

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
June 2, 2015**

A meeting of the Fayetteville City Council was held on June 2, 2015 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items

Agenda Additions

A. Consent

1. Approval of the May 19, 2015 City Council meeting minutes.

APPROVED

2. **Bid 15-25 Evans Enterprises, Inc.:** A resolution to award Bid #15-25 and authorize the purchase of two (2) pumps and motors for the Airport North Lift Station from Evans Enterprises, Inc. in the amount of \$42,010.00 plus applicable sales taxes.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 103-15

3. **2015 Body-Worn Camera Pilot Implementation Program Matching Grant:** A resolution to approve a multi-jurisdictional application by the City of Fayetteville, the City of Springdale and Washington County for a 2015 Body-Worn Camera Pilot Implementation Program matching grant in the amount of \$133,000.00, with the matching portion paid by the City of Fayetteville in the amount of \$51,000.00, the City of Springdale in the amount of \$51,000.00 and Washington County in the amount of \$31,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 104-15

4. **Progressive Trail Design, LLC:** A resolution to authorize a Professional Design Services Agreement with Progressive Trail Design, LLC for the preparation of the Kessler Mountain Trails Master Plan in an amount not to exceed \$26,320.00, and to approve a project contingency in the amount of \$2,632.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 105-15

B. Unfinished Business

1. **RZN 15-4965 (South End of Ruppel Rd./Ruppel Road Extension Corridor):** An ordinance rezoning that property described in Rezoning Petition RZN 15-4965, for approximately 642 acres, located at the southern end of Ruppel Road from R-A, Residential-Agriculture; RSF-1, Residential Single Family One Unit per Acre; RSF-4, Residential Single Family Four Units per Acre; and RSF-8, Residential Single Family Eight Units per Acre to NC, Neighborhood Conservation; CS, Community Services, UT, Urban Thoroughfare; and R-A, Residential Agricultural. ***This ordinance was left on the First Reading at the May 19, 2015 City Council meeting.***

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5775

2. **RZN 15-5004 (South end of Pumpkin Ridge Dr./Falling Waters) Appeal:** An ordinance rezoning that property described in Rezoning Petition RZN 15-5004, for approximately 17.37 acres, located south of Pumpkin Ridge Road from R-A, Residential-Agriculture to RSF-2, Residential Single Family, 2 Units per Acre. ***This ordinance was left on the First Reading at the May 19, 2015 City Council meeting.***

THIS ORDINANCE FAILED

C. Public Hearing

1. **Jerome Lopez & Elizabeth Young and the Randall J. Wright Trust Condemnation and Possession:** A resolution to authorize the City Attorney to seek condemnation and possession of certain lands owned by Jerome Lopez & Elizabeth Young and the Randall J. Wright Trust needed for the Highway 45 and Old Wire Road Intersection Improvement Project.

THIS RESOLUTION WAS TABLED TO THE JUNE 16, 2015 CITY COUNCIL MEETING

D. New Business

1. **RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA):** An ordinance rezoning that property described in Rezoning Petition RZN 15-5044, for approximately 16.02 acres, located at 4065 E. Huntsville Road from R-PZD 08-3071, Residential Planned Zoning District Bridgedale Plaza to RSF-7, Residential Single Family, 7 Units Per Acre, NS, Neighborhood Services, and CS, Community Services.

THIS ORDINANCE WAS LEFT ON THE FIRST READING

2. **VAC 15-5037 (Harbor Isle & Zion Rds./Woodbury S/D)** An ordinance to approve VAC 15-5037 submitted by Blew & Associates for property located at Harbor Isle and Zion Road to vacate portions of existing utility easements.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5776

3. **Amend § 97.088 (B)(2)(b) and § 97.088 (d):** An ordinance to amend Exhibit A, Donor Recognition Signs, and Exhibit B, Naming Park Facilities which are attached and a part of § 97.088 (B)(2)(b) and § 97.088 (d) of the Fayetteville Code.

THIS ORDINANCE WAS LEFT ON THE FIRST READING

4. **Amend §174.07 Placing Signs on Public and Private Property:** An ordinance to amend §174.07 Placing Signs on Public and Private Property by clarifying the placement of directional and wayfinding signs on public property and enacting a new Subsection (F) *Trail/Trailhead Wayfinding Signs and Recognition Markers*.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5777

Announcements

City Council Agenda Session Presentations

City Council Tour

Adjournment: 8:53 p.m.

Subject:	Roll				
<i>Alderman Tennant arrived at 5:36 p.m.</i>	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan	✓			

9-0

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

Subject:	Consent				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Gray			
Minutes Approved passed 103-15 thru 105-15	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	absent during the vote.			
	Mayor Jordan				

7-0

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

Subject:		RZN 15-4965 (SOUTH END OF RUPPLE RD./RUPPLE ROAD EXTENSION CORRIDOR)			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Gray</i>	<i>Gray</i>		
Seconded:		<i>Marsh</i>	<i>Marsh</i>		
B. 1 Unfinished Business <i>passed</i>	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	N	✓	
	Tennant	<i>absent during the vote</i>	✓	✓	
	Mayor Jordan				

7-0

7-1

8-0

Subject:		RZN 15-5004 (SOUTH END OF PUMPKIN RIDGE DR./FALLING WATERS) APPEAL			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Gray</i>	<i>Tennant</i>		
Seconded:		<i>Marsh</i>	<i>Schoppmeyer</i>		
B. 2 Unfinished Business <i>Failed</i>	Schoppmeyer	✓	✓	N	
	La Tour	✓	✓	✓	
	Long	✓	N	N	
	Gray	✓	✓	✓	
	Marsh	✓	✓	N	
	Kinion	✓	N	N	
	Petty	✓	✓	N	
	Tennant	✓	✓	N	
	Mayor Jordan				

8-0

6-2

26
Failed

Subject:	JEROME LOPEZ & ELIZABETH YOUNG AND THE RANDALL J. WRIGHT TRUST CONDEMNATION AND POSSESSION				
Motion To:		<i>Table to June 16, 2015</i>			
Motion By:		<i>Petty</i>			
Seconded:		<i>Marsh</i>			
C. 1 Public Hearing <i>Tabled to June 16, 2015</i>	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan				

80

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

Subject:	RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)				
Motion To:					
Motion By:					
Seconded:					
D. 1 New Business <i>Left on</i> <i>the First</i> <i>Reading</i>	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Mayor Jordan				

Subject:	VAC 15-5037 (HABOR ISLE & ZION RDS./WOODBURY S/D)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Long</i>	<i>Gray</i>		
Seconded:		<i>Marsh</i>	<i>Marsh</i>		
D. 2 New Business <i>passed</i>	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
<i>57H</i>	Mayor Jordan				

8-0

8-0

8-0

Subject:	AMEND § 97.088 (B)(2)(b) and § 97.088 (d)				
Motion To:					
Motion By:					
Seconded:					
D. 3 New Business <i>Left on</i> <i>the first</i> <i>Reading</i>	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Mayor Jordan				

Subject:	AMEND §174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY				
Motion To:		<i>Amend Section D & remove Downtown Master Plan</i>	<i>2nd Read</i>	<i>Amend Section C & remove Downtown Master Plan</i>	<i>3rd Read</i>
Motion By:		<i>Marsh</i>	<i>Gray</i>	<i>Marsh</i>	<i>Gray</i>
Seconded:		<i>Petty</i>	<i>Long</i>	<i>Petty</i>	<i>Long</i>
D. 4 New Business 5777	Schoppmeyer	✓	✓	✓	✓
	La Tour	✓	✓	✓	✓
	Long	✓	✓	✓	✓
	Gray	✓	✓	✓	✓
	Marsh	✓	✓	✓	✓
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Tennant	✓	✓	✓	✓
	Mayor Jordan				

8-0

8-0

8-0

8-0

City Council Meeting:

Subject:	Amend 174.07				
Motion To:		Pass			
Motion By:					
Seconded:					
D.4 New Business passed	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan				

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



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: June 3, 2015

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of June 2, 2015

1. A resolution to award bid #15-25 and authorize the purchase of two (2) pumps and motors for the Airport North Lift Station from Evans Enterprises, Inc. in the amount of \$42,010.00 plus applicable sales taxes.
2. A resolution to approve a multi-jurisdictional application by the City of Fayetteville, the City of Springdale and Washington County for a 2015 Body-Worn Camera Pilot Implementation Program matching grant in the amount of \$133,000.00, with the matching portion paid by the City of Fayetteville in the amount of \$51,000.00, the City of Springdale in the amount of \$51,000.00 and Washington County in the amount of \$31,000.00.
3. A resolution to authorize a Professional Design Services Agreement with Progressive Trail Design, LLC for the preparation of the Kessler Mountain Trails Master Plan in an amount not to exceed \$26,320.00, and to approve a project contingency in the amount of \$2,632.00.

City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323



Meeting Agenda - Final Agenda

Tuesday, June 2, 2015

5:30 PM

City Hall Room 219

City Council Meeting

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions:****A. Consent:****A. 1** [2014-0504](#)

APPROVAL OF THE MAY 19, 2015 CITY COUNCIL MEETING MINUTES.

A. 2 [2015-0245](#)**BID #15-25 EVANS ENTERPRISES, INC.**

A RESOLUTION TO AWARD BID #15-25 AND AUTHORIZE THE PURCHASE OF TWO (2) PUMPS AND MOTORS FOR THE AIRPORT NORTH LIFT STATION FROM EVANS ENTERPRISES, INC. IN THE AMOUNT OF \$42,010.00 PLUS APPLICABLE SALES TAXES

Attachments:

[SRP - Bid 15-25 - Lift Station 16 Pumps](#)

A. 3 [2015-0246](#)**2015 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM MATCHING GRANT**

A RESOLUTION TO APPROVE A MULTI-JURISDICTIONAL APPLICATION BY THE CITY OF FAYETTEVILLE, THE CITY OF SPRINGDALE AND WASHINGTON COUNTY FOR A 2015 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM MATCHING GRANT IN THE AMOUNT OF \$133,000.00, WITH THE MATCHING PORTION PAID BY THE CITY OF FAYETTEVILLE IN THE AMOUNT OF \$51,000.00, THE CITY OF SPRINGDALE IN THE AMOUNT OF \$51,000.00 AND WASHINGTON COUNTY IN THE AMOUNT OF \$31,000.00

Attachments:

[2015-0246 Body Worn Camera Grant](#)

A. 4 [2015-0253](#)**PROGRESSIVE TRAIL DESIGN, LLC**

A RESOLUTION TO AUTHORIZE A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH PROGRESSIVE TRAIL DESIGN, LLC FOR THE PREPARATION OF THE KESSLER MOUNTAIN TRAILS MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$26,320.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$2,632.00

Attachments: [2015-0253 Kessler Mtn Trails Master Plan Progressive Trail Design](#)

B. Unfinished Business:**B. 1** [2015-0228](#)**RZN 15-4965 (SOUTH END OF RUPPLE RD./RUPPLE ROAD EXTENSION CORRIDOR)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-4965, FOR APPROXIMATELY 642 ACRES, LOCATED AT THE SOUTHERN END OF RUPPLE ROAD FROM R-A, RESIDENTIAL-AGRICULTURE; RSF-1, RESIDENTIAL SINGLE FAMILY ONE UNIT PER ACRE; RSF-4, RESIDENTIAL SINGLE FAMILY FOUR UNITS PER ACRE; AND RSF-8, RESIDENTIAL SINGLE FAMILY EIGHT UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES, UT, URBAN THOROUGHFARE; AND R-A, RESIDENTIAL AGRICULTURAL

Attachments: [Exhibit A South Ruppel Road](#)
 [15-4965 CC reports](#)
 [051915 CC Mtg handout RZN 15-4965 S End of Ruppel Road](#)

Legislative History

5/19/15	City Council Meeting	left on first reading
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B. 2 [2015-0232](#)**RZN 15-5004 (SOUTH END OF PUMPKIN RIDGE DR./FALLING WATERS) APPEAL**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5004, FOR APPROXIMATELY 17.37 ACRES, LOCATED SOUTH OF PUMPKIN RIDGE ROAD FROM R-A, RESIDENTIAL-AGRICULTURE TO RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE

Attachments:[15-5004 CC EX A & B](#)[15-5004 Full Packet](#)[051915 CC Mtg. handout RZN 15-5004 S End of Pumpkin Ridge Dr](#)**Legislative History**

5/19/15

City Council Meeting

left on first reading

C. Public Hearing:**C. 1** [2015-0250](#)**JEROME LOPEZ & ELIZABETH YOUNG AND THE RANDALL J. WRIGHT TRUST CONDEMNATION AND POSSESSION**

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY JEROME LOPEZ & ELIZABETH YOUNG AND THE RANDALL J. WRIGHT TRUST NEEDED FOR THE HIGHWAY 45 AND OLD WIRE ROAD INTERSECTION IMPROVEMENT PROJECT

Attachments:[2015-0250](#)**D. New Business:****D. 1** [2015-0249](#)**RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

Attachments:[15-5044 CC EX A & EX B](#)[15-5044 CC reports](#)

D. 2 [2015-0248](#)**VAC 15-5037 (HARBOR ISLE & ZION RDS./WOODBURY S/D)**

AN ORDINANCE TO APPROVE VAC 15-5037 SUBMITTED BY BLEW & ASSOCIATES FOR PROPERTY LOCATED AT HARBOR ISLE AND ZION ROAD TO VACATE PORTIONS OF EXISTING UTILITY EASEMENTS

Attachments:[15-5037 CC EX A & EX B](#)[15-5037 CC reports](#)**D. 3** [2015-0251](#)**AMEND § 97.088 (B)(2)(b) and § 97.088 (d)**

AN ORDINANCE TO AMEND EXHIBIT A, DONOR RECOGNITION SIGNS, AND EXHIBIT B, NAMING PARK FACILITIES WHICH ARE ATTACHED AND A PART OF § 97.088 (B)(2)(b) and § 97.088 (d) OF THE FAYETTEVILLE CODE

Attachments:[2015-0251 Chapter 97 Ordinance Amendment](#)**D. 4** [2015-0239](#)**AMEND §174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY**

AN ORDINANCE TO AMEND §174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY BY CLARIFYING THE PLACEMENT OF DIRECTIONAL AND WAYFINDING SIGNS ON PUBLIC PROPERTY AND ENACTING A NEW SUBSECTION (F) *TRAIL/TRAILHEAD WAYFINDING SIGNS AND RECOGNITION MARKERS*

Attachments:[Exhibit A](#)[Trail Wayfinding Signs Staff Report](#)**E. City Council Agenda Session Presentations:****F. City Council Tour:****G. Announcements:****H. 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.

