITY OF FAYETTEVILLE, ARKANSAS**

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being the owners of the real estate of the attached easement vacation plat hereinafter sought to be abandoned and vacated as shown on attached easement vacation plat, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate said right of way easements which is shown on the attached easement vacation plat.

(SEE ATTACHED)

That the abutting real estate affected by said vacation would not be adversely affected.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate said right of way easement, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said right of way.

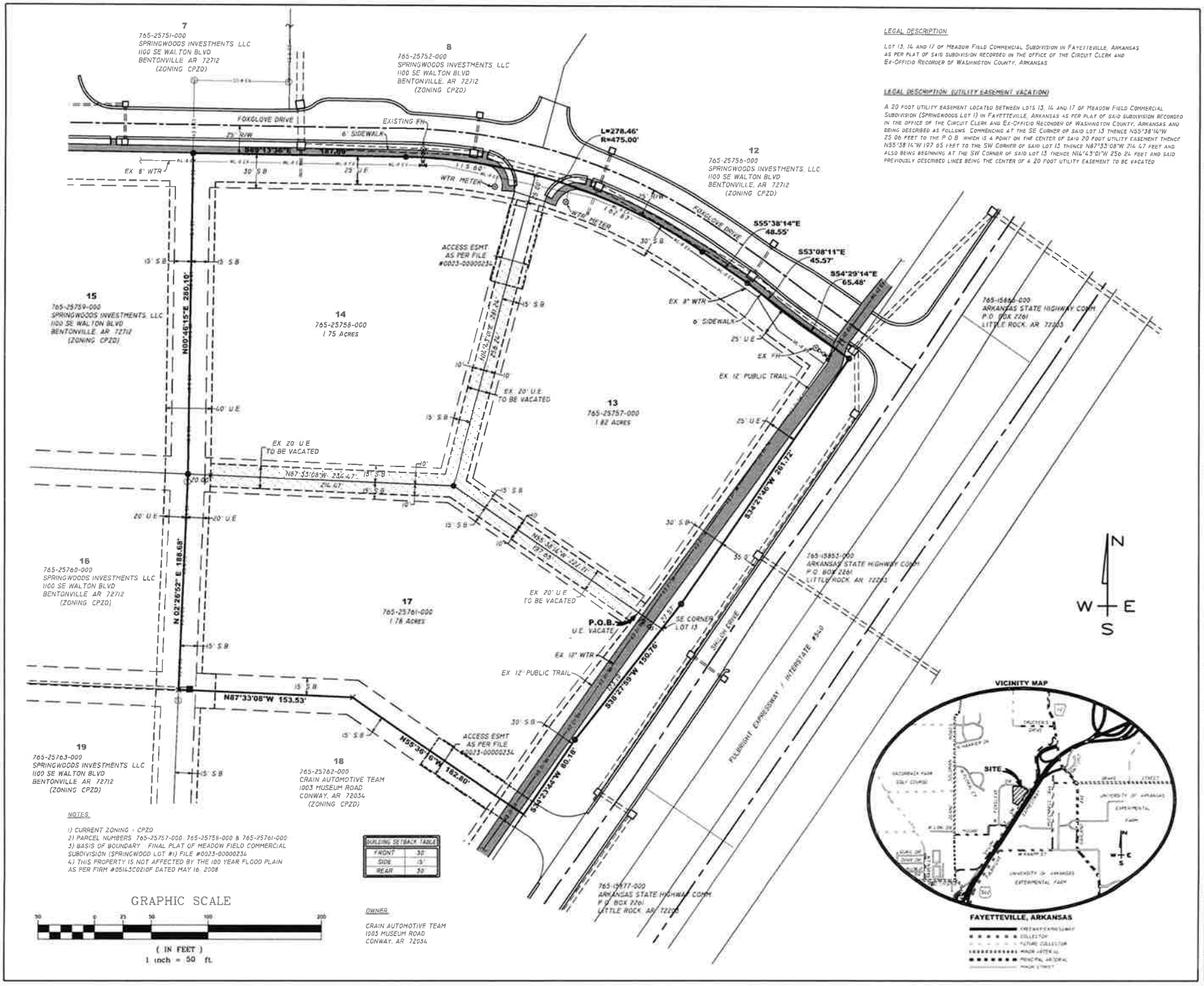
Dated this 18th day of March, 2014.

Mitchell Massey
Printed Name

Mitch Massey
Signature

Printed Name

Signature



LEGAL DESCRIPTION

LOT 13, 14 AND 17 OF MEADOW FIELD COMMERCIAL SUBDIVISION IN FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS

LEGAL DESCRIPTION (UTILITY EASEMENT VACATION)

A 20 FOOT UTILITY EASEMENT LOCATED BETWEEN LOTS 13, 14 AND 17 OF MEADOW FIELD COMMERCIAL SUBDIVISION (SPRINGWOODS LOT 1) IN FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 13 THENCE N55°38'14"W 25.06 FEET TO THE P.O.B. WHICH IS A POINT ON THE CENTER OF SAID 20 FOOT UTILITY EASEMENT THENCE N55°38'14"W 197.65 FEET TO THE SW CORNER OF SAID LOT 13 THENCE N87°33'08"W 214.47 FEET AND ALSO BEING BEGINNING AT THE SW CORNER OF SAID LOT 13 THENCE N14°43'01"W 256.24 FEET AND SAID PREVIOUSLY DESCRIBED LINES BEING THE CENTER OF A 20 FOOT UTILITY EASEMENT TO BE VACATED

NOTES

1) CURRENT ZONING - CPZD
2) PARCEL NUMBERS: 765-25757-000, 765-25758-000 & 765-25761-000
3) BASIS OF BOUNDARY: FINAL PLAT OF MEADOW FIELD COMMERCIAL SUBDIVISION (SPRINGWOOD LOT #1) FILE #0023-00000234
4) THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #05143C0210F DATED MAY 16, 2008

BUILDING SETBACK TABLE	
FRONT	30'
SIDE	15'
REAR	30'

OWNER

CRAIN AUTOMOTIVE TEAM
1003 MUSEUM ROAD
CONWAY, AR 72034

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

PREPARED BY

JORGENSEN & ASSOCIATES
ESTABLISHED 1985
CIVIL ENGINEERING
SURVEYING

124 W. SUNBRIDGE SUITE B
FAYETTEVILLE AR 72703
PH (479) 442-9127
FAX (479) 582-4807

LEGEND

- CALCULATED POINT
- FOUND IRON PIN
- SET IRON PIN & CAP
- SEWER MANHOLE
- FIRE HYDRANT
- EXISTING 6" SEWER LINE
- EXISTING WATERLINE
- CENTERLINE STREET
- BUILDING SETBACK
- UTILITY EASEMENT
- ACCESS EASEMENT
- 6' SIDEWALK
- UTILITY EASEMENT TO BE VACATED

PROJECT DETAILS

PROJECT TITLE:
UTILITY EASEMENT VACATION

PROJECT LOCATION: FAYETTEVILLE, AR.

REVISIONS

DATE: 3-14-14
DRAWN BY: BJR
PROJECT # 2013096
FILE PATH: Z:\SD\2013096\UEVACATION
SHEET SIZE: 18" x 24"
SCALE: 1"=50

SHEET TITLE

UTILITY EASEMENT VACATION

SHEET NUMBER

1

VAC 14-4685 (Shiloh Dr. and Foxglove/Springwood Dr. ZLD)
Page 1 of 10

D: 2

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3/17/2014

UTILITY COMPANY: Cox

APPLICANT NAME: CRMN Automotive APPLICANT PHONE: Jorgensen & Assoc 442-9127

REQUESTED VACATION (***applicant must check all that apply***):

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way .

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Shiloh & Foxglove

- [x] ***(ATTACH legal description and graphic representation of what is being vacated-SURVEY)***

UTILITY COMPANY COMMENTS:

- [ ] No objections to the vacation(s) described above, and no comments.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- [x] No objections provided the following conditions are met:

Any damage to or relocation of existing facilities will be at the developers/owners expense.

Chad I [illegible]
Signature of Utility Company Representative

Construction Planner III NWA
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: _____

UTILITY COMPANY: OZARKS ELECTRIC

APPLICANT NAME: CRAIN AUTOMOTIVE APPLICANT PHONE: jorgensen & Assoc 442-9127

REQUESTED VACATION (***applicant must check all that apply***):

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

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General location / Address Shiloh & Foxglove

[✓] ***(ATTACH legal description and graphic representation of what is being vacated-SURVEY)***

UTILITY COMPANY COMMENTS:

- [x] No objections to the vacation(s) described above, and no comments.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

_____

_____

- [ ] No objections provided the following conditions are met:

_____

_____

Mike Phipps
Signature of Utility Company Representative

SYSTEM STAKING TECH
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 26 MAR 2014

UTILITY COMPANY: WATER/SEWER (CITY OF FAY)

APPLICANT NAME: CRAIN AUTOMOTIVE APPLICANT PHONE: JORGENSEN & ASSOC. 442-9127

REQUESTED VACATION (***applicant must check all that apply***):

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- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

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General location / Address Shiloh & Foxglove

✓ ***(ATTACH legal description and graphic representation of what is being vacated-SURVEY)***

UTILITY COMPANY COMMENTS:

- [ ] No objections to the vacation(s) described above, and no comments.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- [x] No objections provided the following conditions are met:

JUST THE SHADED EASEMENTS

Tim Nyander (TIM NYANDER)
Signature of Utility Company Representative

INTERIM DIRECTOR FOR WATER & SEWER FUNCTIONS
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3-17-14

UTILITY COMPANY: City Of Fayetteville Transportation

APPLICANT NAME: CPAN Automotive APPLICANT PHONE: Jorgensen & Assoc 442-9127

REQUESTED VACATION (*applicant must check all that apply*):

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Shiloh & Foxglove

✓ *(ATTACH legal description and graphic representation of what is being vacated-SURVEY)*

UTILITY COMPANY COMMENTS:

- [x] No objections to the vacation(s) described above, and no comments.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)
- [ ] No objections provided the following conditions are met:

Terry L. Gulley
Signature of Utility Company Representative

Trans. Services Dir.
Title

2014/03/17 07:51:12 1 /1
03/17 2014 07:54 IFAX transcanon@ci.fayetteville.ar.us 001/001

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3-14-14

UTILITY COMPANY: City Of Fayetteville Solid Waste

APPLICANT NAME: CRAIN Automotive APPLICANT PHONE: Jorgensen & Assoc 442-9127

REQUESTED VACATION (***applicant must check all that apply***):

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Shiloh & Foxglove

✓ ***(ATTACH legal description and graphic representation of what is being vacated-SURVEY)***

UTILITY COMPANY COMMENTS:

- [x] No objections to the vacation(s) described above, and no comments.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- [ ] No objections provided the following conditions are met:

Brian Pugh
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 3-14-14

UTILITY COMPANY: AEP

APPLICANT NAME: CRAIN Automotive APPLICANT PHONE: Jorgensen & Assoc 442-9127

REQUESTED VACATION (*applicant must check all that apply*):

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way .

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Shiloh & Foxglove

- [✓] *(ATTACH legal description and graphic representation of what is being vacated-SURVEY)*

UTILITY COMPANY COMMENTS:

- [✓] No objections to the vacation(s) described above, and no comments.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- [ ] No objections provided the following conditions are met:

John Bryan
Signature of Utility Company Representative

Dist. Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: _____

UTILITY COMPANY: Source Gas

APPLICANT NAME: Crain Automotive APPLICANT PHONE: Jorgensen & Assoc 442-9127

REQUESTED VACATION (***applicant must check all that apply***):

- [x] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Shiloh & Foxglove

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- [x] No objections to the vacation(s) described above, and no comments.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- [ ] No objections provided the following conditions are met:

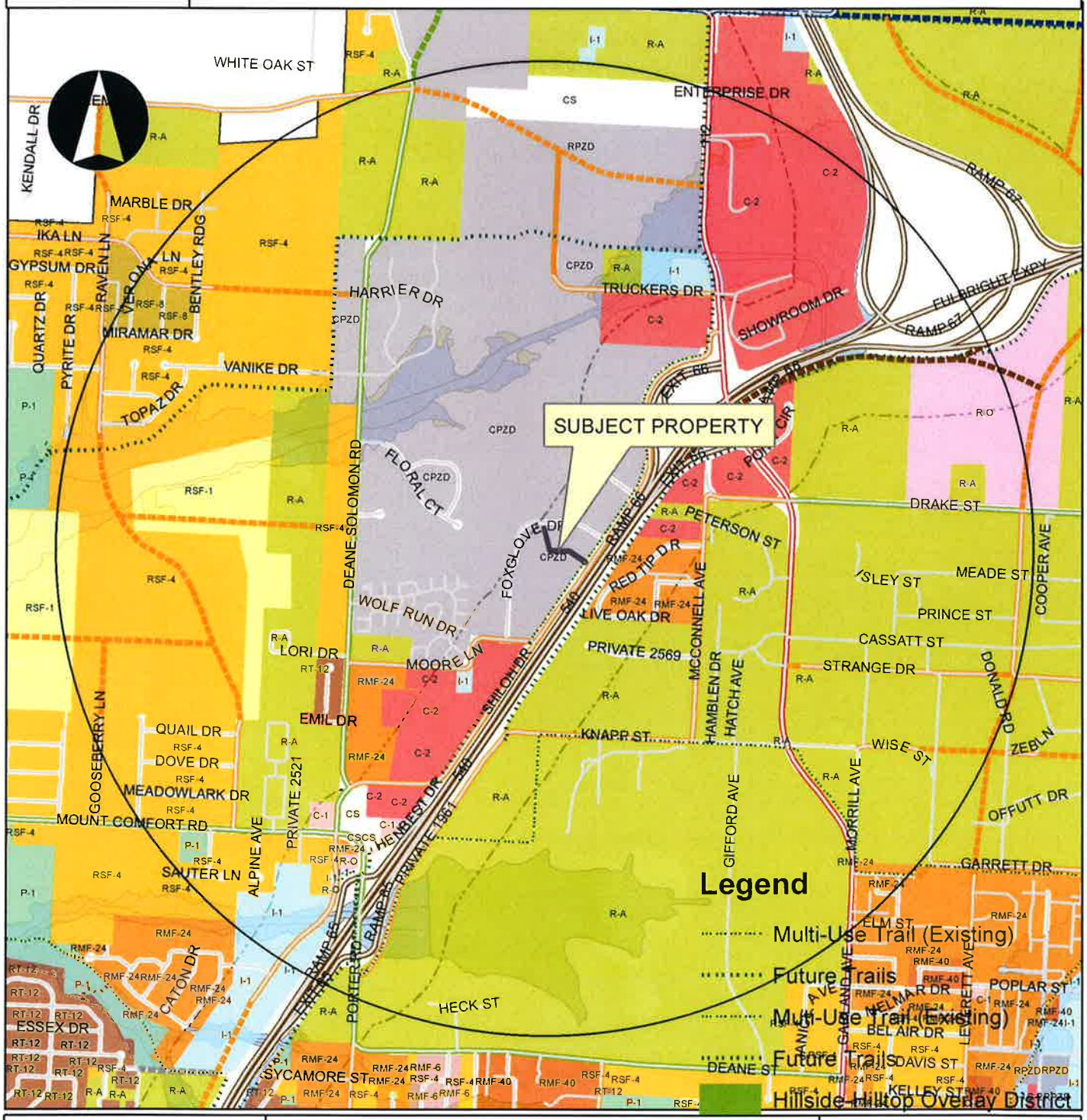
Signature of Utility Company Representative