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
May 19, 2015**

A meeting of the Fayetteville City Council was held on May 19, 2015 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Martin Schoppmeyer, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman John La Tour

Pledge of Allegiance:

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items: None

Agenda Additions: None

Consent:

Approval of the May 5, 2015 City Council meeting minutes.

Approved

Rainmaker Sales, Inc.: A resolution to authorize the purchase of an expansion poly trailer from Rainmaker Sales, Inc. of Shawnee, Oklahoma in the amount of \$6,000.00 plus applicable sales taxes for use by the Water and Sewer Operations Division, and to approve a budget adjustment.

Resolution 102-15 as recorded in the office of the City Clerk

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

Unfinished Business: None

New Business:

RZN 15-5033 (232 W. Ash St./Koutroumbis): An ordinance rezoning that property described in Rezoning Petition RZN 15-5033, for approximately 0.30 acres, located at 232 W. Ash Street from RSF-4, Residential Single Family, 4 units per acre to RMF-12, Residential Multi Family, 12 units per acre.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff is recommending approval. Planning Commission voted 6-0 in favor of the request.

Taylor Koutroumbis, Applicant: We have a 0.30 acre lot. It's about one lot off of Gregg Avenue. There is an old house that is at the very front of the lot that we recently remodeled. In the back of it is an open large lot. We would like to take this new zoning of RMF-12 and build a duplex in the back of that lot and then bring in a driveway off of our apartment building on Gregg Avenue to access it.

Alderman Petty: Is this plan to build a duplex any different than the plan you had before?

Applicant: The plan before was to build a triplex. After we talked with a contractor and looked at the lot again, it seemed a duplex would fit better.

Alderman Marsh: I'm glad you brought this back. I think this is a much more appropriate scale for development in this area. It will make a nice transition between the two zones. I intend to support it.

Alderman Petty 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 La Tour was absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray 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 La Tour was absent.

City Attorney Kit Williams read the ordinance.

Alderman Kinion: There has been some voiced concerns by neighbors worrying about the encroachment of multi-family into an established single family neighborhood. Because of that concern I can't support this.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-1. Alderman Kinion voting no. Alderman La Tour was absent.

Ordinance 5770 as Recorded in the office of the City Clerk

VAC 15-5020 (2288 N. Hidden Creek Dr./Kennedy): An ordinance approving VAC 15-5020 submitted by Jeremy Kennedy for property located at 2288 N. Hidden Creek Drive to vacate a portion of an existing utility easement.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff is recommending approval. Planning Commission voted 7-0 in favor of the request.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 7-0. Alderman La Tour 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 La Tour 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 Kinion voting no. Alderman La Tour was absent.

Ordinance 5771 as Recorded in the office of the City Clerk

RZN 15-4965 (South End of Ruppel Rd./Ruppel Road Extension Corridor): An ordinance rezoning that property described in Rezoning Petition RZN 15-4965, for approximately 642 acres, located at the southern end of Ruppel Road from R-A, Residential-Agriculture; RSF-1, Residential Single Family one unit per acre; RSF-4, Residential Single Family four units per acre; and RSF-8,

Residential Single Family eight units per acre to NC, Neighborhood Conservation; CS, Community Services, UT, Urban Thoroughfare; and R-A, Residential Agricultural.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff is recommending approval. He stated on April 27, 2015 the Planning Commission voted to forward this item 7-0 in favor of staff's proposed rezoning. There were some special considerations they would like for City Council to consider. They would like for them to consider the environmentally sensitive areas discussed at the Planning Commission meetings. Also, the possibility of either a future land use plan amendment to recognize sensitive habitat areas and/or a policy discussion to accept parkland dedication instead of money for preservation of sensitive wet prairie habitat as this property develops. One commissioner recommends the City Council to consider adopting an ordinance for conservation subdivision development patterns in this area. Staff is recommending leaving the item on the First Reading to allow public consumption of the information.

Charlie Sloan, Property Owner stated he owns a part of this property and gave a brief history of the property. He stated he hopes to see a neighborhood park and trail go in and that would be the green space reserved for the public. He would like the creek to be left alone. He stated it is not classified as a wetland.

Aaron Writh, Cobblestone Homes stated he has the property in the northeast corner under contract and spoke in support of the zoning.

Chelsea Frost, 2148 East Frazier Terrace stated her wildlife conservation concerns and requested the item to be held until after the Environmental Action Committee meets.

This ordinance was left on the First Reading.

RZN 15-5004 (South End of Pumpkin Ridge Dr./Falling Waters) Appeal: An ordinance rezoning that property described in Rezoning Petition RZN 15-5004, for approximately 17.37 acres, located south of Pumpkin Ridge Road from R-A, Residential-Agriculture to RSF-2, Residential Single Family, 2 units per acre.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. He stated this is an appeal of a Planning Commission recommended action. Staff is recommending against the rezoning due to infrastructure concerns. Planning Commission voted 8-1 against rezoning.

Robert Rhoads, Attorney for Property Owners Clay Carlton and Mike Lambreth: The PZD that was approved in 2005 was unanimous. That was for 137 acres and around 254 lots. There was no water or sewer there and when the PZD was approved they partnered up with two or three other people and put in \$2.5 million to bring water and sewer underneath the river and 6,300 feet of line

to get it to the site. \$850,000.00 was their share of that. Because of the downturn in the economy they couldn't financially continue on with the project. The work they did along with their partners is now currently being enjoyed by the folks in that part of town.

They could not build, their PZD expired and they paid \$1.5 million in interest over the last ten years. They have a sizable investment in this piece of property. When developers in our city go to the effort financially to try to build something this City Council and Planning Commission at the time salutes, then city leaders need to consider the right thing to do even though ten years has transpired.

What they are proposing is pretty much exactly what that PZD was except, it is not 137 acres, it is 17 acres. They are asking for two lots per acre. They are asking for 30 homes not 34. They can't financially make R-A work. They would be considerate during the construction phase to make it less problematic to neighbors. Drainage will not be a problem because the developers have an agreement with Stonebridge Meadows, who is the largest landowner. The water will drain into the golf course retention ponds, which is what the course uses to water their greens and fairways. The rest of the water drains off across Goff Road into a small lake. The owners plan to adhere to the Hillside Ordinance and their proposed covenants will be even stricter as far as tree preservation.

Mr. Rhoads spoke about the 2030 City Plan and staff's recommendation to keep it zoned R-A. He stated the surrounding area has subdivisions and are twice the density that is being asked for by the Buffington Home property owners. He stated he believes there is adequate infrastructure and services in the area to support the project.

Alderman Marsh: Is the only exit down Cherry Hills and Pumpkin Ridge Drive?

Robert Rhoads: For the 17 acres first stage, yes.

Alderman Marsh: When the Rodgers Drive road collapsed that was a big issue as far as public safety and getting in and out of the neighborhood. It gives me a lot of concerns about any type of residential area with one point of ingress and egress.

Jay Ray, 2050 South Cherry Hills Drive stated water drainage and traffic are his main concerns.

Tom Steven, 3803 East River Bluff Cove stated he didn't know why the only entrance to this subdivision had to be through Stonebridge. He stated the owner could make the entrance off of Dead Horse Mountain.

Wanda Altman, Cherry Hills Drive stated she is concerned about the environmental impact and urban sprawl. She stated Fayetteville's natural beauty, green spaces, mountains and trees are at stake and should be protected by the 2030 City Plan. She spoke in opposition of the ordinance.

Larry Altman, Cherry Hills Drive stated the City of Fayetteville does not need another 35 houses built on a pristine mountainside. He stated examples of places where the mountainside has been stripped and homes have been built. He stated there are serious drainage problems in Stonebridge Meadows. He believes drainage from the new development will increase the drainage problems.

He stated the reason the City Council rezoned this property back to R-A in 2011 was because it fell in line with the City Plan 2030. He voiced his concern about one entrance to the proposed development. He spoke in opposition of the ordinance.

Alderman Long: I have the minutes from the 2011 City Council meeting. When City Council talked about why to rezone it back to R-A, Jeremy thought it would be most appropriate to go back to the previous zoning. Was there a discussion of what was most appropriate for the property?

Jeremy Pate: The minutes don't reflect a lot of discussion. The staff report lays out the recommendation. In looking at the staff report it makes the case for the infrastructure issues that we had discussed.

Alderman Long: So, it was just going back to the previous zoning at the same time?

Jeremy Pate: Yes, it went back to the previous zoning.

Richard Hovey, 1262 South River Meadows Drive voiced his concerns about traffic in the area. He spoke in opposition of the ordinance.

Gregory Carter, Cherry Hills Drive voiced his concern about traffic coming down Cherry Hills Drive. He requested City Council to view the property. He spoke in opposition of the ordinance.

Sue Garland, River Meadows Drive voiced concerns about additional traffic coming through her subdivision and traveling across a small historic bridge. She spoke in opposition of the ordinance.

Tom Luetkemeyer, Cherry Hills Drive voiced his concerns about traffic in the area, the one entrance, and the retention ponds. He requested City Council to view the property. He spoke in opposition of the ordinance.

Sam Divinia, Cherry Hills Drive stated Cherry Hills Drive is not a thoroughfare and can't handle the additional traffic. He spoke in opposition of the ordinance.

Karen Mathes, SpyGlass Hill requested the City Council to view the property after a hard rain. She stated she wanted the property to remain R-A. She spoke in opposition of the ordinance.

Greg Zeck, Oakmont Drive stated he would like for City Council to consider the environment. He spoke in opposition of the ordinance.

Alderman Long: I would like to hold it.

Alderman Tennant: We have been invited to tour it.

Don Marr, Chief of Staff: The City Council sets up tours at Agenda Session.

This ordinance was left on the First Reading.

Amendment of the Master Street Plan: A resolution to amend the Master Street Plan by removing a bridge connection on Raven Lane over Clabber Creek south of Crystal Springs Phase III.

Jeremy Pate, Director of Development Services stated the applicant requested to table the item to June 16, 2015.

Alderman Petty moved to table the resolution to the June 16, 2015 City Council meeting. **Alderman Marsh** seconded the motion. Upon roll call the motion passed 7-0. **Alderman La Tour** was absent.

This resolution was Tabled to the June 16, 2015 City Council meeting.

Amend §162.01 (B)(2) to Add “Landscape Contracting Business”: An ordinance amending Unified Development Code §162.01 (B)(2) to add “Landscape Contracting Business” as a use allowed by conditional use permit in all zoning districts.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. He stated he spoke with Alderman Tennant and thanked him for his support. Staff believes this is a good amendment for City Code and recommends approval.

Alderman Tennant: When this was brought to my attention I was surprised that we didn’t already have it this way. I feel it levels the playing field. It doesn’t give any advantage because you still have to go before the Planning Commission. This helps local businesses.

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 La Tour** was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5772 as Recorded in the office of the City Clerk

Amend §167.04 (J)(3) Off-Site Forestation: An ordinance to amend §167.04 (J)(3) *Off-Site Forestation* to authorize the City Council to allow forestation within a nearby city park if determined by the City Council to be in the best interests of our citizens.

City Attorney Kit Williams read the ordinance.

Derek Linn, Urban Forester gave a brief description of the ordinance. Staff is recommending approval.

City Attorney Kit Williams: Thank you to the Urban Forestry Department. A situation occurred where there was a large number of mitigation trees a developer needed to plant. He could have put them altogether, in a small piece of land he owned right by the neighborhood, but he is very close to another city park that needs some trees. Parks & Recreation staff and I thought it would make sense that if a developer would agree to plant and maintain trees in a city park that needs them then we should have the option for the City Council to be able to agree to that.

Alderman Gray 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 La Tour was absent.

City Attorney Kit Williams read the ordinance.

Alderman Marsh: Is there a reason we are limiting this to city parks and not including street right-of-ways?

City Attorney Kit Williams: There are already requirements for street trees with new developments.

Jeremy Pate: Our landscape ordinance requires street trees to be planted with at least one per lot for residential developments along all the public streets.

Alderman Marsh: I'm thinking in terms of these being mitigation trees. If we needed to put a whole bunch of new street trees along some area where we have been needing to add some trees, this seems like a good opportunity to make that happen.

City Attorney Kit Williams: I did not present that to the Urban Forestry Department. I don't have any problems with that if you would want that to be an option. With infilling street trees I don't know if irrigation is going to be feasible, where it would be in the park.

A discussion followed about the planting of trees in designated locations that could benefit the area.

Don Marr, Chief of Staff: If Council is going to amend it, go ahead and amend tonight. I don't see a downside to it since it has to have City Council approval to be planted in these other locations. You will have control whether they are allowed or not.

Alderman Marsh moved to Amend Section B of the ordinance to add “or public right-of-way”. Alderman Petty seconded the motion. Upon roll call the motion to amend passed 6-0. Alderman Schoppmeyer was absent during the vote. Alderman La Tour was absent.

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 La Tour was absent.

City Attorney Kit Williams read the ordinance.

Alderman Petty: Thank you to Alderman Marsh for her foresight. We don't often realize it, but our streets make up more than half of the public space available in the city. We tend to think of them as travel ways for vehicles. It is appropriate for us to think of them as front yards, parks or places to do business. We need to rethink the way we frame streets and trees are a big part of that.

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

Ordinance 5773 as Recorded in the office of the City Clerk

Amend Article IX Telecommunications Board: An ordinance to amend Article IX Telecommunications Board of the Code of Fayetteville to conform to changes in state law and to clarify definitions and duties of the board.

City Attorney Kit Williams read the ordinance.

Lindsley Smith, Communication Director gave a brief description of the ordinance. Staff is recommending approval.

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

City Attorney Kit Williams read the ordinance.

Alderman Gray 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 La Tour 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 La Tour was absent.

Ordinance 5774 as Recorded in the office of the City Clerk

Announcements:

Don Marr, Chief of Staff: City offices will be closed on Monday, May 25, 2015 for the Memorial Day holiday.

On Thursday, May 21, 2015 the Parks & Recreation Department is holding a public hearing for the 2016 Outdoor Recreational Grant program. They will be taking feedback from citizens regarding needs for our parks and outdoor areas. It will be at 5:30 p.m. at Lifestyles Incorporated at 2590 West Sycamore Street.

City Attorney Kit Williams thanked Lindsley Smith, Communication Director for her service to the City of Fayetteville and wished her well with her retirement.

Lindsley Smith, Communication Director: Thank you very much. You all are wonderful public servants and thank you for all that you do.

Mayor Jordan, Don Marr and Sondra Smith all stated they would miss her very much.

Don Marr: This week at Vandergrift Elementary School will be the Charlie Brown Book Sale. The proceeds will benefit the Fayetteville Animal Shelter. It is the largest fundraiser for our animal shelter. The community donates 13,000 to 15,000 books to this amazing event and raised over \$22,000 for the shelter in the last sale.

Alderman Long: Due to the holiday we will not be having a Ward 4 meeting on May 25, 2015.

City Council Agenda Session Presentations:

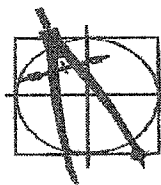
Agenda Session Presentation - CH2M Annual Report. Billy Ammons

City Council Tour: None

Adjournment: 7:27 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer



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.

June 2, 2015

City of Fayetteville – City Council
113 W. Mountain Street
Fayetteville, AR 72701

RE: FALLING WATERS

Dear Council Members,

This correspondence is to clarify that the improvements associated with the Falling Waters Subdivision development will meet or exceed the regulations set forth by the City of Fayetteville Drainage Criteria Manual (dated July 1, 2014). Post Development flows will not exceed Pre-development flows and each of the minimum standards outlined in the manual will be met.

If you have any questions or concerns, please contact us.

Sincerely,

David L. Jorgensen, PE, PLS

Branson, Lisa

From: CityClerk
Sent: Tuesday, June 02, 2015 9:38 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; McCoy, Dee; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Broyles, Lana; Jordan, Lioneld; Smith, Lindsley; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan
Cc: Pate, Jeremy
Subject: FW: Photos of Falling Waters property
Attachments: 20150601_131001.jpg; 20150601_131007.jpg; 20150601_131103.jpg

The attached and below photos are from citizens related to the Falling Waters rezoning item on Unfinished Business tonight. Will you please make sure the City Council has these for consideration, either digitally or printed? I let them know that the Rules of Order and Procedure prohibit any electronic presentations, but that we would distribute these so they could refer to them in the public comment period.

Thank you,
Jeremy
Stonebridge Meadows
Resident

















City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323



Meeting Agenda - Tentative Agenda

Tuesday, May 26, 2015

4:30 PM

City Hall Room 326

City Council Meeting

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions:****A. Consent:****A. 1** [2014-0504](#)

APPROVAL OF THE MAY 19, 2015 CITY COUNCIL MEETING MINUTES.

A. 2 [2015-0245](#)**BID #15-25 EVANS ENTERPRISES, INC.**

A RESOLUTION TO AWARD BID #15-25 AND AUTHORIZE THE PURCHASE OF TWO (2) PUMPS AND MOTORS FOR THE AIRPORT NORTH LIFT STATION FROM EVANS ENTERPRISES, INC. IN THE AMOUNT OF \$42,010.00 PLUS APPLICABLE SALES TAXES

Attachments:

[SRP - Bid 15-25 - Lift Station 16 Pumps](#)

A. 3 [2015-0246](#)**2015 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM MATCHING GRANT**

A RESOLUTION TO APPROVE A MULTI-JURISDICTIONAL APPLICATION BY THE CITY OF FAYETTEVILLE, THE CITY OF SPRINGDALE AND WASHINGTON COUNTY FOR A 2015 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM MATCHING GRANT IN THE AMOUNT OF \$133,000.00, WITH THE MATCHING PORTION PAID BY THE CITY OF FAYETTEVILLE IN THE AMOUNT OF \$51,000.00, THE CITY OF SPRINGDALE IN THE AMOUNT OF \$51,000.00 AND WASHINGTON COUNTY IN THE AMOUNT OF \$31,000.00

Attachments:

[2015-0246 Body Worn Camera Grant](#)

A. 4 [2015-0253](#)**PROGRESSIVE TRAIL DESIGN, LLC**

A RESOLUTION TO AUTHORIZE A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH PROGRESSIVE TRAIL DESIGN, LLC FOR THE PREPARATION OF THE KESSLER MOUNTAIN TRAILS MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$26,320.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$2,632.00

Attachments:[2015-0253 Kessler Mtn Trails Master Plan Progressive Trail Design](#)**B. Unfinished Business:****B. 1** [2015-0228](#)**RZN 15-4965 (SOUTH END OF RUPPLE RD./RUPPLE ROAD EXTENSION CORRIDOR)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-4965, FOR APPROXIMATELY 642 ACRES, LOCATED AT THE SOUTHERN END OF RUPPLE ROAD FROM R-A, RESIDENTIAL-AGRICULTURE; RSF-1, RESIDENTIAL SINGLE FAMILY ONE UNIT PER ACRE; RSF-4, RESIDENTIAL SINGLE FAMILY FOUR UNITS PER ACRE; AND RSF-8, RESIDENTIAL SINGLE FAMILY EIGHT UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES, UT, URBAN THOROUGHFARE; AND R-A, RESIDENTIAL AGRICULTURAL

Attachments:[Exhibit A South Rupple Road](#)[15-4965 CC reports](#)**Legislative History**

5/19/15

City Council Meeting

left on first reading

B. 2 [2015-0232](#)**RZN 15-5004 (SOUTH END OF PUMPKIN RIDGE DR./FALLING WATERS) APPEAL**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5004, FOR APPROXIMATELY 17.37 ACRES, LOCATED SOUTH OF PUMPKIN RIDGE ROAD FROM R-A, RESIDENTIAL-AGRICULTURE TO RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE

Attachments:[15-5004 CC EX A & B](#)[15-5004 Full Packet](#)**Legislative History**

5/19/15

City Council Meeting

left on first reading

C. Public Hearing:**C. 1** [2015-0250](#)**JEROME LOPEZ & ELIZABETH YOUNG AND THE RANDALL J. WRIGHT TRUST CONDEMNATION AND POSSESSION**

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY JEROME LOPEZ & ELIZABETH YOUNG AND THE RANDALL J. WRIGHT TRUST NEEDED FOR THE HIGHWAY 45 AND OLD WIRE ROAD INTERSECTION IMPROVEMENT PROJECT

Attachments:[2015-0250](#)**D. New Business:****D. 1** [2015-0249](#)**RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

Attachments:[15-5044 CC EX A & EX B](#)[15-5044 CC reports](#)

D. 2 [2015-0248](#)**VAC 15-5037 (HABOR ISLE & ZION RDS./WOODBURY S/D)**

AN ORDINANCE TO APPROVE VAC 15-5037 SUBMITTED BY BLEW & ASSOCIATES FOR PROPERTY LOCATED AT HARBOR ISLE AND ZION ROAD TO VACATE PORTIONS OF EXISTING UTILITY EASEMENTS

Attachments:[15-5037 CC EX A & EX B](#)[15-5037 CC reports](#)**D. 3** [2015-0251](#)**AMEND § 97.088 (B)(2)(b) and § 97.088 (d)**

AN ORDINANCE TO AMEND EXHIBIT A, DONOR RECOGNITION SIGNS, AND EXHIBIT B, NAMING PARK FACILITIES WHICH ARE ATTACHED AND A PART OF § 97.088 (B)(2)(b) and § 97.088 (d) OF THE FAYETTEVILLE CODE

Attachments:[2015-0251 Chapter 97 Ordinance Amendment](#)**D. 4** [2015-0239](#)**AMEND §174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY**

AN ORDINANCE TO AMEND §174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY BY CLARIFYING THE PLACEMENT OF DIRECTIONAL AND WAYFINDING SIGNS ON PUBLIC PROPERTY AND ENACTING A NEW SUBSECTION (F) *TRAIL/TRAILHEAD WAYFINDING SIGNS AND RECOGNITION MARKERS*

Attachments:[Exhibit A](#)[Trail Wayfinding Signs Staff Report](#)**E. City Council Agenda Session Presentations:****F. City Council Tour:****G. Announcements:****H. 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, Arkansas

Tentative Agenda
June 2, 2015
113 West Mountain Road, Suite 8 of 359
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0245

Agenda Date: 6/2/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

BID #15-25 EVANS ENTERPRISES, INC.

A RESOLUTION TO AWARD BID #15-25 AND AUTHORIZE THE PURCHASE OF TWO (2) PUMPS AND MOTORS FOR THE AIRPORT NORTH LIFT STATION FROM EVANS ENTERPRISES, INC. IN THE AMOUNT OF \$42,010.00 PLUS APPLICABLE SALES TAXES

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #15-25 and authorizes the purchase of two (2) pumps and motors for the Airport North Lift Station from Evans Enterprises, Inc. in the amount of \$42,010.00 plus applicable sales taxes.

City of Fayetteville Staff Review Form

2015-0245

Legistar File ID

6/2/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Billy Ammons

5/8/2015

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Bid 15-25 with Evans Enterprises, Inc. to purchase two (2) pumps and motors for the Airport North Lift Station (LS #16) for \$42,010.00 plus \$4,095.98 tax, totaling \$46,105.98. Funds are available within the Wastewater Treatment Plant CIP – Upgrade/Replace Lift Stations project.

Budget Impact:

5400.5800.5801.00

Water/Sewer

Account Number

Fund

02068.1

Upgrade/Replace Lift Stations - WWTP

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 148,861.75

Funds Obligated \$ -

Current Balance \$ 148,861.75

Does item have a cost? Yes

Item Cost \$ 46,105.98

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 102,755.77

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JUNE 2, 2015

TO: Mayor and Fayetteville City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee
Tim Nyander, Utilities Director

FROM: Billy Ammons, Wastewater Treatment

DATE: May 8, 2015

SUBJECT: Approval of Bid 15-25 with Evans Enterprises, Inc. to purchase two (2) pumps and motors for the Airport North Lift Station (LS #16) for \$42,010.00.

RECOMMENDATION:

City administration recommends approval of Bid 15-25 with Evans Enterprises, Inc. to purchase two (2) pumps and motors for the Airport North Lift Station (LS #16) for \$42,010.00 plus \$4,095.98 tax, totaling \$46,105.98. Funds are available within the Wastewater Treatment Plant CIP – Upgrade/Replace Lift Stations project.

BACKGROUND:

The City operates and maintains 37 active wastewater lift stations. The Airport North Lift Station receives wastewater flow from four lift stations. The two pumps at this station have a combined rated capacity of approximately 2.6 million gallons per day. These pumps are nearly 50 years old and have more than doubled their life expectancy. Given the age of the equipment, they pose a significant risk of mechanical or electrical failure which could result in a sewer overflow.

DISCUSSION:

The City received two bids on March 17, 2015 to purchase two (2) pumps and motors. Evans Enterprises, Inc. submitted the lowest bid and it meets specifications.

Bidder	Bid
Alliance Pump & Mechanical Service	\$48,980.00
Evans Enterprises, Inc.	\$42,010.00

BUDGET/STAFF IMPACT:

Funds are available in the Wastewater Treatment Plant CIP – Upgrade/Replace Lift Stations project.