Division Manager
Title

VAC14-4685

One Mile View

SPRINGWOOD CPZD



Overview

Legend

Subject Property

VAC14-4685

Boundary

VAC14-4685

Design Overlay District

Planning Area

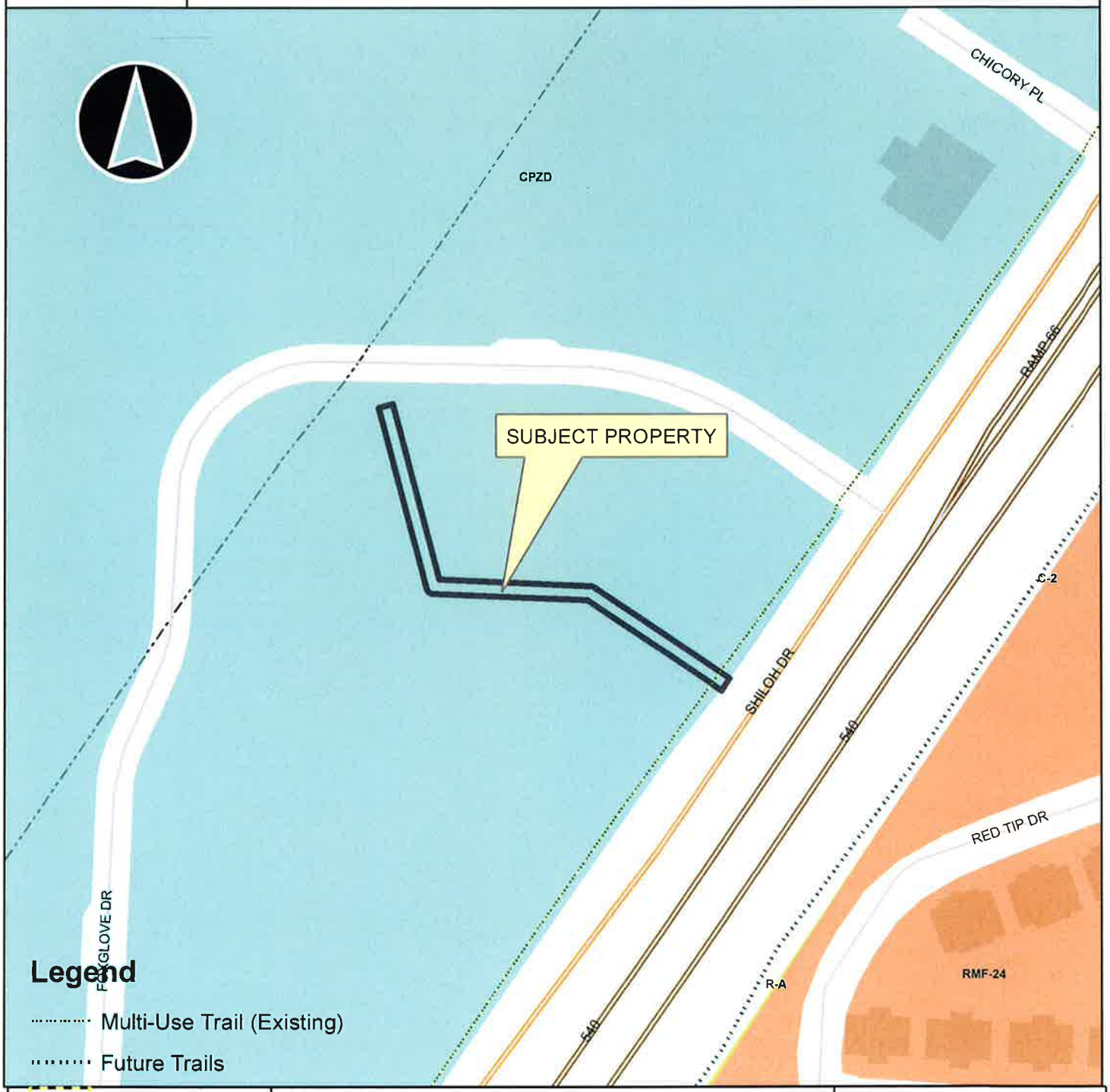
Fayetteville

0 0.25 0.5 1 Miles

VAC14-4685

Close Up View

SPRINGWOOD CPZD



Overview

- Fayetteville City Limits
- VAC14-4685
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

Agenda Session 5/13/14

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

CITY OF Fayetteville ARKANSAS

ALDERMEN
Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
May 20, 2014

A meeting of the Fayetteville City Council will be held on May 20, 2014 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Bi-Monthly Report on Public Transit in Fayetteville**

Agenda Additions:

A. Consent:

1. Approval of the May 06, 2014 City Council meeting minutes.

2. **Garver, LLC:** A resolution to approve a professional engineering services agreement with Garver, LLC for design services for Kessler Mountain water main improvements in an amount not to exceed $105,600.00, and to approve a budget adjustment.

3. **Highway 16 Bridge Project:** A resolution to authorize the conveyance of utility easements to the City of Elkins for water and sewer line relocations for the Highway 16 bridge project.

4. **Community Resources Division Budget Adjustment:** A resolution to approve a budget adjustment in the total amount of $8,926.00 representing citizen donation revenue for 2013 and 2014 and an ASPCA Grant for the Ranger's Pantry Pet Food Bank; donation revenue from the Fraternal Order of Police for the Senior Giving Tree Event; and CDBG program income received from a housing program lien payoff and taxi refund.

B. Unfinished Business: None

C. Public Hearing:

1. **Stroud Investment Properties, LLC:** A resolution to order the razing and removal of a dilapidated and unsafe structure owned by Stroud Investment Properties, LLC located at 540 North Betty Jo Drive in the City of Fayetteville, Arkansas, and to approve a budget adjustment.

D. New Business:

1. **VAC 14-4674 (Moore Lane in the Pines at Springwoods S/D):** An ordinance approving VAC 14-4674 submitted by Jorgensen & Associates for property located at Moore Lane in the Pines at Springwood to vacate utility and access easements.

2. **VAC 14-4685 (Shiloh Dr. and Foxglove/Springwood C-PZD):** An ordinance approving VAC 14-4685 submitted by Jorgensen & Associates for property located at Shiloh and Foxglove Drive to vacate a portion of a utility easement.

E. City Council Agenda Session Presentations:

1. **Annual Report from CH2M Hill** – Billy Ammons & Duyen Tran

2. **Woolsey Homestead Historic Assessment Report** – Don Marr, Chief of Staff

F. City Council Tour:

G. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

> **Agenda additions.** A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.
>
> **Consent Agenda.** Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.
>
> **Old business and new business.**
>
> > **Presentations by staff and applicants.** Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.
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Pre Agenda Meeting 5/7/14

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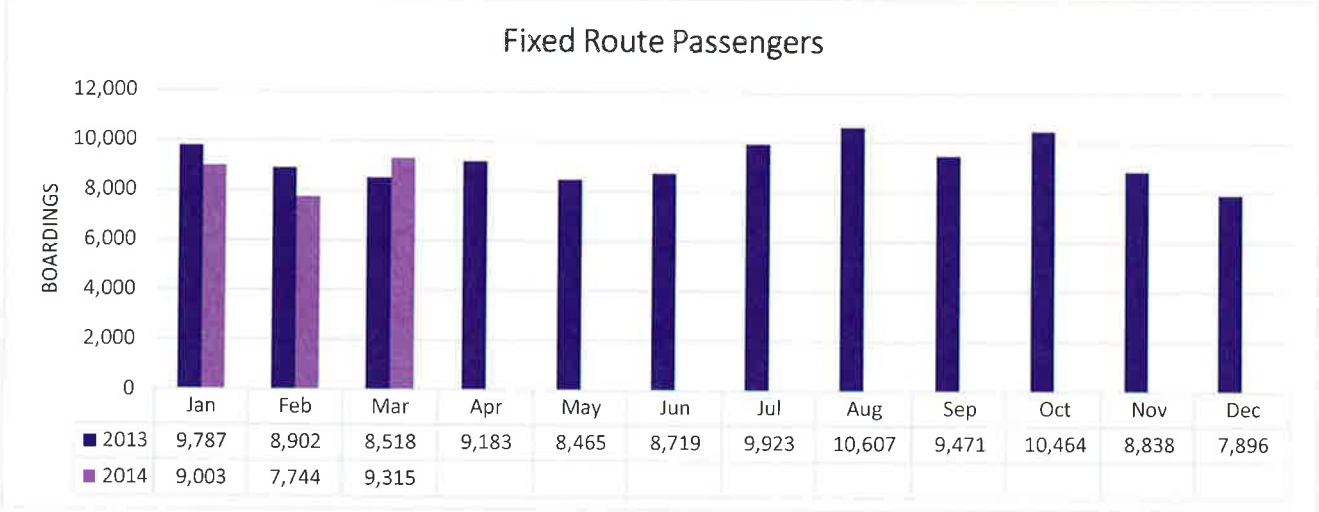
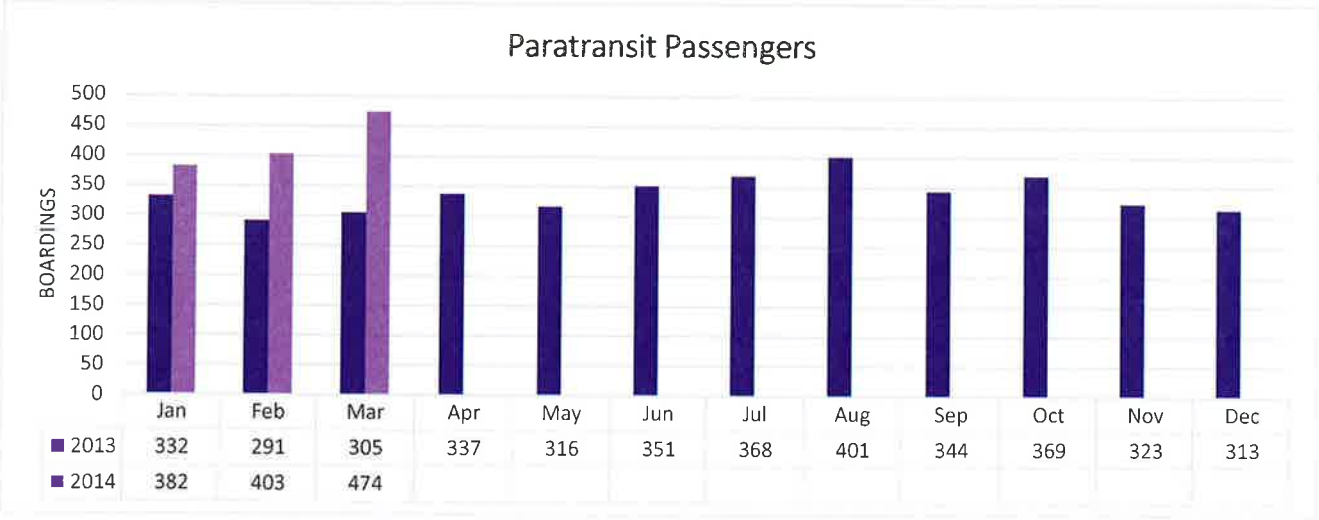
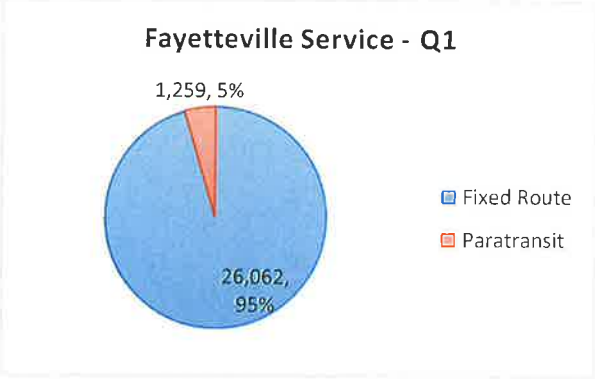
Bi-Monthly Report on Public Transit in Fayetteville Presentation

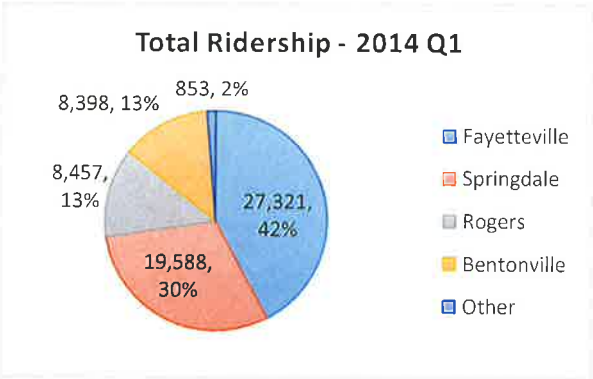
Key Performance Indicators - City of Fayetteville

	TOTAL SYSTEM - Q1			FAYETTEVILLE - Q1			
	CY 13	CY 14	% Change	CY 13	CY 14	% Change	% of Total
Days of Op	63	60		63	60		
Fixed Route	65,617	59,017	-10%	27,207	26,062	-4%	44%
Paratransit	4,842	5,600	16%	928	1,259	36%	22%
Total	70,459	64,617	-8%	28,135	27,321	-3%	42%



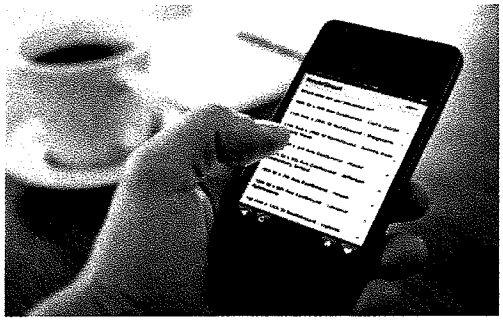






Ozark Regional Transit Communicates with Riders

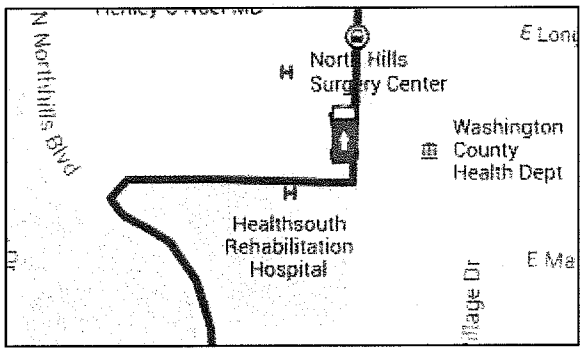
RouteShout



RouteShout gives riders the ability to find exactly when the bus will arrive – instantly and conveniently from your smartphone or the Internet. Having this information at your fingertips allows you to plan your trips and stay abreast of schedule changes or service disruptions. RouteShout is available for free in the app stores or able to be viewed online at m.RouteShout.com

Fixed Route Web Portal

Now, riders can also check the status of their bus through Ozark Regional Transit's website (www.ozark.org). This online web portal features an interactive map so riders can see the precise location of where their buses are by selecting their designated routes. Riders can see their buses moving along their routes in real time as well as see departure times.



How does it Work?

The RouteShout rider communication tools that Ozark Regional Transit offers are part of a complete rider communications platform powered by intelligent transportation systems technology provider, RouteMatch Software. Behind the scenes, RouteShout uses a mix of real street network data, real-time GPS information and predictive analysis to pull, convert and provide real time arrival times to passengers. With RouteShout, riders are better equipped with valuable transit information so they can best plan their rides.

How to Ride the Bus
Be at your stop a few minutes before the bus is scheduled to arrive. Look for the signs on the route that mark all of our bus stops. One block from where you want to get off, let the operator know you want to get off. If you need to transfer from one route to another, ask the driver for the transfer when you board the bus. After departing the bus, wait until the bus has left the stop before crossing the street. Do not attempt to cross in front of the bus.

ORT Vehicles are equipped with Audio/Video Surveillance

ADA Paratransit Service
Applications and all information for paratransit service may be obtained at www.ozark.org

Lost and Found
If you leave an item on the bus, please call us at (479) 756-5901, then press 1.

Holidays
We do not operate on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

COMO SUBIRSE AL AUTOBUS
Debe estar en su parada unos minutos antes que sea la hora de que llegue el autobus. Busque los letreros de las rutas que marcan todas nuestras paradas de autobus. Una quadra antes de donde necesite bajar, dejele saber al conductor del autobus que necesita bajar. O puede anunciar su parada jalando la cuerda a lado de la ventana. Si necesita transferir de una ruta a otra, pidale a el conductor el boleto de tranferencia en cuanto se suba a el autobus. Al bajarse del autobus, espere a que se haiga ido el autobus antes de cruzar la calle. No trate de cruzar enfrente de el autobus.

Los vehiculos de ORT estan equipados con vigilancia de audio y video.

Servicio de ADA Paratransito
Aplicaciones y toda la informacion para paratransito pueden ser obtenidas en nuestra pagina web www.ozark.org

Objetos Perdidos
Si deja algun objeto en algun autobus, por favor llamenos al 479-756-5901, y oprima el numero 2 para español.

Dias Festivos
No tendremos service en los siguientes dias: Ano Nuevo, Dia Conmemorativo, Dia de la Independencia, Dia de Trabajo, Accion de Gracias y Navidad.

Tarifas

Adultos	$1.25
Jovenes (6-18 yrs)	$1.00
Estudiante (U de A) NWACC - Gratis (ensenar ID)	$1.00
Mayores (60 - 74) / Discapacitados*	$0.60
Mayores (75 o mas)*	Gratis
Veteranos / Discapacitad "Service Connected" ID	Gratis
Ninos (Menores de 6)	Gratis
Boleto de traslado	Gratis

Pases

Pase mensual de adulto	$30.00
Pase mensual juvenile	$15.00
Pase estudiantil (U de A)	$15.00
Mayores (60 - 74) / Discapacitados*	$15.00
Boleto de 10 viajes	$10.00
Pase diario (Viajes ilimitados)	$3.00

Los pases pueden adquirirse en nuestras oficinas o comprarse al conductor.
* - Personas mayores (60-74) y personas con discapacidades pagan la mitad del precio de tarifa por los pases para el servicio de ruta fija y personas mayores (75 o mas) son gratis cuando presentan una tarjeta valida de identificacion de Medicare, certificacion de ADA, o ID del gobierno.

AVISO DE NO DISCRIMINACIÓN: Ozark Regional Transit (ORT) conforma con todas las disposiciones de derechos civiles de las leyes federales y las autoridades que prohibe la discriminación en programas y actividades que reciben asistencia financiera federal. Por lo tanto, no discriminan en base de raza, del sexo, del color, de la edad, del origen nacional, de la religión o de por Incapacidades, en la admisión o el acceso a y el tratamiento en programas y actividades de ORT, así como prácticas del alquiler de ORT o del empleo. Quejas de discriminación alegada y investigaciones con respecto a ORT no discriminaciones políticas pueden ser dirigidas a Joel Gardner, Director ejecutivo, 2423 E. Robinson Ave. Springdale, AR 72764, 479-756-5901 o el correo electrónico siguiente: jgardner@ozark.org
Este aviso está disponible por el ADA/504/ Título VI del coordinador en ampliación de letra, en la cinta magnética para audio y en Braille.

Fares

Adult	$1.25
Youth (6-18 yrs)	$1.00
Student (U of A) NWACC - Free (show ID)	$1.00
Senior (60 - 74) / Disabled*	$0.60
Senior (75 plus)*	Free
Veterans / Disabled "Service Connected" ID	Free
Children (Under 6)	Free
Transfers	Free

Passes

Adult Monthly Pass	$30.00
Youth Monthly Pass	$15.00
Student Pass (U of A)	$15.00
Senior (60 - 74) / Disabled Monthly Pass*	$15.00
10 Ride Ticket	$10.00
Day Pass (Unlimited Rides)	$3.00

Passes may be bought at our offices or may be purchased from the driver. Also available online at www.ozark.org.
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This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

ROUTE
RUTA
47
Fayetteville / Johnson

ORT
Ozark Regional Transit

FIXED ROUTE SCHEDULE
MAPA DE RUTA FIJA Y HORARIOS

MONDAY—FRIDAY
De lunes a viernes

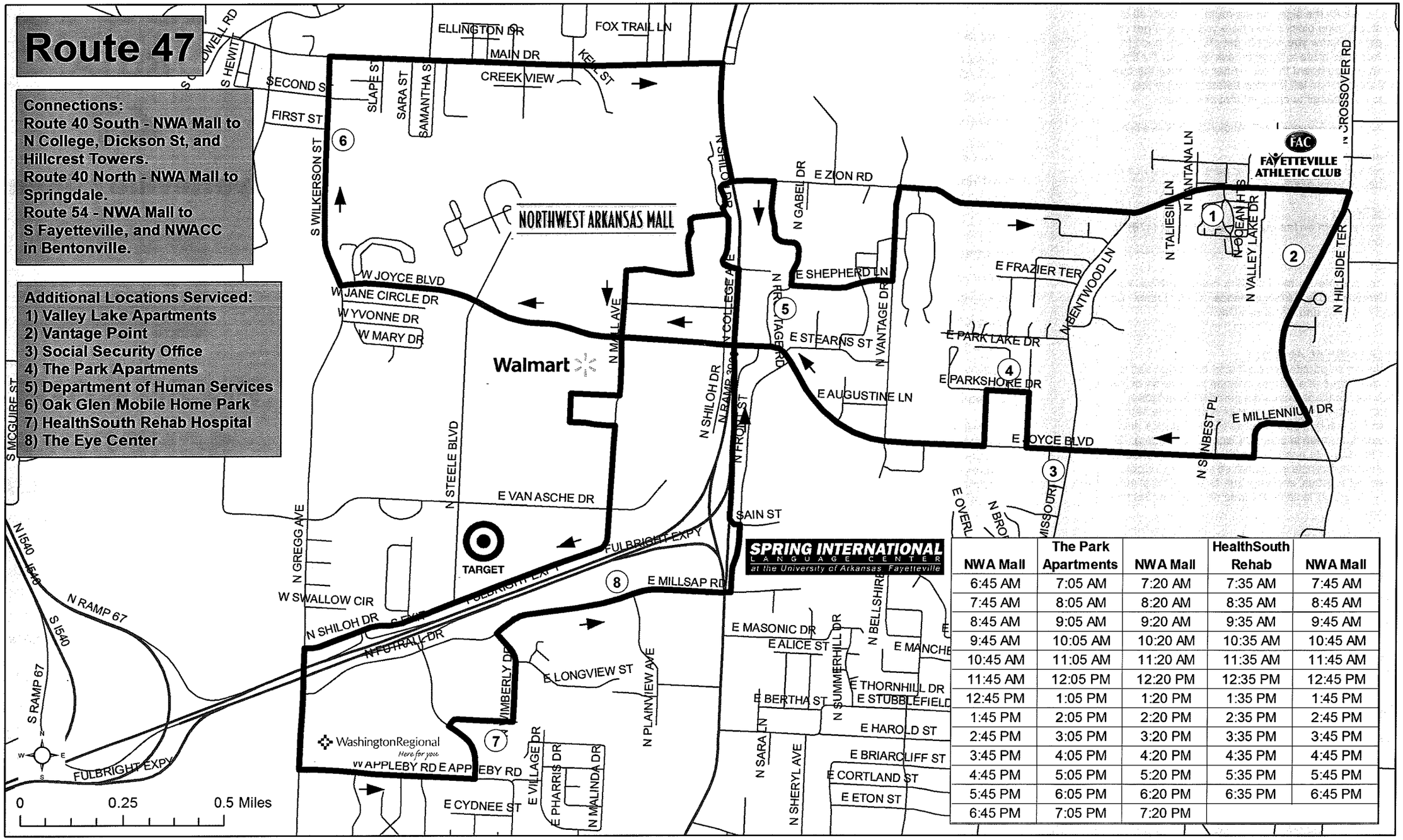
Effective April 28, 2014
Effectivo 28 de Abril de 2014

(800) 865-5901
(479) 756-5901
WWW.OZARK.ORG

Route 47

Connections:
Route 40 South - NWA Mall to N College, Dickson St, and Hillcrest Towers.
Route 40 North - NWA Mall to Springdale.
Route 54 - NWA Mall to S Fayetteville, and NWACC in Bentonville.

Additional Locations Serviced:
1) Valley Lake Apartments
2) Vantage Point
3) Social Security Office
4) The Park Apartments
5) Department of Human Services
6) Oak Glen Mobile Home Park
7) HealthSouth Rehab Hospital
8) The Eye Center



NWA Mall	The Park Apartments	NWA Mall	HealthSouth Rehab	NWA Mall
6:45 AM	7:05 AM	7:20 AM	7:35 AM	7:45 AM
7:45 AM	8:05 AM	8:20 AM	8:35 AM	8:45 AM
8:45 AM	9:05 AM	9:20 AM	9:35 AM	9:45 AM
9:45 AM	10:05 AM	10:20 AM	10:35 AM	10:45 AM
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5:45 PM	6:05 PM	6:20 PM	6:35 PM	6:45 PM
6:45 PM	7:05 PM	7:20 PM		

CityClerk

From: Jeff Hatley <jhatley@ozark.org>
Sent: Thursday, May 01, 2014 12:27 PM
To: CityClerk
Cc: Marr, Don; Joel Gardner
Subject: RE: Ozark Regional Transit - ORT - Request for inclusion in the agenda for the May 6th Fayetteville City Council Meeting

Thank you for working with us Lisa.

I will endeavor to set our reports up with your office with more notice, going forward.

We would like to present our bi-monthly report to the Fayetteville City Council on May 20th. Either myself, or Joel Gardner will present a 3-4 minute report on ridership in the Fayetteville area and will of course entertain any questions or concerns the council would like to bring.

Thank you again,

Jeff Hatley
Mobility Manager/Public Information Officer
Ozark Regional Transit
Wk: 479-365-2161
Mob: 479-225-8369

From: CityClerk [mailto:cityclerk@fayetteville-ar.gov]
Sent: Thursday, May 01, 2014 7:57 AM
To: Jeff Hatley
Cc: Marr, Don
Subject: RE: Ozark Regional Transit - ORT - Request for inclusion in the agenda for the May 6th Fayetteville City Council Meeting

Good Morning Mr. Hatley,

Would it be possible to move the bi-monthly report to the May 20, 2014 City Council meeting?

Office of the City Clerk Treasurer
113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
479.575.8323
cityclerk@fayetteville-ar.gov
Website | Facebook | Twitter | YouTube

CITY OF
Fayetteville
ARKANSAS
www.fayetteville-ar.gov

From: Jeff Hatley [mailto:jhatley@ozark.org]
Sent: Wednesday, April 30, 2014 4:23 PM
To: CityClerk
Subject: Ozark Regional Transit - ORT - Request for inclusion in the agenda for the May 6th Fayetteville City Council Meeting

Lisa,

Dee gave me this address.

We are looking to attend the May 6th city council meeting and give our bi-monthly report on public transit in Fayetteville.

Please advise if we are approved to do so on this date.

Thank you,

Jeff Hatley
Mobility Manager/Public Information Officer
Ozark Regional Transit
Wk: 479-365-2161
Mob: 479-225-8369

ORT
Ozark Regional Transit

CityClerk

From: Marr, Don
Sent: Thursday, May 01, 2014 2:41 PM
To: CityClerk
Subject: RE: Agenda Session Presentation

Thank you,
Don

Don Marr
Chief of Staff
Office of the Mayor
City of Fayetteville Arkansas
T 479.575.8330 | **F** 479.575.8257
website | facebook | twitter | youtube

From: CityClerk
Sent: Thursday, May 01, 2014 2:32 PM
To: Marr, Don
Subject: Agenda Session Presentation

Don,

Per your request this morning I have added the "**Woolsey Homestead Historic Assessment Report** – Don Marr, Chief of Staff" to the May 13th Agenda Session meeting. (see attached)

Office of the City Clerk Treasurer
113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
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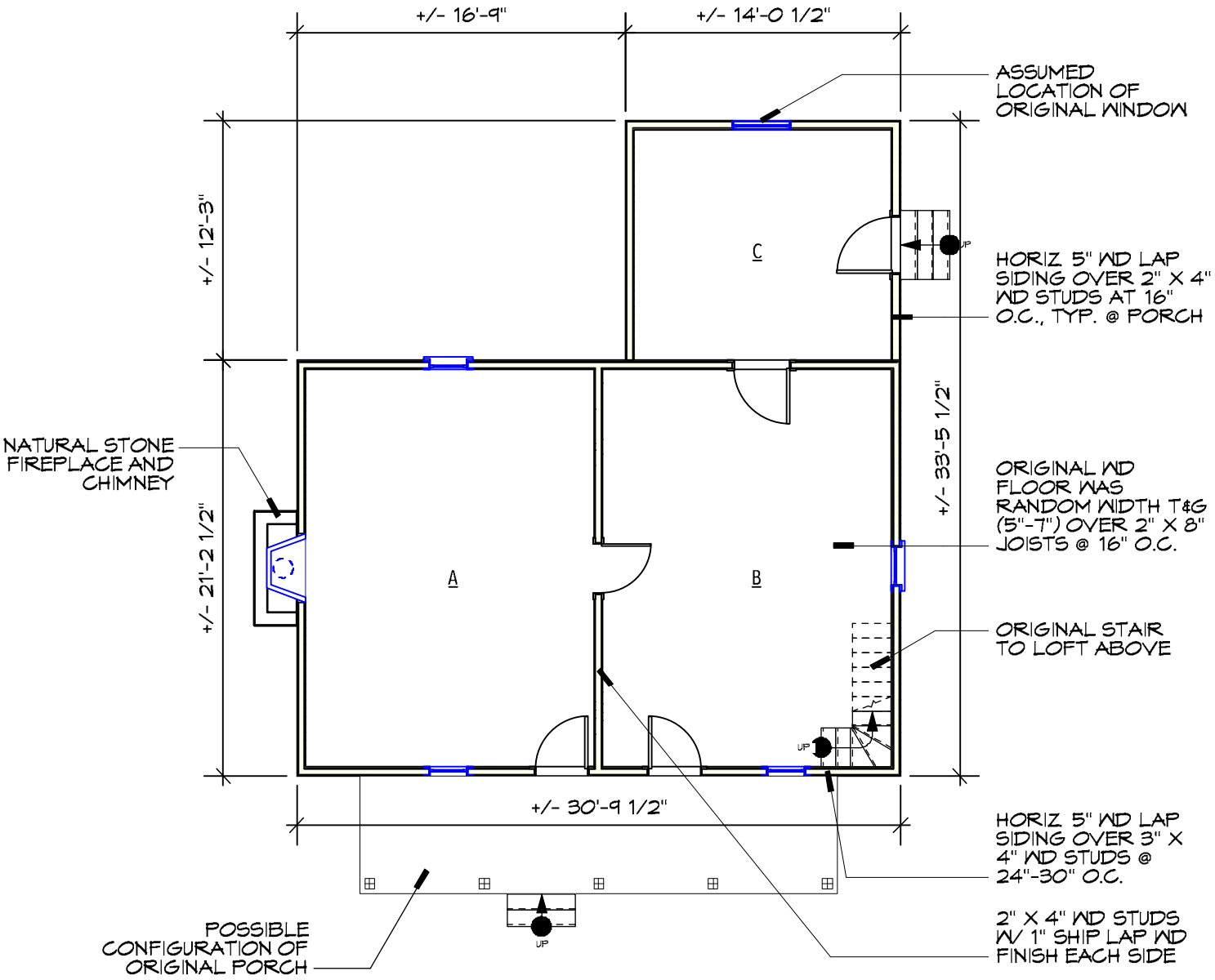


1 Possible Floor Plan - ca. 1830s

Scale: 1/8" = 1'-0"

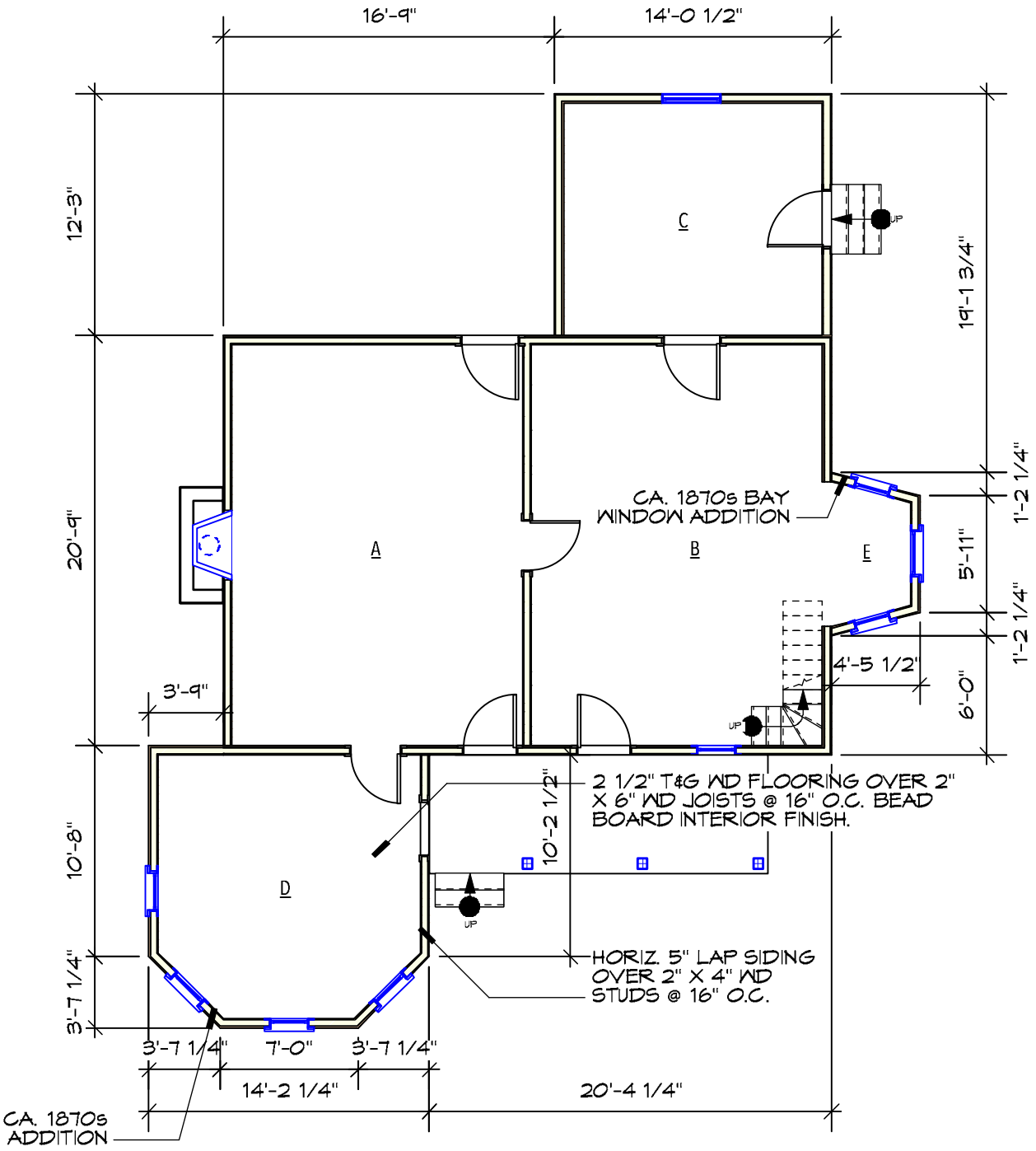
Possible Floor Plan - ca. 1830s

Samuel & Matilda Woolsey Historic Homestead **Conditions Assessment Report**

Fayatteville, AR

DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-1



1 Possible Floor Plan - ca. 1870s

Scale: 1/8" = 1'-0"