ATTACHMENTS:

Purchase Order
Bid 15-25 Tabulation
Bid 15-25 Submittals

City of Fayetteville - Purchase Order Request (PO)							Requisition No.:	Date:	Tentative Agenda	
(Not a Purchase Order)								5/8/2015	June 2, 2015	
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.							P.O Number:			
Purchase shall not be made until an actual PO has been issued.							Page 11 of 359			
Vendor #: 4090		Vendor Name: Evans Enterprises, Inc.					Mail ☐ Yes ☐ No		Legistar#: 2015-0245	
Address: 2001 N 13th St					FOB Point: Noland WWTP		Taxable ☒ Yes ☐ No		Expected Delivery Date:	
City: Rogers			State: AR		Zip Code: 72756	Ship to code: 72701	Quotes Attached ☒ Yes ☐ No			
Requester: Billy Ammons					Requester's Employee #: OMI		Extension: 479-443-3292			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Per Bid#15-25, Chicago Type 2235 Model CP4103 dry pit submersible lift station pump and motor - FA#'s 300978 & 300979	2	EA	21,005.00	\$42,010.00	5400.5800.5801.00	02068.1		300978 & 300979	
2										
3										
4										
5										
6										
7										
8										
9										
10										
*	Shipping/Handling		Lot							
Special Instructions:							Subtotal: \$42,010.00			
							Tax: \$4,095.98			
							Total: \$46,105.98			
Approvals: Mayor: _____ Department Director: _____ Purchasing Manager: _____ Chief Financial Officer: _____ Budget Director: _____ IT Director: _____ Dispatch Manager: _____ Utilities Manager: _____ Other: _____										



City of Fayetteville, Arkansas

Purchasing Division

OFFICIAL BID TABULATION

Bid 15-25, Lift Station Pumps

Tuesday, March 17, 2015, before 2:00 PM Local Time

Bidder	Lift Station Pump & Motor				
	Est. Qty		Price Per Unit		Total Price
Alliance Pump & Mechanical Service Mfg/Model: Yeomans Chicago 2235 / CP4103	2	x	\$ 24,490.00	=	\$ 48,980.00
Evans Enterprises Inc Mfg/Model: Chicago/Grundfos / CP4103	2	x	\$ 21,005.00	=	\$ 42,010.00

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

CERTIFIED:

P Vice

Carolyn Reef

3-17-15

P. Vice, Purchasing Manager

Witness

Date



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

INVITATION TO BID

INVITATION TO BID: Bid 15-25, Lift Station Pumps & Motors

DEADLINE: Tuesday, March 17, 2015 before 2:00 PM, Local Time

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

PURCHASING AGENT: Andrea Foren Rennie, CPPO, CPPB, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Thursday, February 26, 2015

INVITATION TO BID

Bid 15-25, Lift Station Pumps & Motors

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

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

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

Name of Firm: Evans Enterprises, Inc. - Pump Works Division

Contact Person: Dustin Madewell Title: Project Manager

E-Mail: dsmrog@goevans.com Phone: 479-636-0721

Business Address: 2001 N. 13th

City: Rogers State: AR Zip: 72756

Signature: [Signature] Date: 3-17-15

Pump Data Sheet - Chicago Pump, Aurora, IL

Company: YCC Chicago
Name:
Date: 1/12/2015

Customer:
Project:
Location:
Quote #:
Item ID / Tag #:
Qty. of Pumps:



Pump:

Model: CP4103

Type: 2235
Synch speed: 1800 rpm
Curve ID No.: 40355
Specific Speeds:

Dimensions:

Search Criteria:

Flow: 900 US gpm

Head: 65 ft

Fluid:

Water
Density: 62.32 lb/ft³
Viscosity: 0.9946 cP

Temperature: 68 °F
Vapor pressure: 0.3391 psi a
Atm pressure: 14.7 psi a

NPSHa: ---

Motor:

Standard: YCC
Enclosure: TENV

Size: 30 hp
Speed: 1800
Frame: 250CLC

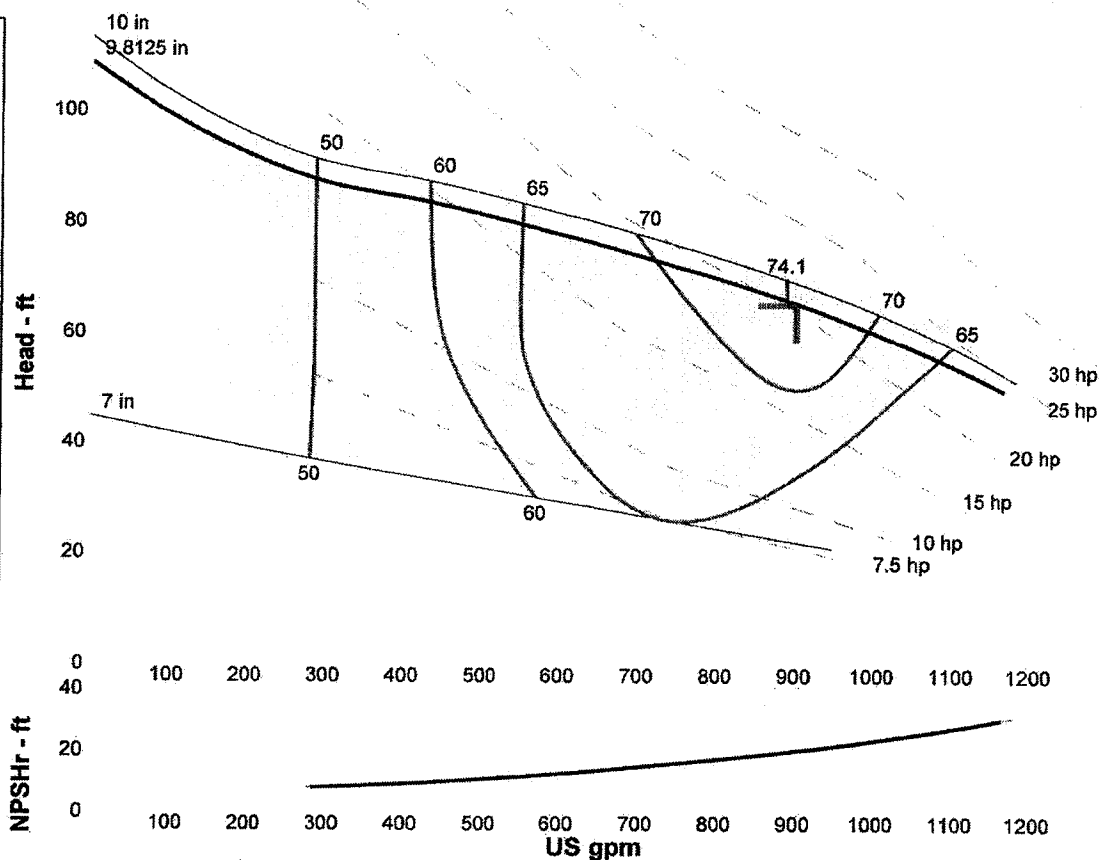
Sizing criteria: Max Power on Design Curve

Pump Limits:

Temperature: 104 °F
Pressure: 75 psi g
Sphere size: 3 in

Power: ---
Eye area: 12.6 in²

--- Data Point ---	
Flow:	900 US gpm
Head:	65.3 ft
Eff:	74%
Power:	20.1 hp
NPSHr:	20 ft
--- Design Curve ---	
Shutoff head:	109 ft
Shutoff dP:	47 psi
Min flow:	---
BEP:	74% @ 888 US gpm
NOL power:	24 hp @ 1166 US gpm
--- Max Curve ---	
Max power:	25.1 hp @ 1181 US gpm



Default motor size is based upon max. power on the design curve plus a margin factor to allow for impeller trim variances that may occur to meet H.I. TDH requirements. Efficiencies and data are typical. Please contact the factory for guaranteed values. FOR TEMP. ABOVE 104 DEG. F (40 DEG C) REFER TO FACTORY FOR ASSISTANCE.

Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
1080	1750	55.1	65	23.1	26.4
900	1750	65.3	74	20.1	20
720	1750	73.1	70	19	15.3
540	1750	79.9	65	16.8	11.4
360	1750	85.5	55	13.9	8.78

BARRIER FLUID FDA®

Buffer / Barrier Fluid for Mechanical Seals



Beyond Synthetic™

Beyond Synthetic™

Barrier Fluid FDA® is a pure, non-reactive, synthetic fluid that provides superior lubrication and cooling for double and tandem mechanical seals.

Barrier Fluid FDA® provides very stable seal performance over an extremely wide temperature range, satisfying most seal service requirements. Barrier Fluid FDA® is extremely clean and has excellent low temperature fluidity and heat transfer properties.

Barrier Fluid FDA® is sanctioned under the FDA CFR Title 21 Sections 178.3620(a)(b); 172.878; 175.105; 172.200 and 210; 177.2260, 2600 and 2800; 178.3570 and 3910. Barrier Fluid FDA® is NSF certified for H1 service. Barrier Fluid FDA® is essentially inert, allowing it to be used with most hydrocarbon gases and aqueous acids and bases. Barrier Fluid FDA® is an undyed product.

Performance Advantages:

• Environmentally Safe

Royal Purple® Barrier Fluids are not listed on the EPA's VHAP (volatile hazardous air pollutants) or VOC (volatile organic compounds) lists.

• Sanctioned by the EPA, NSF

Barrier Fluid FDA® is the first synthetic white oil sanctioned under the FDA's CFR Title 21 Sections 178.3620(a) & (b); 172.878; 175.105; 176.200. It is also sanctioned under 210; 177.2260 and 2800; and 178.3570 and 3910. Barrier Fluid FDA® is NSF certified for H1 service.

• Minimal Disposal Problems

Royal Purple® Barrier Fluids can be recycled, burned or disposed the same as mineral oil.

• Very Low Moisture Content

Royal Purple® Barrier fluids have a low moisture content to prevent seal problems or catalyst poisoning where applicable.

• Highest Purity

Barrier Fluid FDA® contains no impurities such as sulfur, vanadium, amines, etc., that can be harmful or reactive to process fluids or poison the catalyst if it enters a process stream.

• Extremely Clean

Barrier Fluid FDA® has a typical ISO Cleanliness Grade 14/13/11, minimizing abrasive wear to seal faces and extending seal life.

• Excellent Heat Transfer Properties

Royal Purple® Barrier Fluids are 25 to 30 percent better than mineral oil to keep seals cool.

• Excellent Low Temperature Fluidity

Royal Purple® Barrier Fluids have excellent low temperature fluidity for cryogenic and cold weather service.

• Uniform Molecular Size

The no light ends, plus excellent thermal stability of Royal Purple® Barrier Fluids provide maximum protection against blistering of carbon seal faces caused by fluid volatility.

• High Flash Point

Royal Purple® Barrier Fluids have a high flash point for maximum safety.

• Compatible with Most Fluids

Royal Purple® Barrier Fluids can be mixed with mineral oils, PAOs and diester fluids but should not be mixed with glycol or silicone synthetics.

• Wide Seal Compatibility Range

Royal Purple® Barrier Fluids are compatible with Viton®, neoprene, Buna N (except high ACN), silicone, polyurethane ester, epichlorohydrin, polysulfide, ethylene / acrylic, polycrylate, fluoroelastomer, propylene oxide, chlorosulfonated polyethylene, chlorinated polyethylene, Kalrez®, Nordel®, fluoroelastomer, nitrile and others. It is not for use with EPDM or EPR elastomers. Victon®, Kalrez® and Nordel® are registered trademarks of E.I. DuPont.

Typical Properties *	Barrier Fluid Grade				
	22 ***	34 ***	56 ***	78 ***	910
Vapor Pressure mmHG @ 100°F	0.0060	0.0001	0.0005	0.0003	0.0001
Pour Point °F	-70	-85	-75	-65	-65
Flash Point °F	335	445	462	482	505
Fire Point °F	350	485	510	542	555
Boiling Point °F	538	655	718	759	755
Autoignition °F	>420	>600	>600	>600	>600
Specific Gravity	0.799	0.816	0.824	0.833	0.838

* Properties are typical and may vary

** Barrier Fluid 22 is 80 percent biodegradable within 28 days per industry standard CEC L33-A-94.

*** NSF certified for H1 service.



3905 Enterprise Court – Aurora, Illinois 60504 -- PHONE: (630) 236-5500 -- FAX: (630) 236-5511

Chicago Submersible Pump Equipment Warranty
5-Year Pro-Rated for Municipal Applications

1. Chicago Submersible Pumps are warranted, for a period of five years from date of shipment to the Original Buyer, to be free from defects in material and/or workmanship and to conform to any applicable drawings and specifications approved by Chicago Pump.
2. The five year warranty is a prorated warranty as shown below:
Parts will be replaced within the time period noted and buyer will be invoiced at the given percentage rate of the price in effect at the time of shipment.