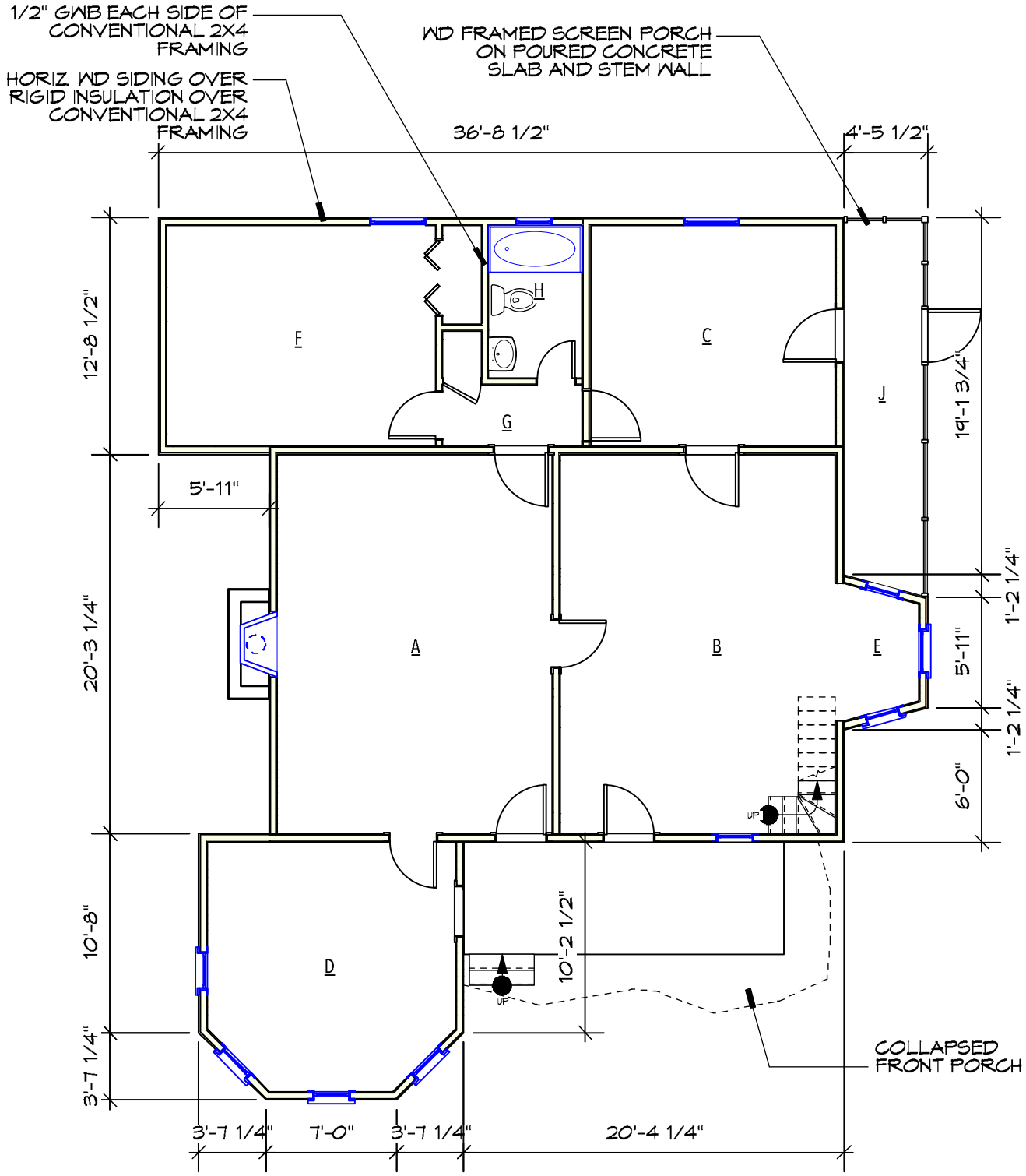
Possible Floor Plan - ca. 1870s

Samuel & Matilda Woolsey Historic Homestead **Conditions Assessment Report**

Fayatteville, AR

DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-2



1 Existing Floor Plan - Present

Scale: 1/8" = 1'-0"

NOTE: ALL DIMENSIONS ARE APPROXIMATE

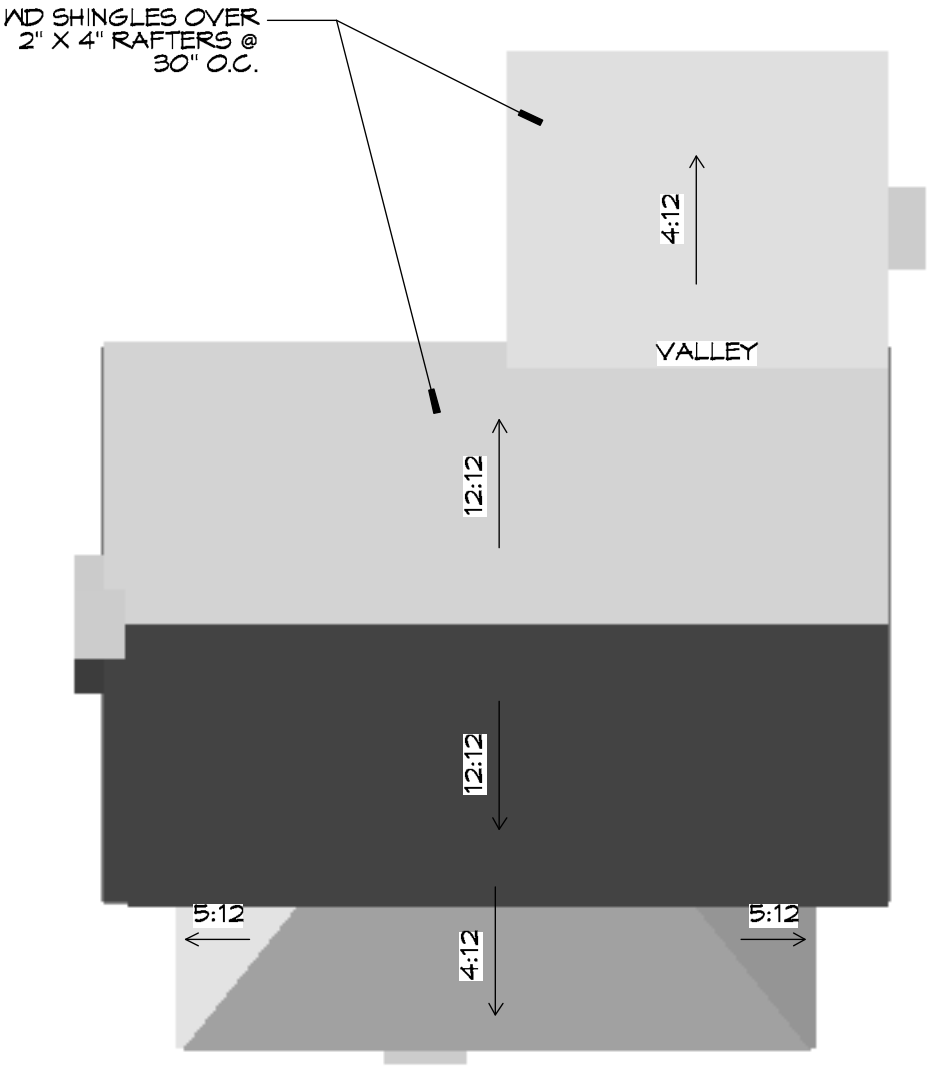
Existing Floor Plan - Present

Samuel & Matilda Woolsey Historic Homestead **Conditions Assessment Report**

Fayatteville, AR

DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-3



1 Possible Roof Plan - ca. 1830s

Scale: 1/8" = 1'-0"

Possible Roof Plan - 1831

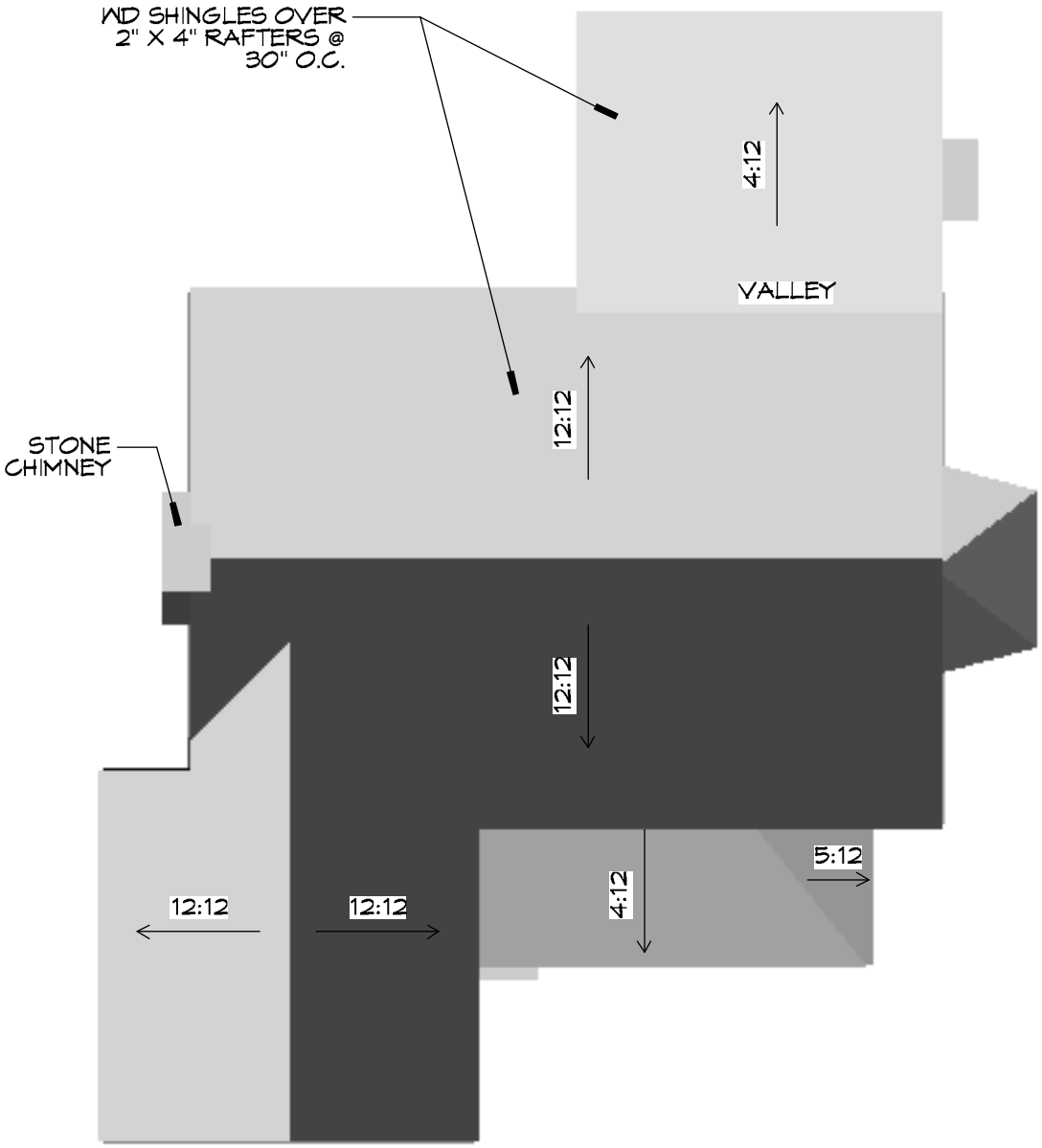
Samuel & Matilda Woolsey Historic Homestead

Conditions Assessment Report

Fayatteville, AR

DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-4



1 Possible Roof Plan - ca. 1870s

Scale: 1/8" = 1'-0"

Possible Roof Plan - 1872

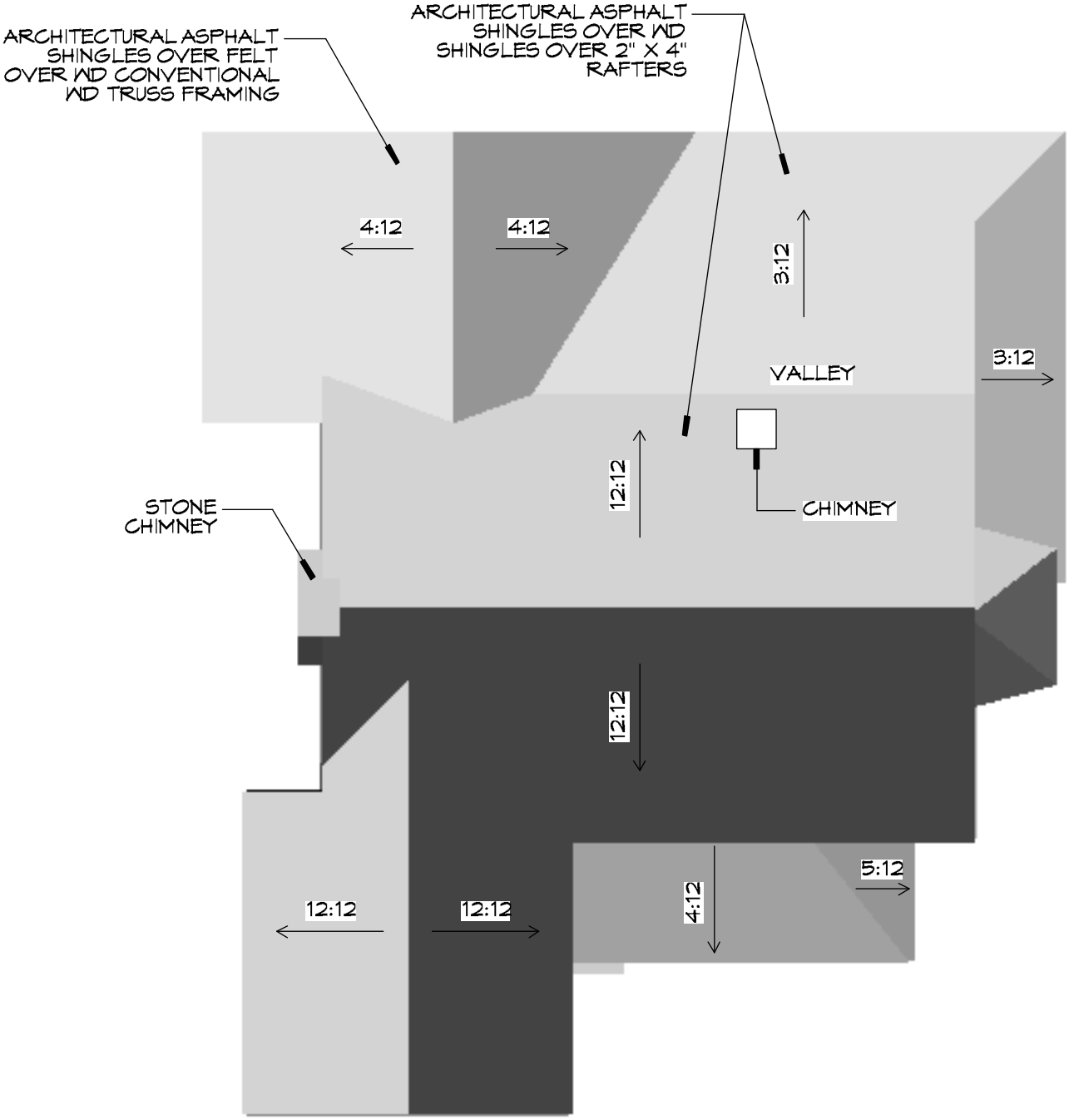
Samuel & Matilda Woolsey Historic Homestead

Conditions Assessment Report

Fayatteville, AR

DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-5



1 Existing Roof Plan - Present

Scale: 1/8" = 1'-0"