Months from Date of Shipment to Original Buyer	0-18	19-31	32-45	45-60
Percentage Rate of Warranty	0%*	25%	50%	75%

* Refer to Item 5

3. If within this period Chicago receives from the Original Buyer written notice of any alleged defect in any such apparatus and if the apparatus is found not to be in conformity with this warranty (the Buyer having provided Chicago a reasonable opportunity to perform any appropriate tests required thereon) Chicago will, at its option and expense, either repair the same or supply replacement equipment.
4. Chicago, under either option, shall have the right to require the Original Buyer to deliver the apparatus to a designated service center; the Original buyer shall pay all charges of inbound and outbound transportation. Chicago shall pay only the direct and actual cost of apparatus, repair or replacement as provided in item 3.
5. Labor charges for in-warranty repairs performed by Chicago or its designated service center shall be assumed by Chicago if the repair is completed within 18 months from the date of shipment to Original Buyer.
6. After repair, pumps are warranted for the residual period on the initial warranty.
7. The Submersible Pump and Motor have a double seal with a moisture detection system. The warranty shall cover the cost of replacement of the outer seal only. IF THE MOISTURE DETECTION SYSTEM IS NOT CONNECTED, THE WARRANTY IS VOID! The submersible Motor has motor winding thermostats. The Thermostats must be connected per local, state and/or National Electric Code. IF THE MOTOR WINDING THERMOSTATS ARE NOT CONNECTED, THE WARRANTY IS VOID!
8. Pumps destined for long-term storage shall be stored in accordance with the appropriate Service Bulletins. Any damage to the pumps due to improper storage conditions shall void this warranty.
9. Any claim by Buyer with reference to the equipment sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Chicago in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach. Unless agreed to the contrary by Chicago in writing, any work done, material furnished, repairs or designs made by others, shall void the warranty.

Chicago Pump shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the equipment, or from any other cause relating thereto, and Chicago Pump liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of equipment or any part thereof, not complying with this order, or, at Chicago Pump's election, to the repayment of, or crediting Buyer with an amount equal to the purchase price of such equipment, whether such claims are for breach or warranty or negligence.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS.

CHICAGO PUMP

City of Fayetteville
Bid 15-25, Lift Station Pumps & Motors
Technical Specifications: Lift Station Pumps & Motors

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. _____), bidder shall write a "check mark" or write "yes" indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "NO" or leaving the item blank and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL -

- 1.1 This specification concerns the replacement of two (2) dry-pit submersible solids handling pumps and motors. It also includes the supplying of all connections, fittings, alignment, etc. necessary for the proper attachment to the existing Fairbanks elbow and system.
- 1.2 Unit(s) bid shall be for replacement at the Airport North Lift Station (LS#16) and shall be delivered to the Noland WWTP, 1400 N Fox Hunter Rd, Fayetteville, AR 72701. *Modifications may be required*
- 1.3 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.4 All specifications written are to minimums unless otherwise noted.
- 1.5 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Applicable taxes will apply upon invoicing but will not be considered for bid evaluation.
- 1.6 Physical and electrical installation of the pump and all ancillary appurtenances shall be the responsibility of the City of Fayetteville. This bid does not include any installation services and is for parts and equipment only.

2. MANUFACTURER/MODEL -

- 2.1 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 2.2 Unit(s) bid price shall be valid for the most current model year being sold.

3. TECHNICAL SPECIFICATIONS -

3.1 LINE ITEM #1 - Two (2) Lift Station Pumps and Motors

- a. Yes Chicago type 2235 model CP4103 (CLC dry-pit submersible pump and motor) or approved equal

- b. Yes Unit type: Close coupled pump/motor, dry-pit submersible motor
- c. Yes Cooling: Closed loop cooling (CLC)
- d. Yes Frame Type: 250 CLC
- e. Yes Cap/Cable: MODU-CAB modular cap and cable system
- f. Yes Delivered operating voltage: 460V, 3 phase
- g. Yes Class H Insulation Rating
- h. Yes Permanently lubricated bearings
- i. Yes 60Hz Frequency
- j. Yes Hydraulic operating point: 900 gpm at 65' TDH
- k. Yes 1750 RPM rotation speed
- l. Yes 25HP rated power
- m. Yes 30 feet minimum length of supplied electrical cords
- n. Yes Impeller type: Close-grained cast iron, ASTM A48, Class 30, Diameter – 9.8125 inches
- o. Yes Discharge port diameter – 4"

4. WARRANTY –

4.1 Warranty shall include the following at minimum. Bidder shall serve as the warranty administrator.

- a. Yes All equipment bid shall be warranted for a period of five (5) years from the date of acceptance by the City or the manufacturer's standard warranty, whichever is **greater**.
- b. Yes Warranty shall include all parts, labor, and transportation to and from the location of the warranty administrator.

5. STANDARDS –

5.1 Each unit shall meet or exceed the following applicable standards.

- a. Yes Environmental Protection Agency's Exhaust Emission Standards (EPA).
- b. Yes Occupational Safety and Health Administration Standards (OSHA).

6. DELIVERY/DOCUMENTATION -

6.1 Equipment supplied under this specification shall remain the property of the Bidder until delivery to and acceptance by the City of Fayetteville. Deliveries for the equipment will only be accepted during normal business hours between 7:30 AM and 4:00 PM, local time, Monday through Friday, Federal holidays excluded.

6.2 All units shall be delivered FOB to the Noland WWTP, located at 1400 N Fox Hunter Rd, Fayetteville, AR 72701.

6.3 Delivery shall include the following documents as a minimum:

- a. Yes Manufacturer's Certificate of Origin, if available
- b. Yes Dealer invoice
- c. Yes List of all filters used on this unit (OEM part #'s), if applicable.

6.4 Unit shall be fully assembled, serviced, and ready for operation as delivered.

6.5 Physical and electrical installation of the pump and all ancillary appurtenances shall be the responsibility of the City of Fayetteville.

6.6 All bids shall include the following submittal information:

- a. Yes A certification of the warranty and statement of extended warranty, if any
- b. Yes A detailed list of items to be supplied under the bid
- c. Yes A detailed set of installation instructions include a contact name and phone number for technical support during the installation
- d. Yes A suggested acceptance test plan
- e. Yes A factory certified performance curve for each pump
- f. Yes A statement attesting to the intent to supply startup assistance

7. MANUALS -

7.1 The successful bidder agrees to furnish the following list of manuals:

- a. Yes Operator's Manual: One (1) file copy PLUS one (1) copy for each unit purchased.
- b. Yes One (1) Maintenance Repair Manual (paper or electronic format)
- c. Yes One Parts (OEM) Manual: (paper or electronic format).

7.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville.

8. TRAINING:

8.1 Training described herein shall be arranged through Fleet Operations for both operators and mechanics by a qualified instructor at a location designated and provided by the City.

- a. Yes Operator Training (Required): Shall include proper operating techniques and daily maintenance including lubrication, inspection of fluid checks and adjustments. This training shall be designed to instruct qualified machinery operators.
- b. Yes Limited Maintenance Training (Required): Shall be designed to instruct qualified mechanics in techniques and procedures that are new and unique to the new unit model supplied. Training shall consist of the following: basic servicing and lubrication procedures, diagnostics, disassembly, repair and assembly of components. Training shall consist of a classroom situation utilizing audiovisual aids where possible.

9. SUPPORT SERVICES –

9.1 Repair Parts Inventory – stock of standard repair parts for units bid must be available to the City within 24 hours of part(s) request. Parts inventory availability shall be considered in the purchasing decision.

9.2 Maintenance Service – Fully trained maintenance personnel shall be available for service within 24 hours of repair requests. This shall include warranty service. Availability of maintenance personnel shall be considered in the purchasing decision.

City of Fayetteville
Bid 15-23, Lift Station Pumps & Motors
Bid Form

Name of Bidder: Evans Enterprises, Inc. - Pump Works Division

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 90 calendar days from receipt of purchase order.

F.O.B. Noland Wastewater Treatment Plant (WWTP), 1400 N Fox Hunter Rd, Fayetteville, AR 72701

Item #	DESCRIPTION	Estimated Quantity		PRICE PER UNIT		TOTAL
1	Lift Station Pump & Motor	2	x	\$21,005. ⁰⁰	=	\$42,010. ⁰⁰

*MANUFACTURER Chicago/Grundfos MODEL CP4103

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

BID FORM CONTINUES ON NEXT PAGE

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

✓ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

*NAME OF FIRM: Evans Enterprises, Inc.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Evans Enterprises, Inc.

*BUSINESS ADDRESS: 2001 N. 13th

*CITY: Rogers *STATE: AR *ZIP: 72756

*PHONE: 479-636-0721 FAX: 479-636-8198

*E-MAIL: dkstroq@goevans.com

*BY: (PRINTED NAME) David Stewart

*AUTHORIZED SIGNATURE: David Stewart

*TITLE: Plant Manager

*DUNS NUMBER: 08-720-7517

CAGE NUMBER: _____

Resale Tax

Federal Tax Id.

*TAX ID NUMBER: 010360-65-001

73-0928881

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 15-25, Lift Station Pumps & Motors
General Terms and Conditions

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

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. **Bids shall be enclosed in sealed envelopes or packages** addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. **The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

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

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

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The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

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

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications**

or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. **OTHER GENERAL CONDITIONS:**

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax is not to be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information

to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. **ATTACHMENTS TO BID DOCUMENTS:** N/A



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

INVITATION TO BID

INVITATION TO BID: Bid 15-25, Lift Station Pumps & Motors

DEADLINE: Tuesday, March 17, 2015 before 2:00 PM, Local Time

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

PURCHASING AGENT: Andrea Foren Rennie, CPPO, CPPB, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Thursday, February 26, 2015

INVITATION TO BID

Bid 15-25, Lift Station Pumps & Motors

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

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

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

Name of Firm: Alliance Pump & Mechanical Svcs Inc.

Contact Person: Heidi Lee Title: Project Manager

E-Mail: hydro.the.pump.girl@gmail.com Phone: (816) 810-7190

Business Address: 627 S. Cottage Ave

City: Independence State: MO Zip: 64050

Signature: [Signature] Date: 3/10/15

City of Fayetteville
Bid 15-23, Lift Station Pumps & Motors
Bid Form

Name of Bidder: Alliance Pump & Mechanical Svcs, Inc.

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 90 calendar days from receipt of purchase order.

F.O.B. Noland Wastewater Treatment Plant (WWTP), 1400 N Fox Hunter Rd, Fayetteville, AR 72701

Item #	DESCRIPTION	Estimated Quantity		PRICE PER UNIT		TOTAL
1	Lift Station Pump & Motor	2	x	\$ 24,490.00	=	\$ 48,980.00

*MANUFACTURER Veomans-Chicago 2235 MODEL CP4103

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

BID FORM CONTINUES ON NEXT PAGE

Heidi Gilbert

Municipal Business Development / Project Manager

627 South Cottage

Independence, MO 64050

Office: 816-833-8109

Fax: 816-833-8035

Cell: 816-810-7190

E-mail: hydro.thepumpgirl@gmail.com

www.alliancepump.com

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

X 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

*NAME OF FIRM: Alliance Pump & Mechanical

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: 627 S. Cottage Ave

*CITY: Independence *STATE: MO *ZIP: 64050

*PHONE: 816-833-8109 FAX: 816-833-8035

*E-MAIL: hydro.thepumpgirl@gmail.com (Heidi Lee)

*BY: (PRINTED NAME) Mark B. Peden

*AUTHORIZED SIGNATURE: _____

*TITLE: President

*DUNS NUMBER: 137834508 CAGE NUMBER: _____

*TAX ID NUMBER: 43-1898357

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 15-25, Lift Station Pumps & Motors
General Terms and Conditions

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

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. **Bids shall be enclosed in sealed envelopes or packages** addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. **The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

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

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

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

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Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

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- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

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Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

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- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

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The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

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Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

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18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications**

or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax is not to be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information

to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. **ATTACHMENTS TO BID DOCUMENTS:** N/A

City of Fayetteville
Bid 15-25, Lift Station Pumps & Motors
Technical Specifications: Lift Station Pumps & Motors

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. _____), bidder shall write a “check mark” or write “yes” indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in “NO” or leaving the item blank and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL -

- 1.1** This specification concerns the replacement of two (2) dry-pit submersible solids handling pumps and motors. It also includes the supplying of all connections, fittings, alignment, etc. necessary for the proper attachment to the existing Fairbanks elbow and system
- 1.2** Unit(s) bid shall be for replacement at the Airport North Lift Station (LS#16) and shall be delivered to the Noland WWTP, 1400 N Fox Hunter Rd, Fayetteville, AR 72701.
- 1.3** All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.4** All specifications written are to minimums unless otherwise noted.
- 1.5** Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall **NOT** include sales tax. Applicable taxes will apply upon invoicing but will not be considered for bid evaluation.
- 1.6** Physical and electrical installation of the pump and all ancillary appurtenances shall be the responsibility of the City of Fayetteville. This bid does not include any installation services and is for parts and equipment only.

2. MANUFACTURER/MODEL -

- 2.1** Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 2.2** Unit(s) bid price shall be valid for the most current model year being sold.

3. TECHNICAL SPECIFICATIONS –

3.1 LINE ITEM #1 – Two (2) Lift Station Pumps and Motors

- a. ☒ Chicago type 2235 model CP4103 (CLC dry-pit submersible pump and motor) or approved equal

- b. ☒ Unit type: Close coupled pump/motor, dry-pit submersible motor
- c. ☒ Cooling: Closed loop cooling (CLC)
- d. ☒ Frame Type: 250 CLC
- e. ☒ Cap/Cable: MODU-CAB modular cap and cable system
- f. ☒ Delivered operating voltage: 460V, 3 phase
- g. ☒ Class H Insulation Rating
- h. ☒ Permanently lubricated bearings
- i. ☒ 60Hz Frequency
- j. ☒ Hydraulic operating point: 900 gpm at 65' TDH
- k. ☒ 1750 RPM rotation speed
- l. ☒ 25HP rated power
- m. ☒ 30 feet minimum length of supplied electrical cords
- n. ☒ Impeller type: Close-grained cast iron, ASTM A48, Class 30, Diameter – 9.8125 inches
- o. ☒ Discharge port diameter – 4"

4. WARRANTY –

4.1 Warranty shall include the following at minimum. Bidder shall serve as the warranty administrator.

- a. ☒ All equipment bid shall be warranted for a period of five (5) years from the date of acceptance by the City or the manufacturer's standard warranty, whichever is greater.
- b. ☒ Warranty shall include all parts, labor, and transportation to and from the location of the warranty administrator.