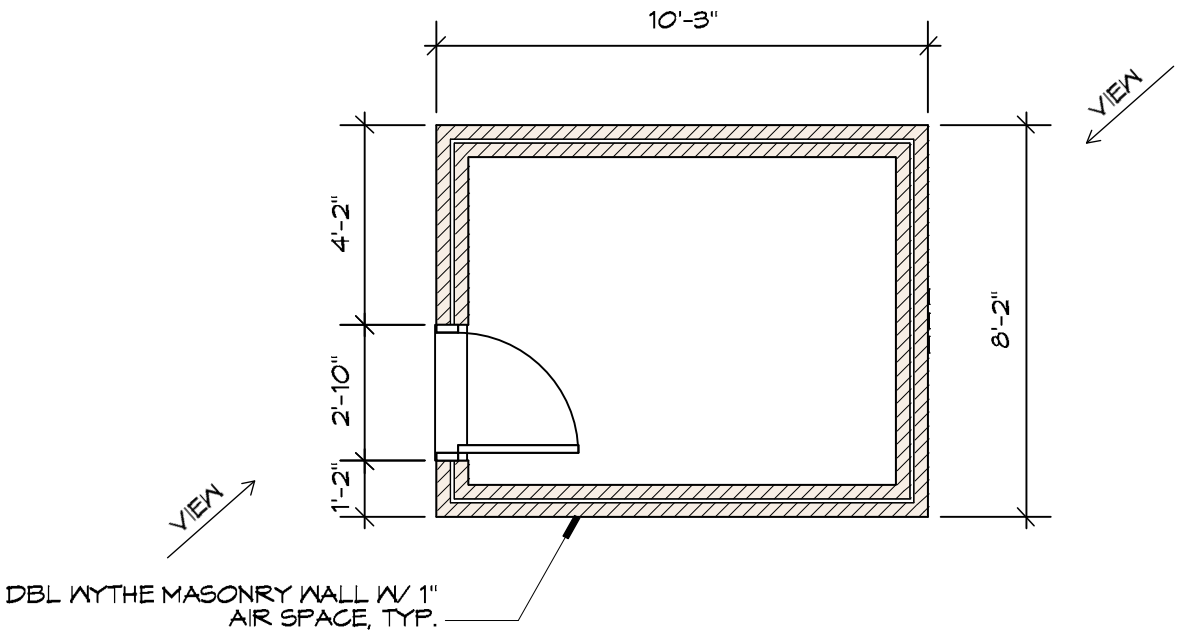
Existing Roof Plan - Present

Samuel & Matilda Woolsey Historic Homestead **Conditions Assessment Report**

Fayatteville, AR

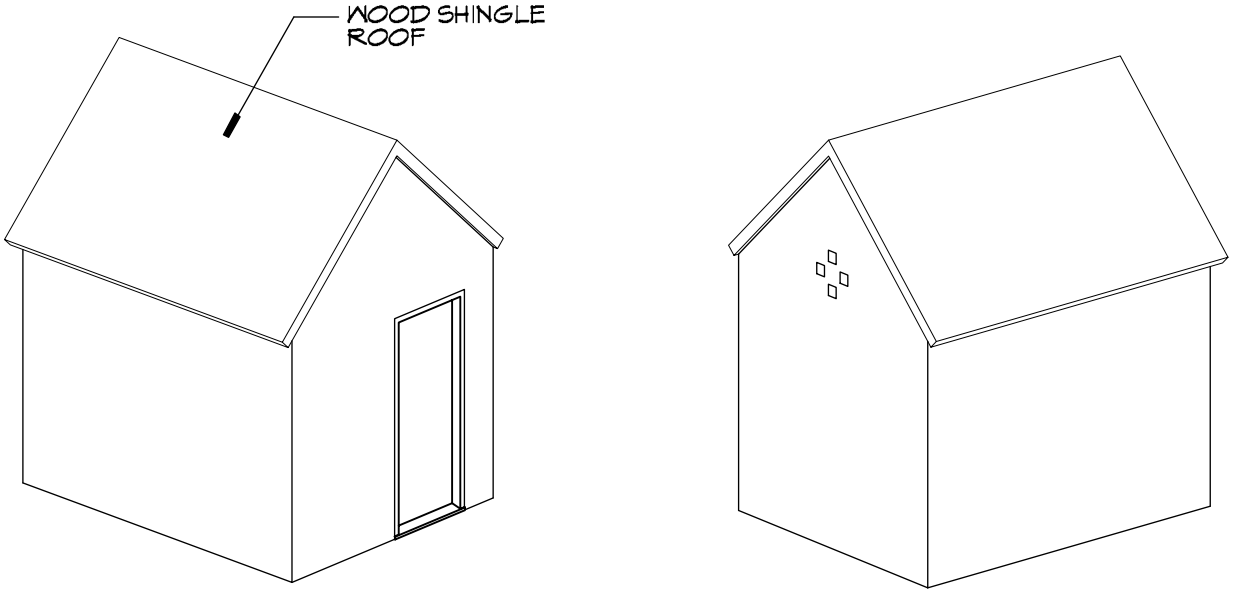
DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-6



1 Possible Smoke House - ca. 1830s

Scale: 1/4" = 1'-0"



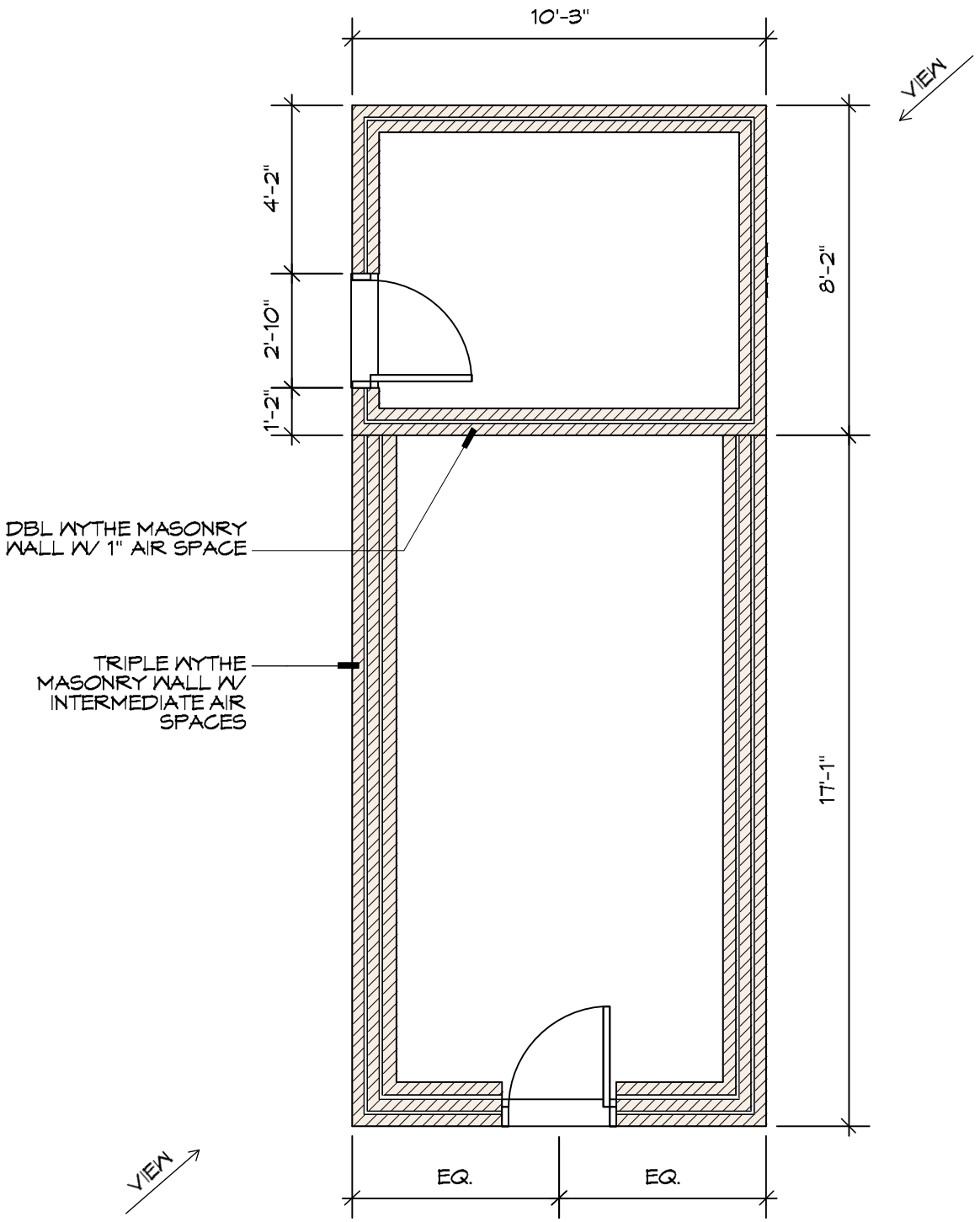
Possible Smoke House - ca. 1830s

Samuel & Matilda Woolsey Historic Homestead **Conditions Assessment Report**

Fayatteville, AR

DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-7



1 Possible Smoke House - ca. 1870s

Scale: 1/4" = 1'-0"

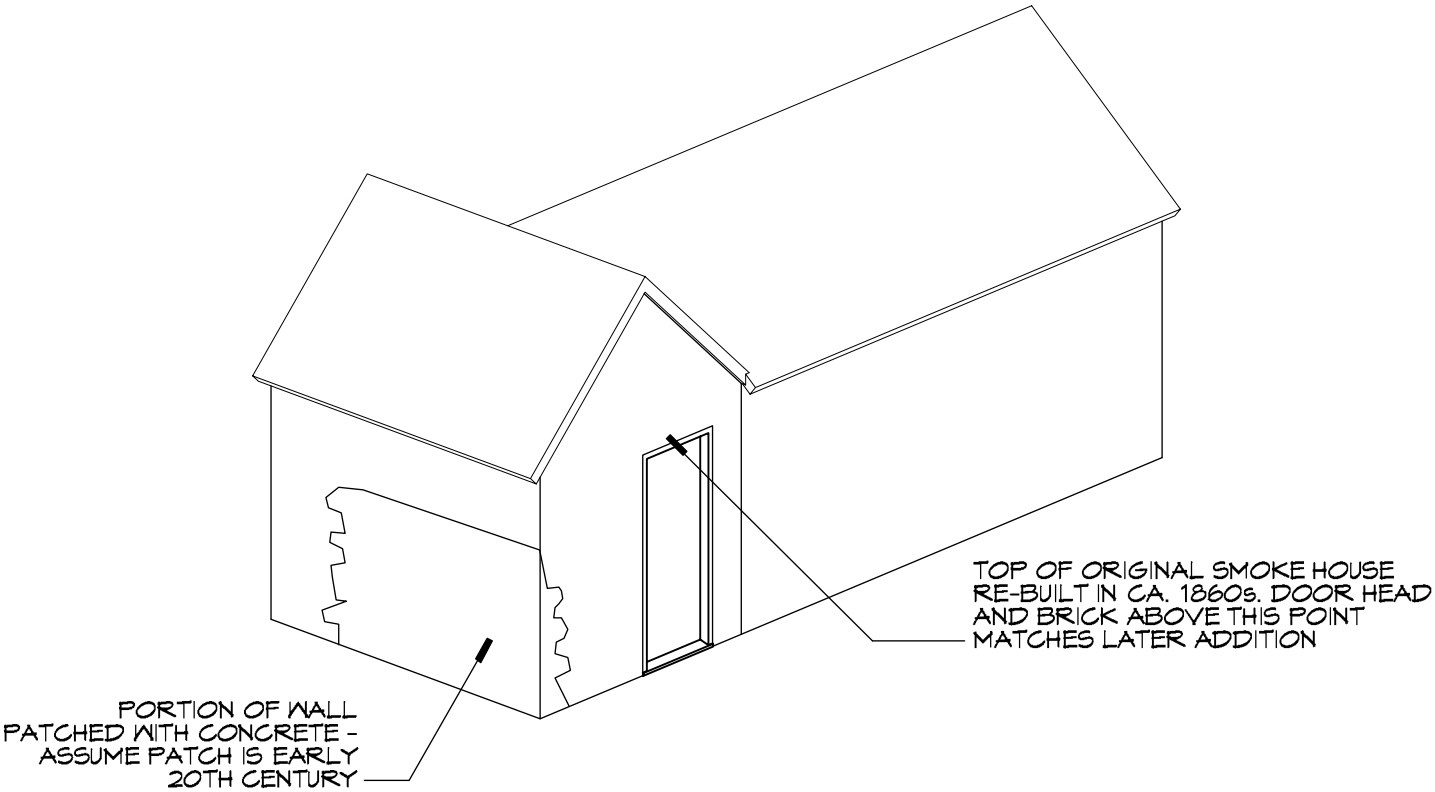
Possible Smoke House - ca. 1870s

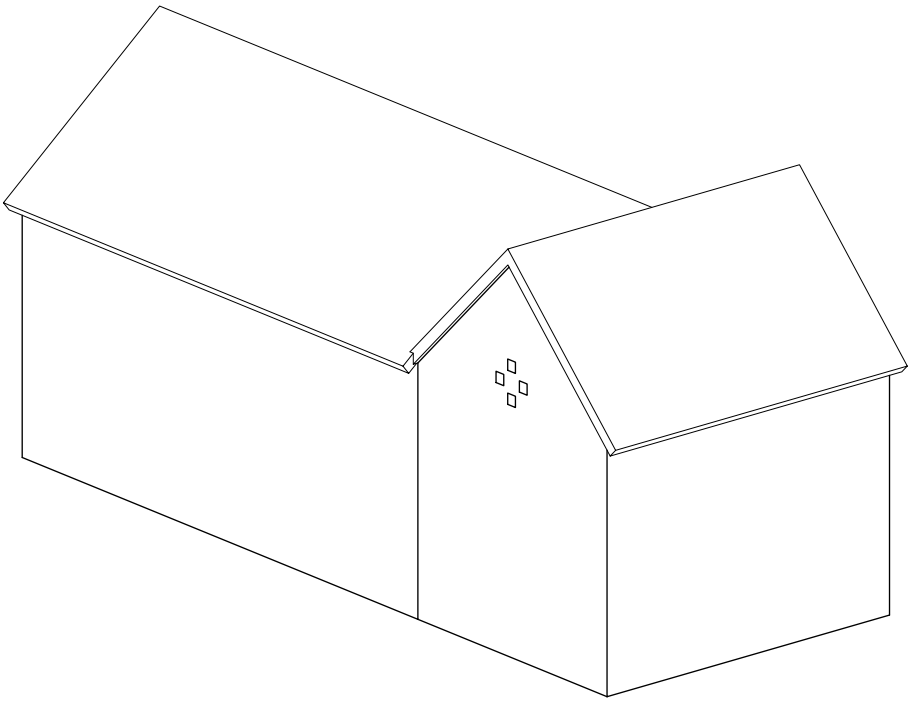
Samuel & Matilda Woolsey Historic Homestead **Conditions Assessment Report**

Fayatteville, AR

DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-8





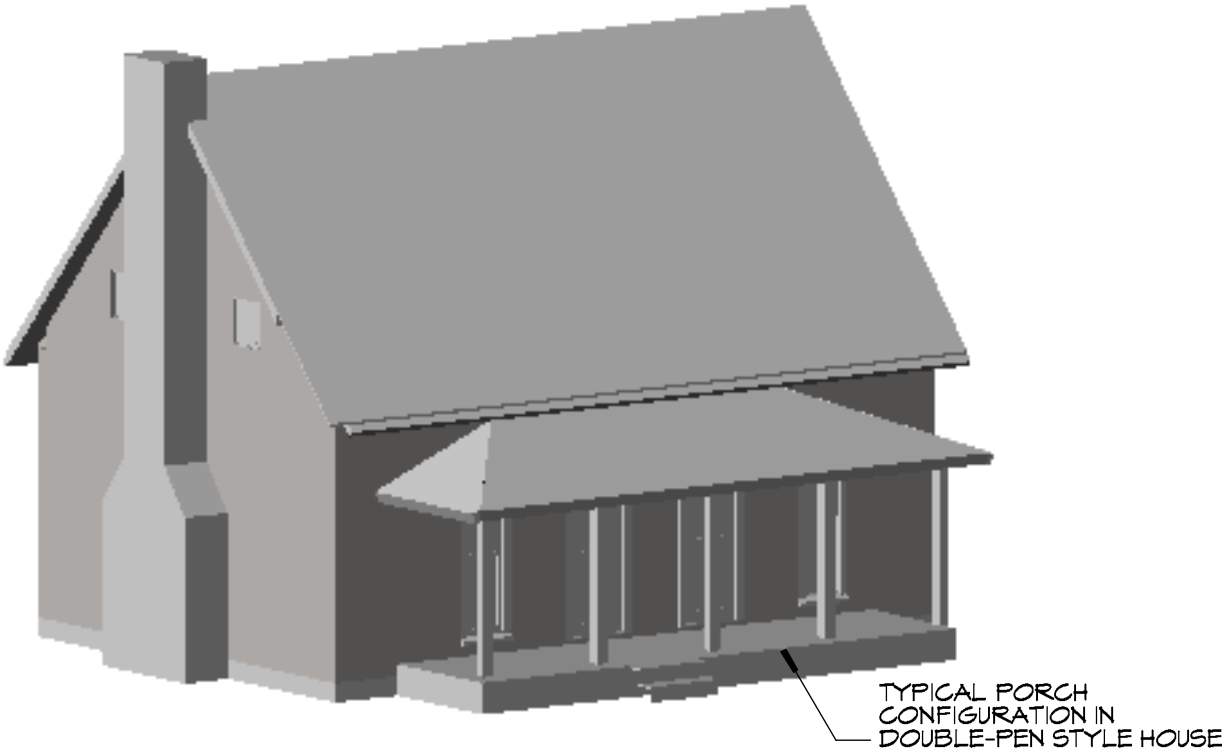
Possible Smoke House - ca. 1870s

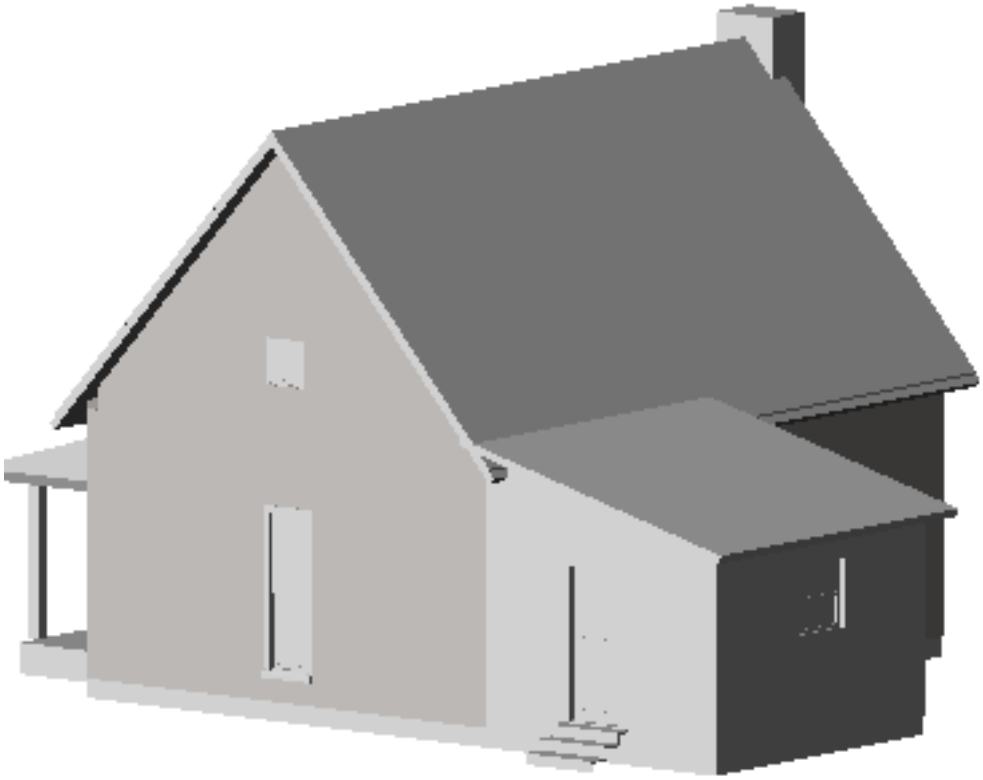
Samuel & Matilda Woolsey Historic Homestead **Conditions Assessment Report**

Fayatteville, AR

DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-9





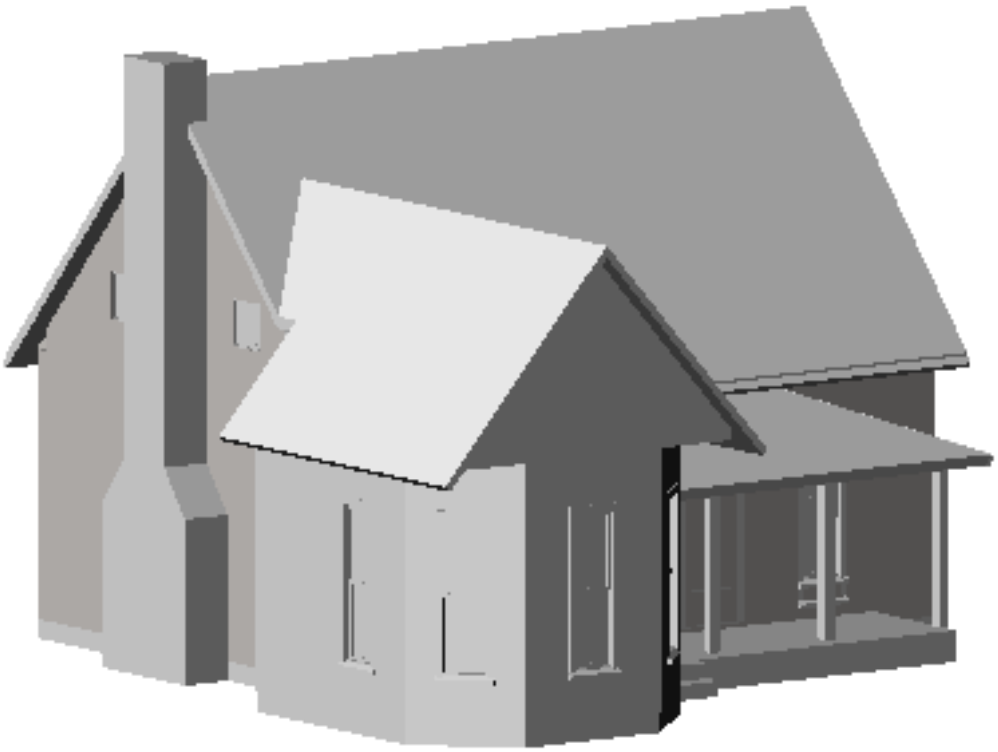
Possible House - ca. 1830s

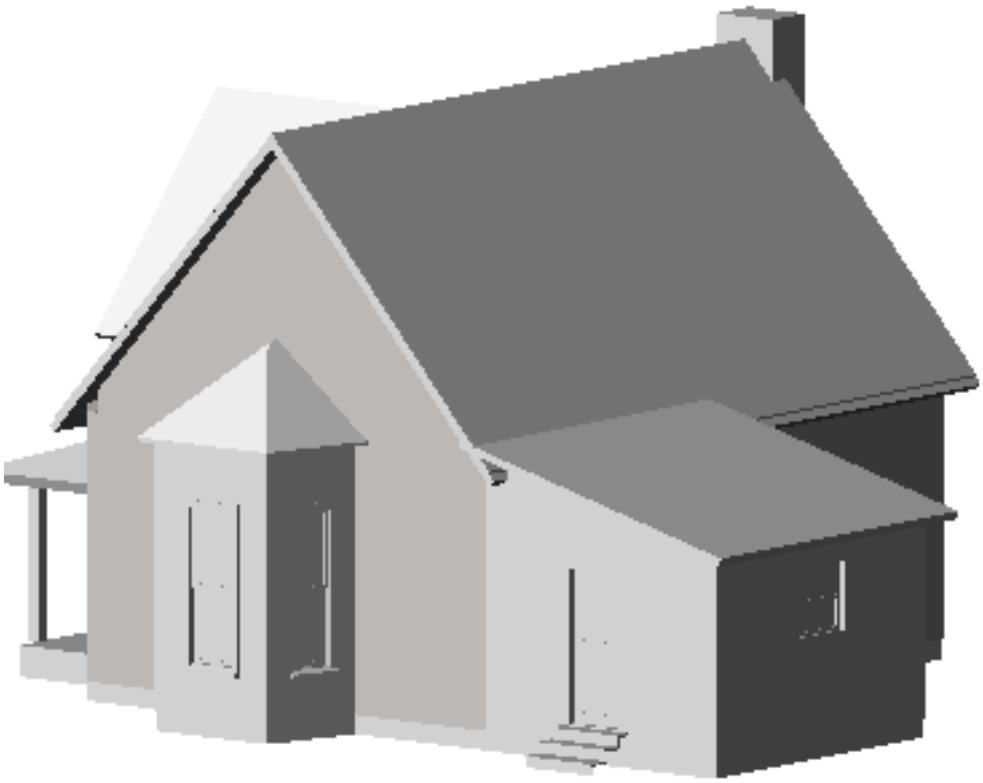
Samuel & Matilda Woolsey Historic Homestead **Conditions Assessment Report**

Fayatteville, AR

DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-10





Possible House - ca. 1870s

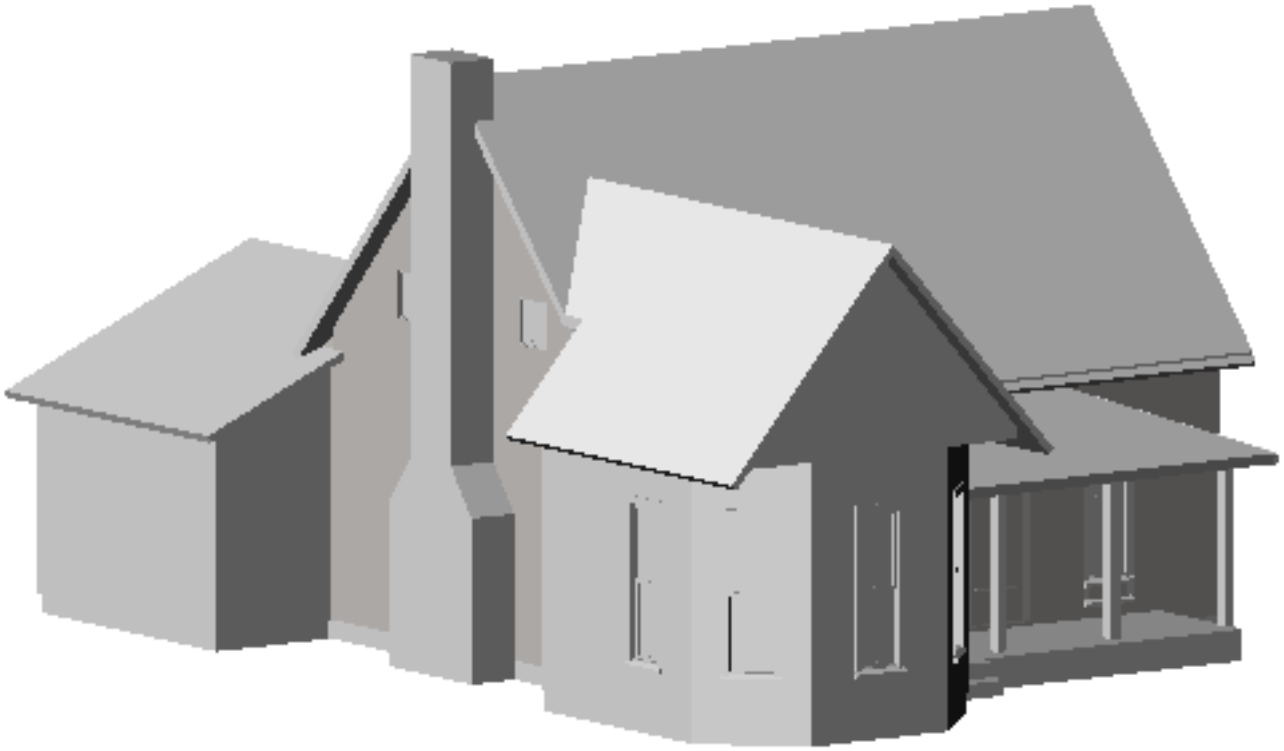
Samuel & Matilda Woolsey Historic Homestead

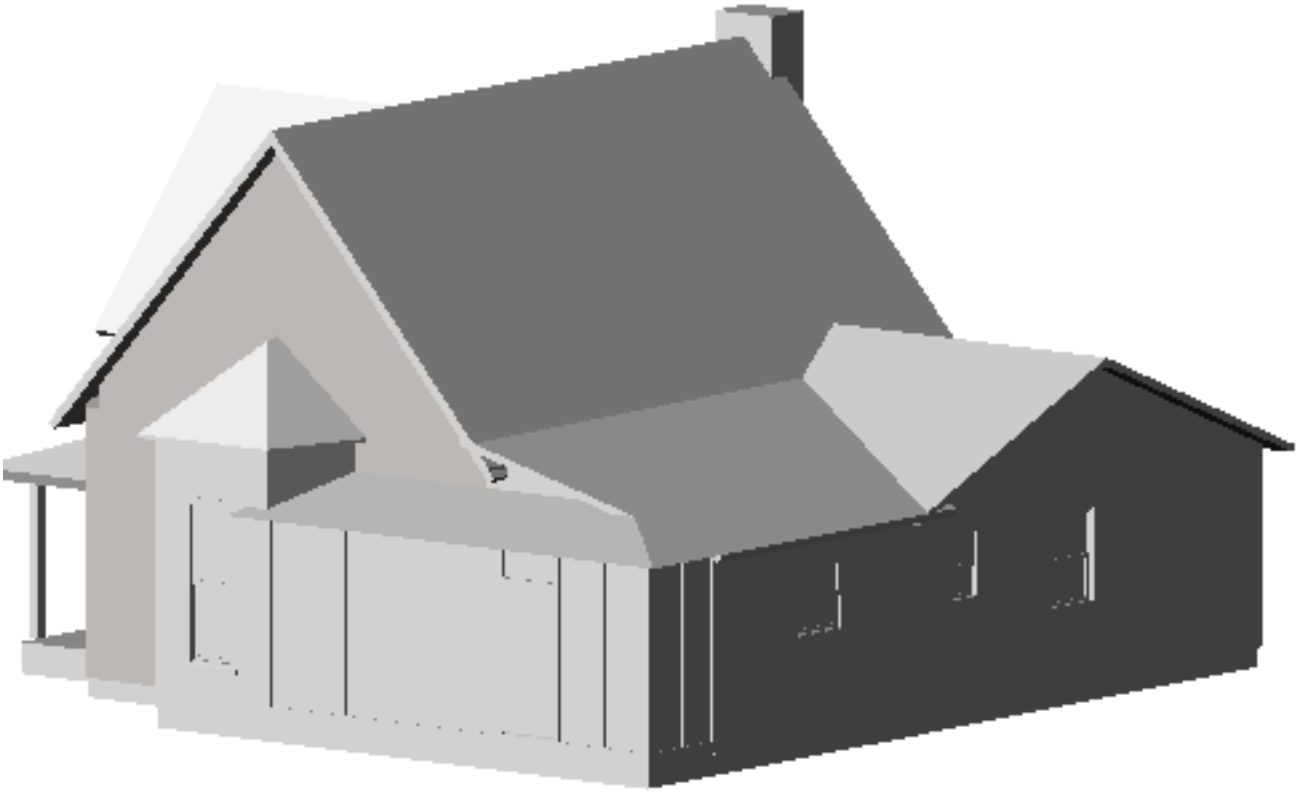
Conditions Assessment Report

Fayatteville, AR

DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-11





RA

Existing House - Present

Samuel & Matilda Woolsey Historic Homestead

Conditions Assessment Report

Fayatteville, AR

DRAWN BY: JSR | ISSUE DATE: 2014.01.24

A-12

1- East Facade

2- West Facade-chimney collapse

3- North side of north wall at attic, note shingles at bottom of photo

4- Existing attic floor shoring

5- Typical corner brace (original braced-frame, mortise & tenon construction)

6- Foundation on West facade at intersection with SW, 1870's gable addition

7- Attic framing

8- Top of braced-frame wall in attic

9- Lap joint in top of wall; note the huge peg!

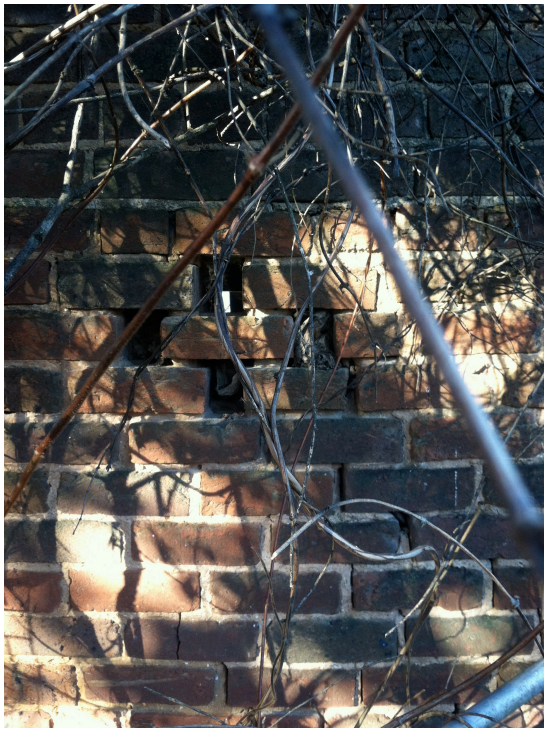
10- Top of wall in attic at connection of two old roof slopes

11- Corner member exposed to elements; note hand-hewn marks

12- South facade

13- West facade, collapsed chimney, exposed framing

14- Original smokehouse North facade; note concrete patch



15- Smokehouse East facade - vent holes

16- Smokehouse -inside of masonry wall; note gap between wythes

17- Smokehouse - West facade; well is beneath concrete square-left

18- Smokehouse interior

19- East facade

20- Southeast corner - porch collapse

21- Circa 1870's bay window addition

22- Circa 1870's SW gable addition, detail

23- Circa 1870's window detail

24- Typical roof framing, underside of wood shingles is visible

25- Interior of Ca. 1870's, SW gable addition

26- Original smokehouse brick

27- Top of S. wall of original braced-frame construction; note sag in beam

28- Original stone foundation exposed at SE corner

29- North facade of modern addition

30- Interior of modern addition

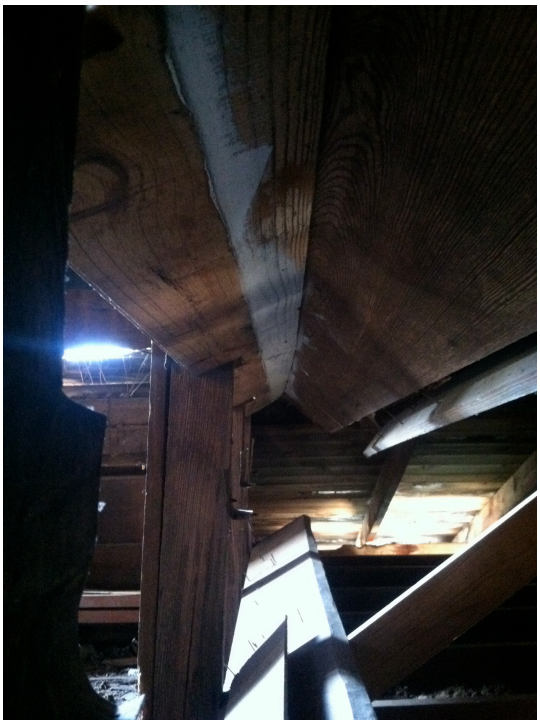
31- Original stair at left; porch collapse on S. side in foreground on other side of doorway