5. STANDARDS –

5.1 Each unit shall meet or exceed the following applicable standards.

- a. ☒ Environmental Protection Agency's Exhaust Emission Standards (EPA).
- b. ☒ Occupational Safety and Health Administration Standards (OSHA).

6. DELIVERY/DOCUMENTATION -

6.1 Equipment supplied under this specification shall remain the property of the Bidder until delivery to and acceptance by the City of Fayetteville. Deliveries for the equipment will only be accepted during normal business hours between 7:30 AM and 4:00 PM, local time, Monday through Friday, Federal holidays excluded.

6.2 All units shall be delivered FOB to the Noland WWTP, located at 1400 N Fox Hunter Rd, Fayetteville, AR 72701.

6.3 Delivery shall include the following documents as a minimum:

- a. ☒ Manufacturer's Certificate of Origin, if available
- b. ☒ Dealer invoice
- c. ☒ List of all filters used on this unit (OEM part #'s), if applicable.

6.4 Unit shall be fully assembled, serviced, and ready for operation as delivered.

6.5 Physical and electrical installation of the pump and all ancillary appurtenances shall be the responsibility of the City of Fayetteville.

6.6 All bids shall include the following submittal information:

- a. ☒ A certification of the warranty and statement of extended warranty, if any
- b. ☒ A detailed list of items to be supplied under the bid
- c. ☒ A detailed set of installation instructions include a contact name and phone number for technical support during the installation
- d. ☒ A suggested acceptance test plan
- e. ☒ A factory certified performance curve for each pump
- f. ☒ A statement attesting to the intent to supply startup assistance

7. MANUALS -

7.1 The successful bidder agrees to furnish the following list of manuals:

- a. ☒ Operator's Manual: One (1) file copy **PLUS** one (1) copy for each unit purchased.
- b. ☒ One (1) Maintenance Repair Manual (paper or electronic format)
- c. ☒ One Parts (OEM) Manual: (paper or electronic format).

7.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville.

8. TRAINING:

8.1 Training described herein shall be arranged through Fleet Operations for both operators and mechanics by a qualified instructor at a location designated and provided by the City.

- a. ☒ Operator Training (Required): Shall include proper operating techniques and daily maintenance including lubrication, inspection of fluid checks and adjustments. This training shall be designed to instruct qualified machinery operators.
- b. ☒ Limited Maintenance Training (Required): Shall be designed to instruct qualified mechanics in techniques and procedures that are new and unique to the new unit model supplied. Training shall consist of the following: basic servicing and lubrication procedures, diagnostics, disassembly, repair and assembly of components. Training shall consist of a classroom situation utilizing audiovisual aids where possible.

9. SUPPORT SERVICES –

9.1 Repair Parts Inventory – stock of standard repair parts for units bid must be available to the City within 24 hours of part(s) request. Parts inventory availability shall be considered in the purchasing decision.

9.2 Maintenance Service – Fully trained maintenance personnel shall be available for service within 24 hours of repair requests. This shall include warranty service. Availability of maintenance personnel shall be considered in the purchasing decision.



627 South Cottage
Independence, MO 64050
(816) 833-8109
(816) 833-8035 fax
www.alliancepump.com

March 10, 2015

Bid 15-25
City of Fayetteville, AR

Items Supplied Under Bid

(2) Close-Coupled Yeomans-Chicago 2235 Model CP4103 Pumps w/closed loop cooling

Includes:

- Pumps Rated 900GPM @ 65'TDH
- 25HP, 1750RPM, 3Ø 460V Motors w/250 frame
- 4" or 6" Suction, 4" Discharge
- Class H Insulation
- MODU-CAB Cap & Cable
- Permanently lubricated bearings
- 30' Power Cord
- 9.8125" diameter Cast Iron Impeller

- Connections for attaching to existing elbow

Pumps come with 5 Year Warranty

- Startup Assistance
- Operator Training
- Limited Maintenance Training

Following the installation of the pumps, an Alliance Pump & Mechanical Certified Technician will be on hand for 1 to 1.5 days to assist with startup and training.

- Parts & Maintenance Service will be available within 24 hours of requests

- Shipping & Handling

Bid DOES NOT include any installation services.



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www.alliancepump.com

March 10, 2015

Bid 15-25
City of Fayetteville, AR

Suggested Acceptance Test Plan

Includes:

- ✓ Startup & Run for 30 Minutes
- ✓ Shut Down
- ✓ Address Issues
- ✓ Startup & Run for 30 Minutes
- ✓ Shut Down
- ✓ Address Issues
- ✓ Startup & Test Flow (against flow requirements)
- ✓ Shut Down
- ✓ Startup & Conduct 2nd Flow test
- ✓ Shut Down
- ✓ Final Startup
- ✓ Operator Training
- ✓ Limited Maintenance Training
- ✓ 1 week Evaluation Period



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March 10, 2015

Bid 15-25
City of Fayetteville, AR

Startup Assistance

Alliance Pump & Mechanical intends to supply The City of Fayetteville, AR with Startup Assistance for (2) Lift Station Pumps and Motors. The Startup is anticipated to take 1-2 days and will include basic Operator Training and Maintenance Training.



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March 10, 2015

Bid 15-25
City of Fayetteville, AR

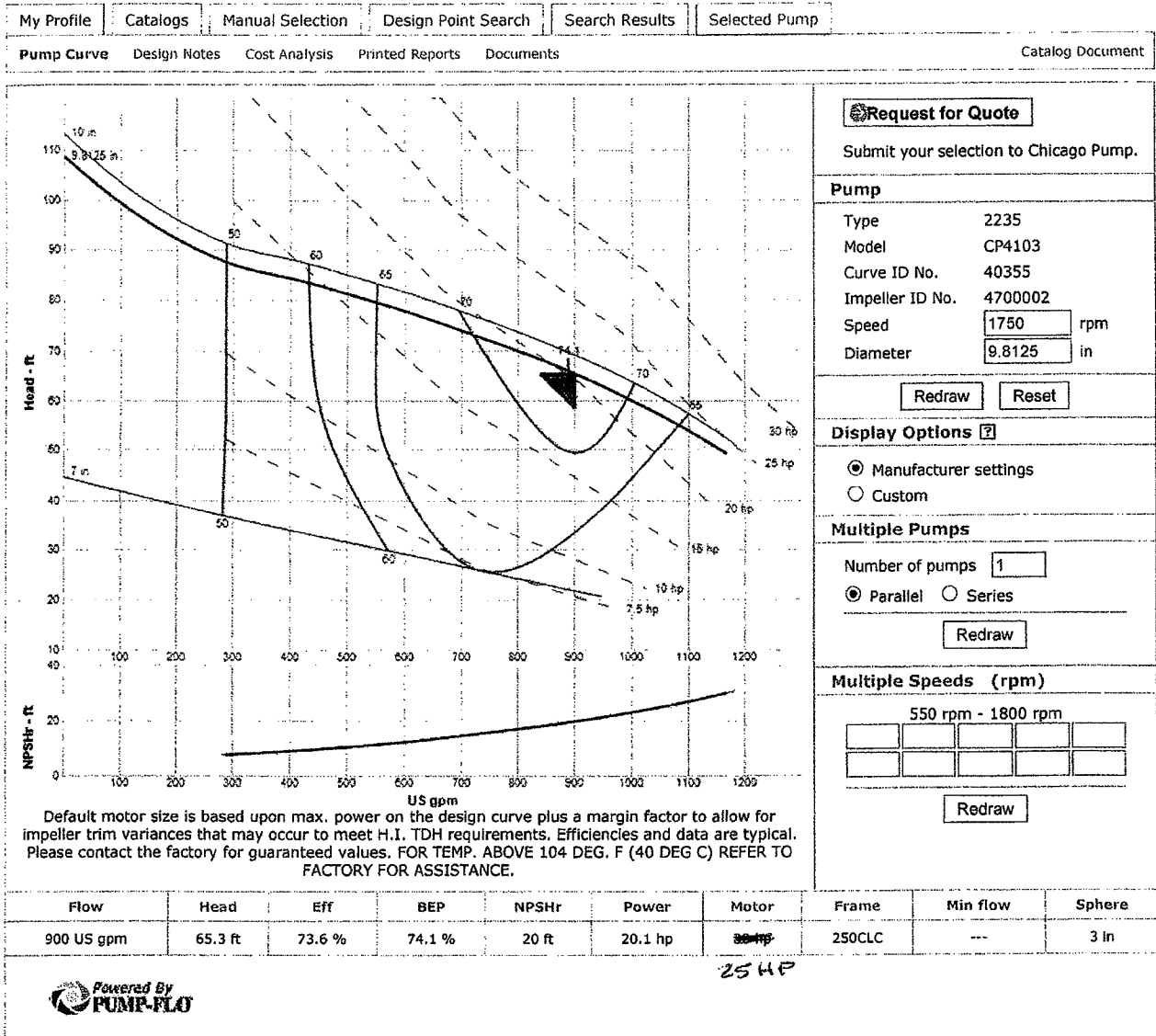
Technical Support & Manuals

Technical Support: Grundfos Corp (Parent Company of Yeomans-Chicago)

(800)921-7867

- **Installation Manuals** can be supplied upon order

At shipment (or prior to), any and all **Operator's Manuals, Maintenance Repair Manuals and OEM Manuals**. In some cases, these manuals are combined or are not offered separately. Alliance Pump & Mechanical agrees to supply (3) copies of each.



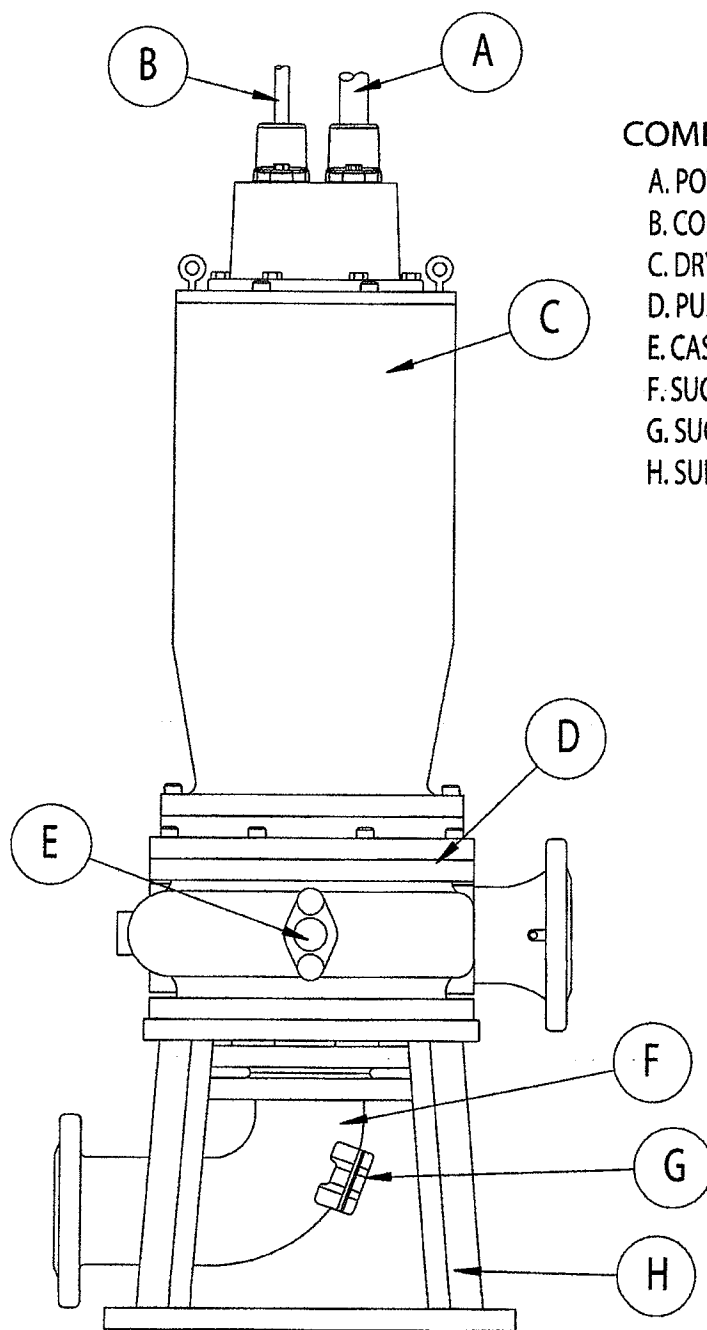


SECTION 2235.6

DRY-PIT SUBMERSIBLE SOLIDS-HANDLING WASTEWATER PUMPS

PRODUCT INFORMATION

MODELS CP4083 THRU CP8175 PEDESTAL MOUNTED



COMPLETE PUMP INCLUDES:

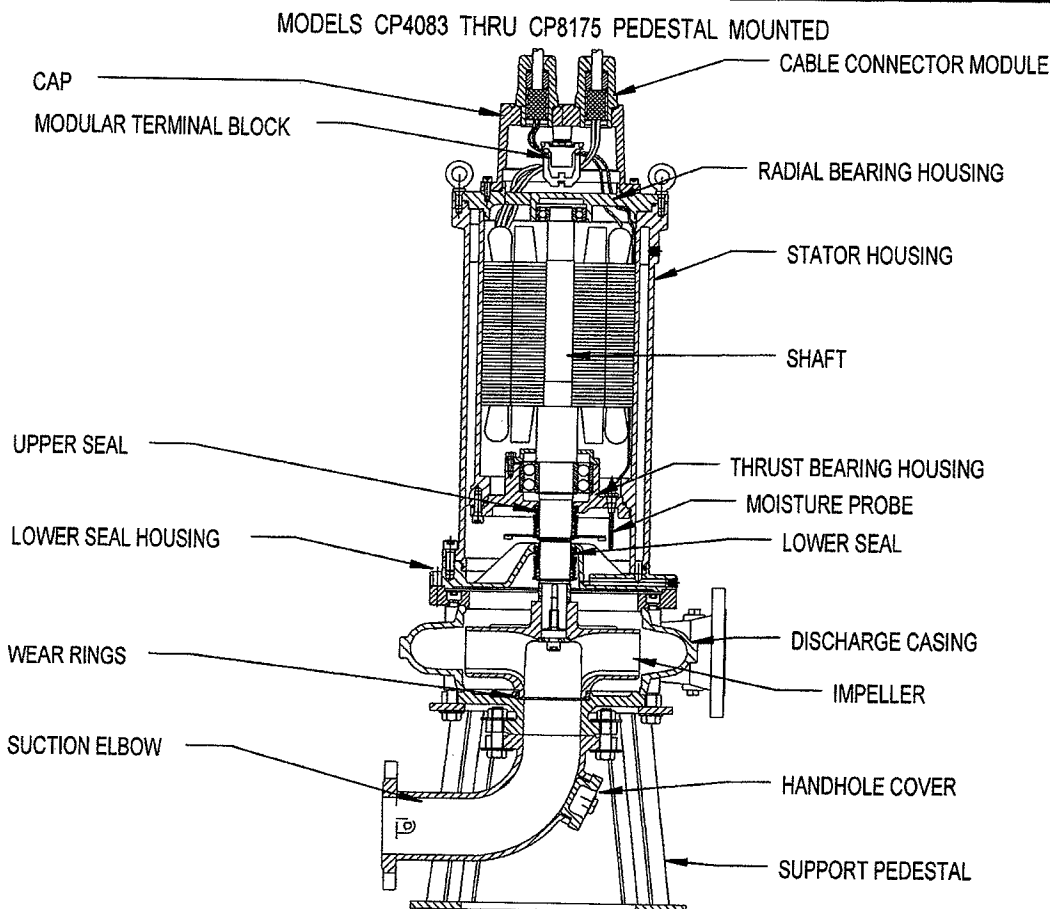
- A. POWER CABLE
- B. CONTROL CABLE
- C. DRY PIT SUBMERSIBLE MOTOR
- D. PUMP ASSEMBLY
- E. CASING HANDHOLE
- F. SUCTION ELBOW
- G. SUCTION HANDHOLE
- H. SUPPORT PEDESTAL



SECTION 2235.6

DRY-PIT SUBMERSIBLE SOLIDS-HANDLING WASTEWATER PUMPS

PRODUCT INFORMATION



TYPICAL CONSTRUCTION

ITEM	STANDARD CONSTRUCTION	OPTIONAL
CAP	CAST IRON	
CABLE CONNECTOR MODULE	CAST IRON w/ NEOPRENE GROMMET & EPOXY SEAL	
RADIAL BEARING HOUSING	CAST IRON	
STATOR HOUSING	CAST IRON	
SHAFT	416 STAINLESS STEEL	
THRUST BEARING HOUSING	CAST IRON	
DISCHARGE CASING	CAST IRON	
IMPELLER	CAST IRON	BRONZE
SUCTION ELBOW	CAST IRON	
WEAR RING - SUCTION	NONE	STAINLESS STEEL
WEAR RING - IMPELLER	NONE	STAINLESS STEEL
UPPER SEAL	CARBON / SILICON CARBIDE	
LOWER SEAL	SILICON CARBIDE / SILICON CARBIDE	
LOWER SEAL HOUSING	CAST IRON	
HANDHOLE COVER	CAST IRON	
SUPPORT PEDESTAL	STEEL OR CAST IRON	

NOTE: The above cross sectional drawing is a representative illustration of the "CLC" Closed-Loop Cooled motor design. "CLC" motors are supplied for frames 210 ~ 360. Motor frames 140 and 180 are of the standard submersible design rated for non-submerged operation; closed-loop cooling is not applicable.



SECTION 2235.6

DRY-PIT SUBMERSIBLE SOLIDS-HANDLING WASTEWATER PUMPS

LIST OF EQUIPMENT FURNISHED:

Model _____ Pump
Rated for _____ GPM at _____ Ft.TDH.
_____ HP, _____ RPM, _____ Volts
Phase, _____ Hz _____ Motor Frame

Totally Enclosed Non-Ventilated w/Thermal Protection & Moisture Detection

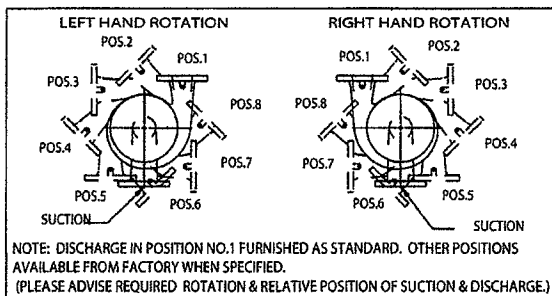


OUTLINE DWG # 5006097

S.O.

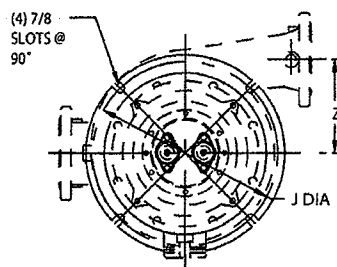
JOB:

ISSUE	REVISION	DATE



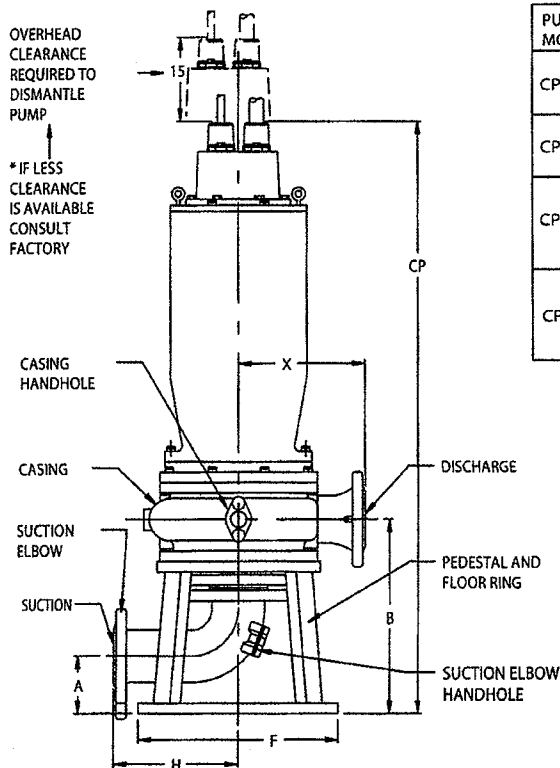
MOTOR FRAME CHART
THREE PHASE-60 HERTZ

MOTOR HP	OPERATING RPM					
	1750	1160	875			
1	140	180	REFER TO FACTORY			
1 1/2						
2						
3						
5	210	210				
7 1/2						
10						
15						
20	250	250				
25						
30						
40		320				
50	320					
60						
75						
100	360	360				
125						
150						



DIMENSION CHART

PUMP MODEL	✓	SUCT.	DISC.	A	B	H	F	J	X	Z	✓	MOTOR FRAME	CP	APPROX. WEIGHT
CP4083		4	4	6 5/8	16 5/8	8 1/2	17	15 1/2	8	6 1/2		180	44	539
		6										210	52	684
CP4103		4	4	6 5/8	16 5/8	8 1/2	17	15 1/2	10	8		210	52	692
		6										250	56	1074
CP4123		4	4	8 5/8	19 3/8	8 1/2	21	19	12	9		210	56	800
		6										250	60	1150
CP4133		4	4	8 3/4	20 1/4	9	21	19	9	7		320	71	1650
		6										210	58	900
		6										250	62	1250
		6										320	73	1750

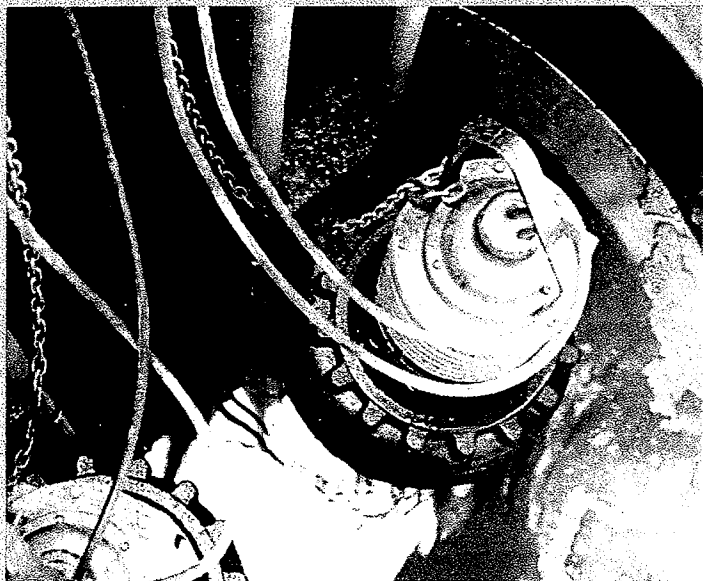


- NOTE: 1. ALL DIMENSIONS ARE IN INCHES
2. SUCT. AND DISCH. 125 LB. ASA FLANGES.
3. 1/4 PIPE TAPS FOR GAUGE CONNECTIONS FURNISHED ON THE SUCTION FLANGE AND ON THE DISCHARGE CASING.
4. 1/4 PIPE TAP FOR VENT CONNECTIONS.
5. WEIGHT IS IN POUNDS.

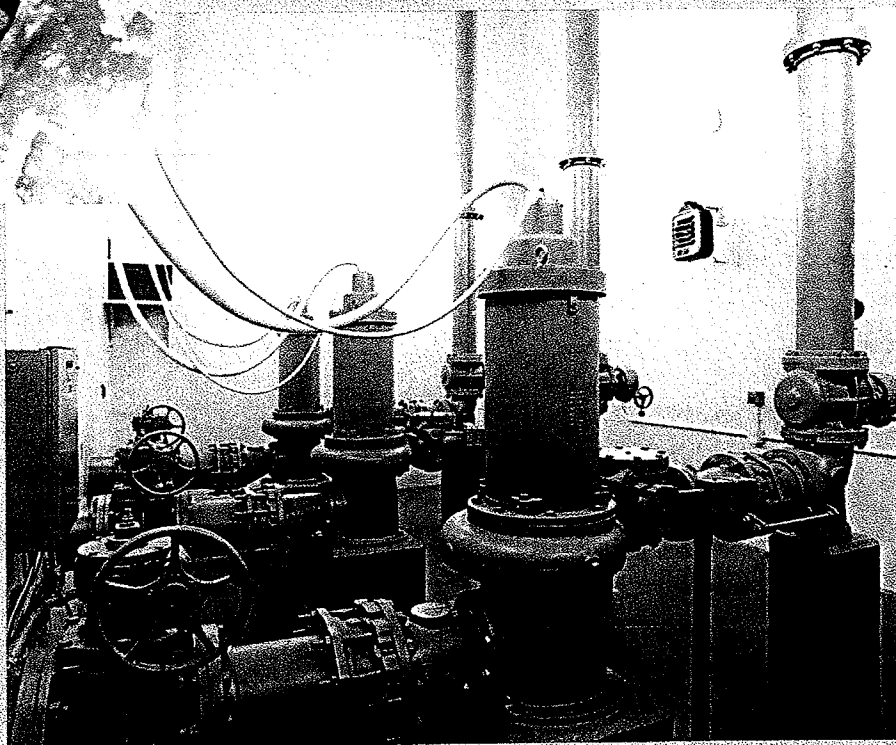
NOT CERTIFIED FOR CONSTRUCTION PURPOSES. REFER TO FACTORY FOR CERTIFIED INSTALLATION DRAWINGS