32- Modern construction materials

33- Hand hewn wood frame seen adjacent to newer materials

34- Modern materials and fixtures inside addition

35- Original braced frame at SE corner



36- Curious soffit detail on N. side in attic

37- Grave marker

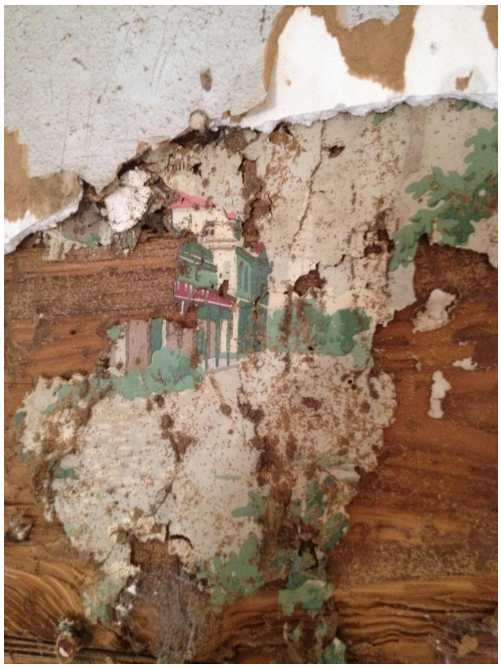
38- Cemetery

39- Cemetery

40- Existing floor and subfloor

42- Screened in porch

41- Chimney through roof-daylight visible



43- Gypsum wallboard over wall-paper over tongue & groove boards

A CONDITION ASSESSMENT

of the historic

Woolsey Homestead
Fayetteville, Arkansas

January 31, 2014

Report prepared for:
The City of Fayetteville

Report prepared by:

Ruby Architects, Inc.
300 Spring Building #715
Little Rock, Arkansas
(501)374-7829
www.rubyarchitects.com

WOOLSEY HOMESTEAD
FAYETTEVILLE, ARKANSAS
CONDITION ASSESSMENT REPORT

TABLE OF CONTENTS

I. Executive Summary……...2
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IV. Priorities…….…..9
V. Recommendations & Conclusions……..12
VI. Budget Estimate…….……13
VII. Professional Services…….14
VIII. Additional Information……..……..15
IX. Acknowledgements……..……..15
X. Appendix
   A. Photographs- Unless noted otherwise, all photographs were taken by the author on December 18, 2013.
   B. Field Notes.
   C. Various historical source information.

I. EXECUTIVE SUMMARY

On December 18th, 2013, Ruby Architects, Inc. (RAI) visited the Woolsey Homestead located west of Broyles Road and south of Fayetteville's West Side Wastewater Treatment Facility in order to assess the current condition of the historic building and make recommendations for its stabilization. Though the City's long term plans with the building have yet to be determined, the historical value of the structure, in terms of its cultural significance to the area is acknowledged. Beneath layers of additions and alterations, occurring over a span of 180 years, the original homestead structure is clearly visible. Constructed by Samuel Woolsey, ostensibly in the 1830's, the structure dates to the earliest period of settlement by pioneers of European descent. The Woolsey House is not currently listed on the National Register of Historic Places and although it is outside of the purview of this report, we assume given the age and significance of the original house and its first occupants, it may qualify for listing.

The Woolsey Homestead, consisting roughly of the house itself, remnants of a nearby smokehouse, well and nearby cemetery, occupies an area long neglected and vacant. Recent expansion of the City of Fayetteville and nearby development has threatened the Homestead and its current state of repair can be amply described as very poor. A chain-link fence currently protects the area. An additional chain-link fence further protects the area immediately surrounding the house and smokehouse.

RAI arrived on site at approximately 8:00am and was given access to the property by City staff. Work began immediately on studying and documenting the structures, which included sketches, field notes, measurements and photographs. Some investigation was conducted by digging out and inspecting original footings as well as selective removal of modern materials in an effort to expose and understand the historic structure beneath. RAI staff also walked the site around the Homestead in an effort to better understand the landscape and search for site features, which might help explain the Homestead's physical placement on this particular site.

In summary, this report focuses on the study of existing conditions so as to ascertain, to the greatest extent possible at this early stage, the history of the house itself and its development over time, and knowing its current condition, forming recommendations for emergency stabilization. It should be noted here that the house, as well as the smokehouse and nearby well, are in a dangerous state and in a slow process of collapse. Further collapse can happen at any time and without warning. This structure should remain off-limits to visitors until the time a stabilization strategy can be carried out by qualified and experienced personnel.

To assist in the reading of this report and understanding of issues, photographs located in the Appendix are referenced throughout the text by way of a numbering system (1) where the number in parentheses corresponds to the photograph number in the Appendix.

II. ARCHITECTURAL EVALUATION (BUILDING CHRONOLOGY)

Though at this early stage we would be wise to leave ourselves open for further study and understanding (we know that in time additional clues may reveal themselves that allow for us to understand the building's history more completely), it is still possible to form a reasonable hypothesis to the chronology of the development of the house, even only after cursory analysis and some knowledge of common house types and methods of construction.

It is the author's opinion that there are at least four major structural developments in the history of the Woolsey House that have brought us from an original, modest, vernacular homestead, built in the early 19th century, to what is extant. Given its long history, it is safe to assume there are additional periods of minor alteration, which could more fully explain its development; but for the purposes of this report, it may be more helpful for us to concentrate on the larger picture. Thus, a narrative of the author's opinion of development follows:

Period I: ca. 1830's- ca. 1870's (Refer to drawing sheets A-1, A-4, A-10) :

What remains of the original structure can be identified through study of the remaining mortise & tenon frame (8,9,10). It is this rectangular area, in plan view, that is most certainly the oldest portion of the house as exhibited by the construction techniques and tool marks we see remaining on the framing members today. This method of construction, along with arrangement of space, is certainly consistent with other 1830's houses found elsewhere in Arkansas, throughout the region and the south. Information from other sources corroborates ca. 1830's as dating this structure including from various websites[1] and dendrochronology.

The central core of the house, approximately 21' in depth and 30' in length, is of braced-frame construction in a vernacular, double pen style. Braced-frame construction utilizes heavy timber members, hewn from logs, fitted together using mortise and tenon technology. While log structures are more commonly found in this period, and easier to construct, braced frame construction may give an indication that the Woolsey family desired a home more permanent and civilized. Double-pen is a very common arrangement where the structure consists of two rooms, side-by-side, divided by one common wall down the middle (noted as rooms "A" & "B" sheet A-1). A chimney was often found in one, sometimes in both rooms, almost always on the gable ends—as is the case here.

The house type can be further classified as a one-and-one-half-story house, as defined by Jean Sizemore in her well known book "Ozark Vernacular Houses: A Study of Rural Homeplaces in the Arkansas Ozarks (1830-1930). In this building type, there are

[1] Refer to the appendix for excerpts from various websites that address the history of this site.

characteristics of both a double pen style house and an I-house style. Whereas I-houses are often two-story, one-room deep structures with a central hall, the Woolsey house is double-pen in plan view but constructed of a more vertical proportion.

The wood frame is set on stone foundations, set shallow into the earth (less than 18" below existing surface). The stones themselves likely found nearby. The stone chimney on the west side of house is original to the building.

Given what we know of typical double-pen style homesteads of this period, it is likely that some portion of the original 1830's structure, perhaps a front and/or rear porch, was removed long ago, perhaps in the 1870's when the home underwent a major addition and alteration (Sheet A-10). Almost all of the double-pen style houses we see consist of two front doors, one into each of the two rooms. The original location of these doorways can probably be easily ascertained after stabilization and upon further investigation.

The original homestead would have consisted of several outbuildings—a smokehouse among them. It is likely that this present-day smokehouse existed in some form near the date of the original house.

Period II: ca. 1870's – ca. 1920's (Refer to drawing sheets A-2, A-5, A-11):

The decorative wing on the south side of the building, with its chamfered corners and wooden, decorative accent pieces, taken with the proportion of the windows and window trim, strongly suggest an architectural style and method of construction popular in Arkansas in the 1870's.[2] The bay window centered on the gable end on the east side of the building, also dates to this period—the brackets in the cornice strongly suggestive of the Italianate style, which was popular at the time.

It is probably not a coincidence that we see a major addition and alteration in the 1870's soon after the death of Matilda Woolsey. It may be that at this time the property changed ownership and, as is often the case with new homeowners, some changes are made to suit their tastes. Clearly, the additions and alterations made are significant changes to the development of this house. It is not uncommon in this era to see existing, older structures updated or added-on-to to accommodate larger families and changing lifestyles.

Period III: ca. 1920's- ca. 1950's (Refer to drawing sheets A-3, A-6, A-12):

There is less evidence in support of pinpointing the beginning of this period, as there is in establishing the changes we see in the 1870's, but we know in studying the materials and alterations there is a tendency for the house to expand towards the north. Simply put, there is "more happening" on the north side of the house and more evidence of change over time. Given the service-type functions of these spaces we see today, i.e.

[2] This building style was popular up through the early 20th century, so it is possible that these major additions date to later in the 19th century or early 20th. For purposes of discussion in this report, however, these additions will be assumed to date to the 1870's.

kitchen, pantry and bathroom (noted as rooms "C" & "H" sheet A-3), it is likely that at some point in the early 20th century, the house naturally expanded towards this side and became the "back of the house".

Likely late in this time period, the house was eventually fitted with indoor plumbing and electricity. The alterations made in this period appear to be more functional in nature and not necessarily stylistic improvements (i.e., giving the house an updated, modern interior and/or exterior appearance). This may give evidence to the relative wealth of the family occupying the house at this time. Whereas the additions we see in the 1870's are significant and clearly represent an effort at "modernizing" the appearance of the house including bringing it up to latest fashion, we do not see the same effort during this period of development.

It is possible that the oldest wood roof shingles currently visible from the attic were installed during this time period.

Period IV: ca. 1950's- present:

Most of the finish materials we see remaining today were added during this period, including the wood flooring (installed over an older floor, which is rotten), gypsum board (drywall), paneling, brick firebox, cabinets and plumbing fixtures. We also see metal windows (in lieu of wood) and vinyl siding. The present construction of room "F" on sheet A-3 may date to this period. It is also assumed that the concrete pad and screened porch we see on the east side of the house (noted as room "J" on sheet A-3) dates to this period and was likely one of the last additions to the house. This screened porch addition appears to be an amateur installation, likely carried out by the homeowner.

The present roof of the house likely dates to this time period, clearly installed over previous layers.

It is not known when the house was last occupied. (confirm this with Brad and/or Carl Hammond).

III. EXISTING CONDITIONS

The historic Woolsey Homestead, consisting of a house, smokehouse, well and cemetery, while still remaining to this day are in very poor condition and endangered. All of the structures related to the historic homestead are in varying degrees of collapse and are no longer structurally stable. At least in the case of the house itself, the underlying ca. 1830's mortise and tenon structure should be credited for allowing the house to stand as long as it has, though severe damage to this frame was observed. Any serious effort at restoring the structure will undoubtedly be tedious and expensive, given its current condition.

Beginning with the house, numerous serious problems were observed including openings in the roof and in the exterior walls (2), exposing the structure to the elements (11). The front porch of the house has collapsed (1, 20), likely adding stresses to portions of the house not intended to be bearing the weight. In addition, the original stone chimney on the west side of the house has also partially collapsed. The collapse of the chimney apparently took with it some wood lap siding and trim, which has opened up portions of the exterior wall, exposing wood framing members to the elements (2, 13). The foundation of the house, originally stone, was difficult to inspect not only because of its proximity to the ground but also because of so much loose debris around the perimeter. Where access to two separate areas of original foundation were possible, it was observed that the original foundations are stone set into shallow earth (6, 28). Some wood sill beams that rest of the stone foundation walls were rotted with some portions missing. Termite damage was found in many locations throughout the house, though no active colonies were observed.[3]

The roof is asphalt shingles over an unknown number of additional roofing layers. From inside the attic, one can see the bottom layer of wood shingles (7, 24)—not likely original to the oldest section of the house. These shingles bear on 1x strips and 2x6 rafters. Though covered in dirt dauber nests, the rafters and strips appear to be in good condition, where they have been protected from direct rainwater over the years. Portions of the existing roof, particularly where the chimney penetrates, are open to weather and allowing rainwater to enter (41).

The first floor of the house is in very poor condition and cannot be salvaged (40). The existing surface, exposed to view, is a relatively modern addition, laid over a subfloor, which may or may not be old. This subfloor was found to be completely rotten and damaged by termites. It is unknown if the floor joists are similarly damaged, though given the condition of the subfloor, and the house's floor being so close to the ground, as well as apparent lack of adequate ventilation to the crawl space, it is safe to assume the floor joists are also in very poor condition.

The second (attic) floor joists (first floor ceiling joists) are in fair to good condition (4), with limited damage in places observed. The attic floor deck is in good condition where

[3] The owner should engage a pest management professional to determine whether or not there are any active termite colonies. Though no live termites were seen, the author is not an expert on termites.

boards were not exposed to long-standing roof leaks—while some boards were found to be rotten or termite-ridden.

The portion of the house in the worst condition is the more modern additions on the north side (29, 30). Past roof leaks and collapses have made the rooms impassible and unsafe. Thankfully, most of the materials seen in this area do not appear to have any historical significance. The majority of these additions exhibit more modern materials such as concrete block foundations, fiberglass insulation, vinyl siding and asphalt-impregnated felt paper. There is nothing of any historical significance or value inherent in these newer additions, though great care should still be given in demolition so as not to mistakenly remove evidence dating to the structure's more significant, 19th century beginnings. The last addition to the house may be the screened in porch on the east side (42). The porch was constructed over a poured-in-place concrete slab that butts up against the 1870's bay window.

Interior, modern finishes in the house are in extremely poor condition including gypsum wallboard, wood paneling and more modern doors and door frames (30 thru 34). All of this material should be removed, especially the gypsum wallboard as it is adding undue weight to the structure (both walls and ceilings).

The 1870's additions, including the added room in the southwest corner and the bay window added on the east gable end (21), are in fair condition. They are still relatively square with most of their architectural trim, including brackets and window trim on the exterior, and trim and bead board paneling on the interior, are still intact (22, 23, 25). Window openings and some siding is missing entirely, exposed the interior to weather.

The stairs to the attic are in poor to fair condition. Some treads are missing. Some old wallpaper was discovered beneath the gypsum wallboard, applied directly to old tongue and groove paneling (43). Whereas the wood paneling may be original, the wall covering is likely an addition, perhaps made in the 1870's or more likely later, perhaps dating to early 20th century.

Some very old wood shingles were discovered fastened on the north side of the north wall of the attic, just above the ceiling in the kitchen (3). These shingles are typically something seen on gable ends as a decorative feature, though we know no gable end was in this location. These shingles present a mystery. Whereas lap siding would have been the obvious choice of exterior finish material for this type of building, it doesn't explain the shingles installed in this manner. Our best understanding at this point is that either the shingles are a later patch or there was an unusual effort to clad one side of the original house different than the other. Some additional clues may reveal themselves after further demolition and investigation.

The smokehouse is in very poor condition overall, both the original structure and its later addition. The older structure, not yet completely collapsed, with an entry door on the west side (17), is made of softer, hand-made brick, likely made onsite, whereas the later addition appears to have more modern, manufactured brick from a brick yard. There is evidence that the smokehouse was crudely built to begin with, not quite as expertly

assembled as the wood frame of the house, which has seemingly given the smokehouse a history of trouble. The oldest sections of this brick smokehouse exhibit amateur workmanship and perhaps a misunderstanding of the proper reinforcement of multi wythe brick walls. Typically in brick load bearing construction, on common structures such as this, a five or seven course American bond is used where every fifth or seventh course horizontally is laid with bricks tying two wythes together. This is not the case on the older section where reinforcing courses are haphazard and random. In addition, where the wall cavities are open to view, there is too much air space between courses (16)—typically they were laid tight to one another to form a solid wall. Past efforts at patching the brick walls give evidence to a history of problems with the structure—where concrete can be seen poured into the brick wall as means of patching a past collapse (14). Also, the flat arch above the door heads is something typically seen in the 1860's (17). It is also easy to see a change in the brick itself beginning at the point of the door head in the older section. This is strong evidence that the older smokehouse gave such trouble to the owner that they rebuilt a significant portion of it, years after it was first built, likely due to shoddy workmanship from the beginning. The original roof of the smokehouse would have been wood shingles, though what exists is probably a replacement of the original at some point along its long history—perhaps in the 1860's-1870's when it was rebuilt.

A well is located just outside the doorway to the smokehouse on the west side (17). The depth of the well is not known but it is clearly hand-dug.

The cemetery has seen vandalism in the recent past with some headstones being pushed over (37), though the lettering of the headstones is fairly legible.

IV. PRIORITIES

The purpose for this section is to very clearly highlight *the most* pressing issues facing this historic building. They have been divided into three categories. Category A- Imperative is for issues that should be addressed immediately without delay. They involve urgent structural concerns—or work that needs to take place to allow for further, safer investigation. In general, items added to this list are made regardless of potential cost. Category B- Priority are items involving areas very important to long term preservation of the historic building. These items are generally to be addressed within the next 1-3 years or as soon as funding becomes available. Note that items in this category assume a restoration strategy consistent with recommendations made in this report's conclusion. Category C- Significant are items involving areas important to the long-term preservation and future use of the historic building. Items are generally to be addressed within the next 3-5 years or as funding becomes available.

Please note that any work recommended taking place in or around this structure should be handled with extreme care. This structure should not be considered safe for the casual observer. Responsibility of the safety of personnel working inside buildings is the responsibility of those carrying out the work. Safety measures shall be clearly defined before proceeding. Do not use tools or methods that cause excessive or unnecessary disturbance or vibration of the structure. Use best judgment in shoring the structure before proceeding. Always wear eye protection. Use of respirators is highly recommended. Presence of hazardous materials such as asbestos and/or lead paint is unknown.

Category A- Imperative

1. Consider obtaining a hazardous materials survey (Phase I environmental site assessment) if not already completed. Any asbestos containing materials (ACM's) should be located, if possible, and removed in accordance with regulations. It is assumed that lead based paint is present. Note that lead based paint is not regulated in Arkansas the same as asbestos. Thus, whereas it is preferred to remove and properly dispose of 100% of any known asbestos, it is not necessary to remove all lead based paint.
2. Carefully proceed with selective demolition and clean up around the exterior of the main house. Photograph the process. Selective demolition to include:
    a. Removal of any remaining trees, vines or other vegetation within 20'-0" of the perimeter of the house (including removal of vines from the exterior surface of the house itself). Rake leaves and loose organic material and discard in area within the inner chain link fenced area.
    b. Removal of collapsed front porch. Take extreme care in removing material that may still be attached to the house itself. Discard material clearly belonging to the 20th century. Leave any porch sill beams and foundations in place. Neatly stack and protect any loose material that exhibits hand-hewn markings.
    c. Remove and discard loose wood and rubbish currently piled up on the west side of the house near the stone chimney. Salvage all stone and neatly stack nearby.

d. Remove and discard any remaining loose building materials around perimeter of house.

3. Set four (4) steel t-posts or similar to mark corners of existing well near brick smokehouse. Wrap all four posts will yellow caution tape.
4. Salvage brick from collapsed wall of smokehouse by sorting through remaining piles and neatly dividing & stacking brick. Separate whole brick from broken pieces. Note the slight differences in the age of brick and keep in separate stacks.
5. Remove and discard collapsed wood framing & roofing from brick smokehouse. All loose or partially collapsed material should be removed and discarded. Leave material still relatively securely fastened in place.
6. Carefully proceed with removal of loose trash and debris inside house and discard.
7. Carefully proceed with removal of modern finishes and fixtures including all sheetrock from walls and ceilings, fake-wood paneling, modern plumbing fixtures, cabinets, modern doors and wall insulation. The intent of this work is twofold—first, to remove excess weight from the existing structure and second, to expose the structure as completely as possible. Do not remove any tongue and groove wood boards from walls or ceilings. Do not remove any bead board walls/ceilings from the 1870's addition (front room with chamfered corners).
8. Remove modern brick firebox and mantle so long as it can be done easily and without serious disruption or disturbance to structure.
9. Seal off openings (windows, doors, other) or exposed structure using Tyvek in sheets neatly cut to fit where necessary. Use EIFS screws or similar (2" plastic washers) for attachment of Tyvek to lap siding. Do not use hammer and nails—use drill only.
10. Cover roof of main house with waterproof tarpaulin or lightweight, PVC single ply roofing membrane. Though it would be preferred to cover the entire house, it may be more practical to install tarps only over the areas known to be major leak sources. Install the tarps/membranes in such a manner where rainwater will properly shed away from building. Securely fasten tarps/membranes where they can withstand some heavy winds. It is not necessary that these temporary measures "look good"—only that they work properly and are relatively capable of holding up to weather for a few years.
11. After work is completed, inspect temporary waterproofing measures after heavy rains or storms and maintain.
12. Partially remove flooring (first and attic floors) to allow for the installation of new semi-permanent shoring (refer to architectural detail within this report). It is the intent that once this shoring is in place; the most valuable, original structure of the Woolsey house should be saved from further collapse and failure. Additional, semi-permanent measures will be necessary at selective locations such as at corners, beneath sills, etc…
13. Temporarily patch back missing treads from stairs (make sure all treads are secure and not shifty).
14. Install new 8'-0" high chain link fence around cemetery, at least 5'-0" away from perimeter of existing wrought iron fencing, to discourage vandals.

Category B- Priority

1. Remove remaining flooring in its entirety including both the finish flooring and subflooring (first floor only) to expose floor joists. Floor decking in attic to remain. Inspect foundation including stone foundation walls and wood sill beams.
2. Proceed in installing any additional shoring measures or temporary structural supports as may be discovered (in any location including floors, walls, roof).
3. Remove temporary tarps/membranes on the roof. Remove all layers of past roofing membranes down to original 1x sheathing strips. Install new, temporary & lightweight roofing membrane to provide minimum 10 years protection or until the point a full restoration can begin. Purpose of this step is to remove unwanted weight from structure and to install a roof that buys time for the structure until a more significant effort can be undertaken.
4. Complete a Historic Structures Report to include research on the Woolsey family history and related structures of the time period of early Arkansas statehood.
5. Begin restoration planning to include a civil site survey as well as architectural master planning. Seek National Register listing status. Begin, in earnest, discussions on future plans of historic structure. Decide on preservation strategy.

Category C- Significant

1. Provided that a restoration to 1840's period is desired (decision can be made only after completing previously recommended steps), proceed in demolishing all later additions to the Woolsey House (significant demolition and removal). Retain as much fabric as possible dating to the mid 19th century. Some shoring and temporary waterproofing measures will likely be required so that demolition can be done in a manner that doesn't damage historic, original material to remain.
2. Proceed in permanent, long-term foundation restoration including possible sill beam replacement and reconstruction of stone foundation walls/piers where necessary.
3. Proceed in permanent, long-term framing restoration. It should be the goal to retain as much original framing material as possible, where still solid and capable of structural support. Where structural members are not capable of supporting, they are to be removed and replaced with in-kind material.
4. Proceed in cemetery marker restoration and conservation.

V. RECOMMENDATIONS & CONCLUSION

There is no question that the Woolsey Homestead is a valuable and irreplaceable historical asset to the City of Fayetteville, residents of Washington County and the State of Arkansas. Though currently buried beneath layers of time, the original structure of the Woolsey House offers a physical and tangible connection to the past—specifically the point in time when the settling of western frontier lands laid the foundation for a growing country. At the time this house was first constructed, the landscape was virgin—wildlife and vegetation were plenty. Native American peoples were in the process of being evicted and pushed westward—past this settlement.

As has already been mentioned, this house has a very long history—undergoing many changes, to the point of obsolescence and abandonment. However, it is our opinion that the most significant period of the house's history must surely be it's beginning, when inhabited by Samuel and Matilda Woolsey. Thus, it is our recommendation that the City focus on a restoration project that restores the house to the 1840's period—that period soon after Arkansas gained statehood and at least several years after the Woolsey's constructed their home and began their frontier lifestyle. This means demolition of any later additions if a proper perspective and lesson of the past can be experienced[4]. However, before any restoration work can begin, in earnest, the City must decide for itself what is most valuable—and whether or not to embark on a true restoration effort. This decision is foundational, and should guide any future efforts.

Should the City decide to move forward, it is highly recommended that the City engage the Arkansas Historic Preservation Program to determine the property's eligibility for listing on the National Register of Historic Places. If eligible, moving ahead in having the building listed not only provides helpful public recognition of the asset, but would also open avenues for funding sources, including various restoration grants and tax credits (if private funding sources were involved).

Additionally, if not already completed, a civil site survey should be of assistance in future planning. The survey should show the corners of the house, smokehouse and cemetery, in relation to other nearby, non-historic structures and site features, including clusters of trees or vegetation, fencing, streets, utilities, legal boundaries, etc… We recommend obtaining this survey once the City decides to take next steps.

Overall, the City is encouraged to move ahead methodically. Though stabilization efforts already listed in this report should take place as soon as possible, for obvious reasons, the historical significance of the structure and its potential educational value should cause us to be very careful in how we proceed. The first rule in dealing with historic structures, as reinforced by the Secretary of the Interior's Standards, is to do no harm. Whatever is removed, the reasons for it and the fashion in which we remove it should be thoroughly discussed and firmly decided. Once these physical connections to our past are lost, they are gone forever.

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[4] Though some of the additions are historic in their own right, a basic preservation strategy will have to be adopted—which the author acknowledges involves tough decisions.

VI. BUDGET ESTIMATE

A budget estimate at this early stage is a difficult exercise. There are so many factors that have a direct relationship on the cost that early estimations of cost should probably be discussed in terms of a range from low (minimum cost to stabilize the structure) to high (a top-notch restoration effort that includes expenses beyond restoration of the house itself such as parking, sidewalks, utilities, modern plumbing for restrooms, exhibits and related structures). In addition to project scope, the schedule itself can also have a direct impact on the budget. If this project is done piecemeal, as is often the case on project such as this, in small phases stretched out over the course of years as funding becomes available, though each phase will have a smaller cost on the front end in the long run it is more expensive than if funding were available for one project at one time. It is also given that this project involves existing, unknown conditions that will have to be dealt with at one time or another, in one way or another. Thus, a healthy contingency should be assumed.

For our purposes here, we have estimated cost in carrying out the work described in the Priority section of this report. Though some of this work might be handled by city personnel to help save on cost, we have assumed cost carried out by a professional, licensed, insured and bonded general contractor.

Category A "Imperative"- Costs anticipated to range from $50,000.00- $70,000.00
Category B "Priority"- Costs anticipated to range from $90,000- $120,000.00
Category C "Significant"- Costs anticipated to range from $60,000.00 - $90,000.00

Thus, the City of Fayetteville could reasonably anticipate costs ranging from $200,000 - $280,000.00 just to stabilize the structure as well as engage professional planners to help in developing goals and project scope. These costs focus primarily on stabilization and planning services only and do not yet include a full-fledged restoration effort. Assuming that the goal of the project would be high quality, total restoration and that costs should be considered for permanent services such as drive access, parking, sidewalks, exterior lighting, restrooms, ADA accessibility and exhibits (interpretative signage and displays), a range of total project cost could be expected from $800,000.00 on the low end to over $1.5 million on the high end.

The author's opinion of probable costs are based on figures observed in architect's experience in professionally completed restoration work, typically located in remote locations in Arkansas. Given this project's relatively close proximity to a good pool of professionals, it should help lower these costs. This estimate should be considered extremely rough at this time. It can be further refined and understood as decisions are made and goals & strategies developed.

VII. PROFESSIONAL SERVICES

A variety of professional services are available as the owner considers the long-term use of the building. First among them is an architect, familiar with historic buildings that can help the owner flush out goals for preservation or rehabilitation and translate them into drawings and specifications for bidding and construction.

Though this paragraph will seem self-serving, it is nonetheless our recommendation that an experienced architect familiar with historic buildings and the Secretary of Interior's Standards for Rehabilitation be engaged to assist the owner in carrying out the work. Not only can the architect help write an appropriate scope of work for bidding purposes, it is hoped that he/she can ensure that the highest standard of care be applied. What should be avoided is an agreement between an owner and contractor where neither party is particularly aware of the Secretary's Standards and original material is lost or damaged.

Besides the more immediate task of determining the necessary work of restoration, an architect can help the owner with master planning. This is to say that the architect can help an owner in talking through how the building may be used for years to come and incorporate those functions in a sequential, logical and cost effective manner that is sensitive to the building's integrity. Thus, we recommend the owner strongly consider engaging an architect familiar in historic buildings at the outset and prior to letting any contracts for work recommended in this report. Depending on the owner's goals, scope of work and project budget, an architect may charge hourly for services or as a percentage of cost of construction. If the owner is interested, we would be happy to provide a proposal for these services, after an initial meeting to flush out goals and scope of work.

Other professionals that may be helpful include researchers, fundraisers and grant writers. Significant preservation efforts can be expensive but fun and educational. With the help of renderings or marketing materials, a fundraising drive can be led to help raise money needed for the project. Professional fundraisers can help lead this effort and create a strategy. There are also numerous philanthropic and granting agencies that might be attracted to the preservation of such an important building as this. A grant writer can search for these opportunities and put together the application to make the project as attractive as possible. Since all of the funds necessary for the project are not likely to come from one source, multiple grants may be needed, thus hiring a grant writer specifically for this purpose becomes all the more useful.

VIII. ADDITIONAL INFORMATION

The following is a list of additional information that the author highly recommends to the owner for further study and consideration:

The Secretary of the Interior's Standards for Rehabilitation
Illustrated Guidelines for Rehabilitating Historic Buildings
http://www.nps.gov/hps/tps/tax/rhb/index.htm

National Park Service
U.S. Department of the Interior
Technical Preservation Services
Preservation Briefs
http://www.nps.gov/history/hps/tps/briefs/presbhom.htm

National Trust for Historic Preservation
Various grant and funding options for nonprofit organizations and agencies
http://www.preservationnation.org/resources/find-funding/nonprofit-public-funding.html

Arkansas Historic Preservation Program
http://www.arkansaspreservation.com/

Tradweb
Historic building trades and services directory
http://restorationandbuildingservices.com/

Masonry Advisory Council
Re-pointing Tech Notes
http://www.maconline.org/tech/maintenance/point1/point1.html

IX. ACKNOWLEDGEMENTS

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VARIOUS HISTORICAL SOURCE INFORMATION:

From the website of Environmental Consulting Operations; Mr. Bruce Shackelford.
http://ecoarkansas.com/WoolseyMain.html

Woolsey Family History
The Woolsey Wet Prairie Sanctuary is named after, and was a part of, the original farm settled in 1830 by Samuel Gilbert Woolsey (1791-1858) and his wife, Matilda (1794-1871) only two years after Washington County was formed, and six years before Arkansas achieved statehood. Samuel Woolsey was born and raised on a Kentucky farm, and grew into manhood as a noted hunter and scout. In 1808, he lived for a period of time in Missouri, later marrying Matilda Thompson about 1810 in Illinois. After Samuel served in the War of 1812, he moved his family to Hempstead County, Arkansas in 1814, and later moved to the homestead on this property owned by the City of Fayetteville in 1830. Undoubtedly, the elk, bison, prairie chickens, passenger pigeon, ruffed grouse, and Carolina parakeet were commonplace in the frontier life known by the Woolsey family.

The Woolsey's participated with four other couples to form the Farmington Ebenezer Methodist Church in 1833. A building plot was offered by the Kinnibrugh couple and a small log building was erected with one door and a window, split log benches and one song book Mrs. Kinnibrugh brought from Virginia. The singing was read line by line and led by the song leader. A Circuit Rider came once each month for church services or for memorial services for those who died during the month.

Being a War of 1812 veteran is most likely the reason the Woolsey's came to northwest Arkansas. Veterans of the War of 1812 received quarter sections of prairie land in Arkansas as compensation for war duty. Together, Samuel and Matilda had thirteen children, some of who are buried at the Woolsey Cemetery located on this property with their parents.

From the website of The Encyclopedia of Arkansas History & Culture; entry for "Farmington (Washington County)", author: Jane Noble, Fayetteville, Ark.
http://www.encyclopediaofarkansas.net/encyclopedia/entry-detail.aspx?search=1&entryID=1005

Territorial Period to Early Statehood- In 1828, settlers arrived early in the wide valley that flows west from Fayetteville, and it was truly frontier country. The federal government moved the Cherokee and Osage tribes westward into what is now Oklahoma. They took their wars along with them, leaving the country open for settlement. The early pioneers began arriving shortly after this time and carved their homesteads out of the wilderness and the land left by the Indians forced westward.

In 1833, five families met to form a Methodist church, which they called "Our Ebineezer." They were Reverend Josiah and Sarah Trent, James and Jane Kinnibrugh, William and Matilda Woodruff, William and Elizabeth Polson, and Samuel and Matilda Woolsey. The little congregation soon outgrew its first tiny log church and moved to successively larger quarters. In 1892, a fine clapboard church was built, and it included a beautiful stained-glass window upon which was inscribed with the names of the founders. This building served for 105 years and is still in use today (though not by the Methodists).

From the website of Historic Washington County; entry for Farmington
http://www.historicwashingtoncounty.org/farmington.html

The first settlers in the Farmington area came about 1828-29, soon after the County was first opened to white settlers. Some of the early settlers were the Henry Tollett's, John Connor's, Henry Trent's, George Pettigrew's and Samuel Woolsey's. Henry Trent helped establish the first Methodist Church in his home in 1831. His son, Rev.Josiah Trent started the Ebenezer Methodist Church in 1833 and a log church was built in 1834 that served also as a community gathering place and school. The post office was established in June 1868 and the city was incorporated in 1946.