Date 8/1/07

Submersible Wastewater Pumps



*First in Quality, Reliability
and Innovation*



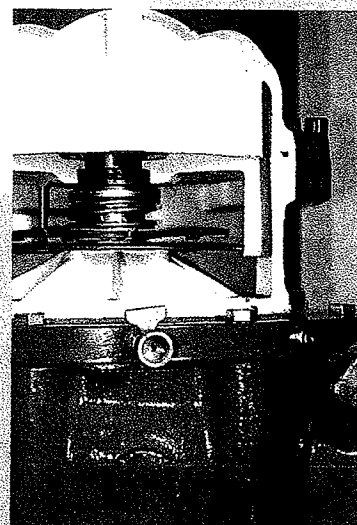
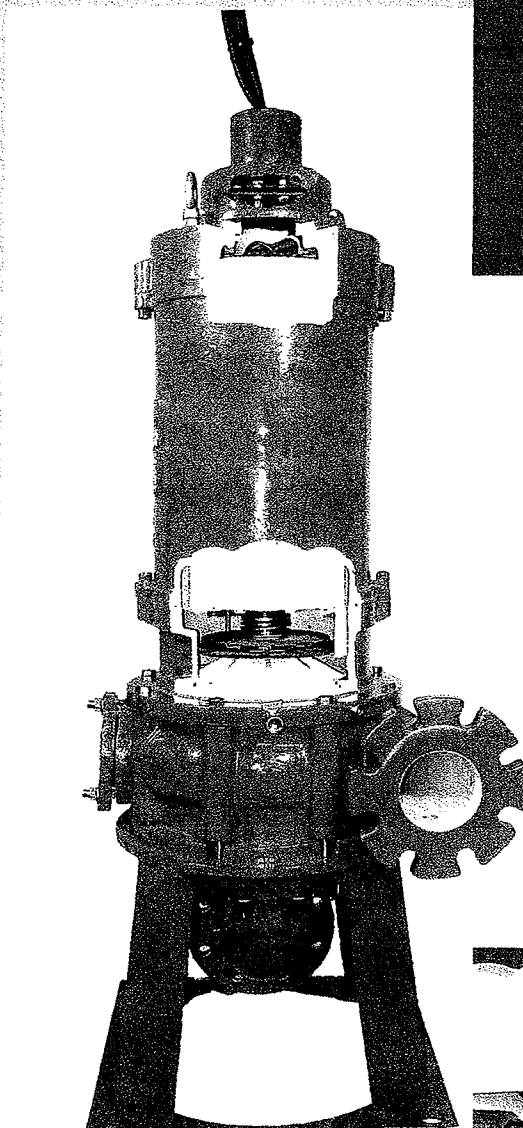
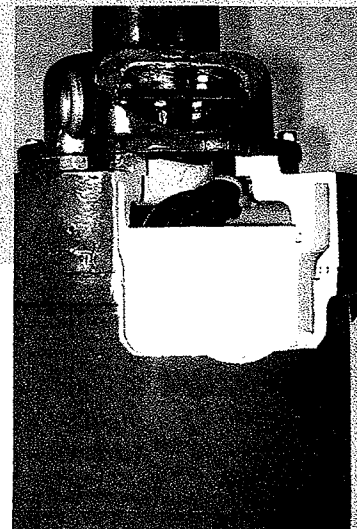
Chicago

PUMP®

SERIES 2235 DRY-PIT SUBMERSIBLE NON-CLOG PUMPS

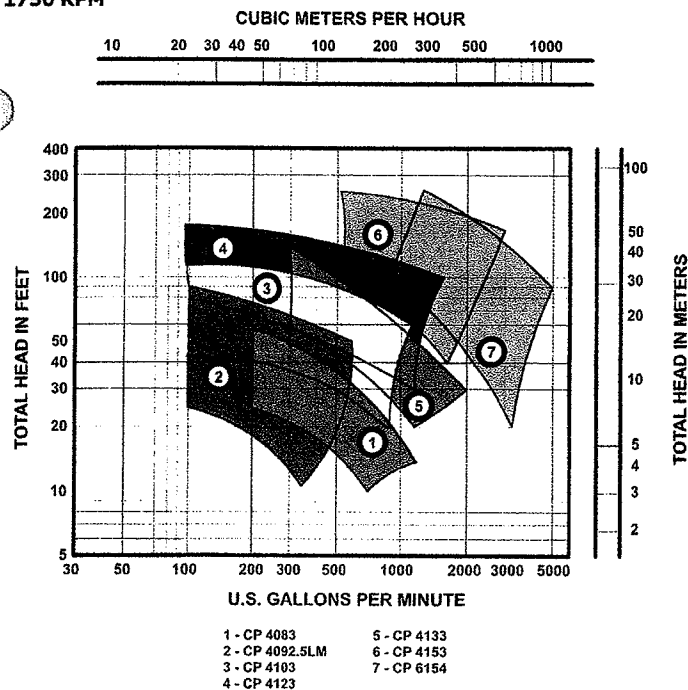
The original patented "CLC" closed-loop cooled dry-pit submersible motor...

- * Eliminates the need for external connection of cooling water or other fluids**
- * Does not utilize by-pass circulation of sewage water for cooling, unlike "sewage cooled" designs**
- * Eliminates the need for periodic flushing and steam-cleaning commonly associated with "sewage cooled" designs**
- * Eliminates motor overheating and premature insulation failure due to clogging and grease build-up in the cooling passages**
- * Motor stator housing is one integral casting, There are no bolted-on jackets or external seals to corrode, wear or leak. Casting is of heavy cast iron throughout**
- * Incorporates the same "construction features" as the Series 2152 for bearing design, shaft strength, mechanical seal system and cap/cable system**

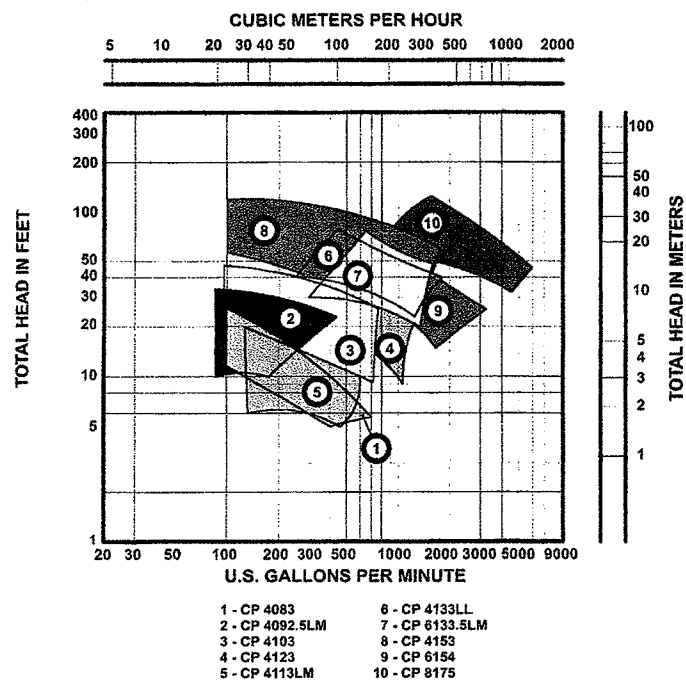


SERIES 2235 DRY-PIT SUBMERSIBLE NON-CLOG PUMPS

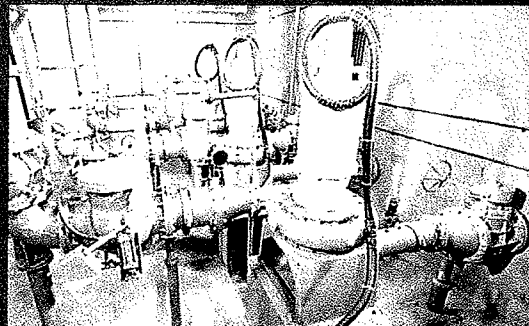
1750 RPM



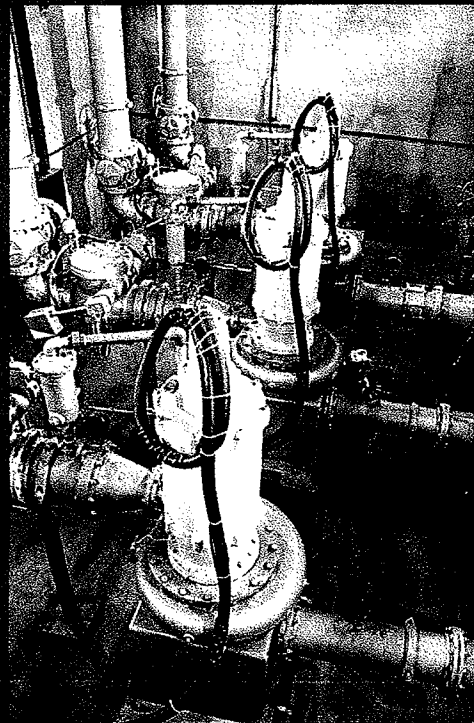
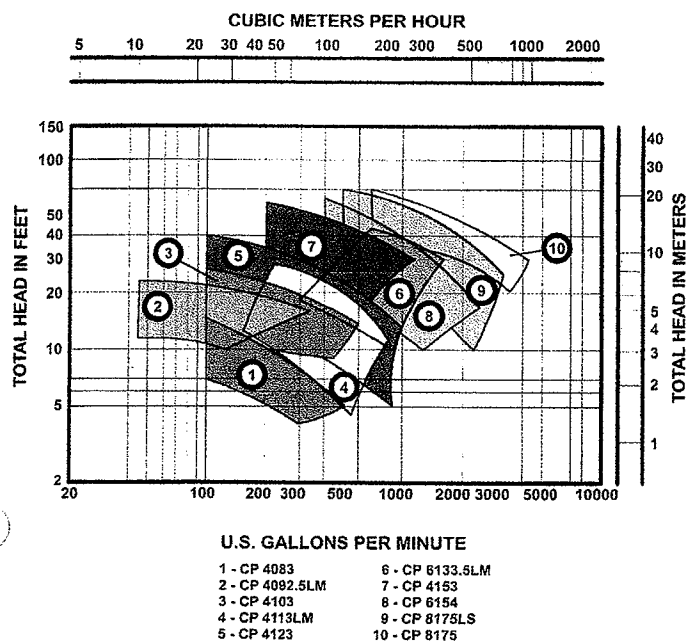
1160 RPM



RANGE CHARTS



875 RPM





SERIES 2152 & 2235 SOLIDS-HANDLING SUBMERSIBLE WASTEWATER PUMPS

STANDARD WARRANTY

1. For a period of fifteen (15) months from the date of shipment or twelve (12) months from start-up whichever occurs first, Chicago Pump gives a limited warranty that its Submersible Pumps shall be free from defects in material and workmanship under normal use and service, and when properly installed.
2. If within this period Chicago Pump receives from the Original Buyer written notice of any alleged defect in any such apparatus and if the apparatus is found not to be in conformity with this warranty (the Buyer having provided Chicago Pump a reasonable opportunity to perform any appropriate tests required thereon) Chicago Pump will, at its option and expense, either repair the same or supply replacement equipment provided that:
 - (a) Personnel authorized by Chicago Pump performed start up of said equipment. Start up of equipment by any unauthorized personnel shall nullify the warranty.
 - (b) All applicable start-up reports and/or warranty registration documents have been submitted to the company.
 - (c) Said equipment has been properly installed, operated, and maintained by Buyer in accordance with Chicago Pump recommendations and specifications.
 - (d) Buyer notifies Chicago Pump in writing as soon as any such defect becomes apparent.
3. Chicago Pump, under either option, shall have the right to require the Original Buyer to deliver the apparatus to a designated service center; the Original buyer shall pay all charges of inbound and outbound transportation. Chicago Pump shall pay only the direct and actual cost of apparatus, repair or replacement as provided in item 2.
4. Labor charges for in-warranty repairs performed by Chicago Pump or its designated service center shall be assumed by Chicago Pump if the repair is completed within 18 months from the date of shipment to Original Buyer.
5. After repair, pumps are warranted for the residual period on the initial warranty.
6. The Submersible Pump and Motor have a double seal with a moisture detection system. The warranty shall cover the cost of replacement of the outer seal only. **IF THE MOISTURE DETECTION SYSTEM IS NOT CONNECTED, THE WARRANTY IS VOID!** The submersible Motor has motor winding thermostats. The Thermostats must be connected per local, state and/or National Electric Code. **IF THE MOTOR WINDING THERMOSTATS ARE NOT CONNECTED THE WARRANTY IS VOID!**
7. Pumps destined for long-term storage shall be stored in accordance with the appropriate Service Bulletins. Any damage to the pumps due to improper storage conditions shall void this warranty.
8. Chicago Pump does not warrant accessories or components not manufactured by Chicago Pump. However, to the extent possible, Chicago Pump agrees to assign to Buyer its rights under the original manufacturers warranty, without recourse to Chicago Pump.
9. Chicago Pump makes no representation or inference within this warranty that it has reviewed the buyer's and/or end user's system design to which the equipment supplied by Chicago Pump will become a component of such a system. Overall system compatibility of all components within such a system shall be the responsibility of others. Chicago Pump shall not be liable for any damage caused by abrasive materials, chemicals, scale deposits, corrosion, lightning, improper electrical supply, mishandling, or other similar conditions.
10. Any claim by Buyer with reference to the equipment sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Chicago Pump in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach. Unless agreed to the contrary by Chicago Pump in writing, any work done, material furnished, repairs or designs made by others, shall void the warranty.

Chicago Pump shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the equipment, or from any other cause relating thereto, and Chicago Pump's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of equipment or any part thereof, not complying with this order, or, at Chicago Pump's election, to the repayment of, or crediting buyer with an amount equal to the purchase price of such equipment, whether such claims are for breach or warranty or negligence.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS.



**FIVE-YEAR WARRANTY
Municipal: Permanent Installations**

1. Chicago Pump Submersible Pumps are warranted, for a period of five (5) years from date of shipment to the Original Buyer, to be free from defects in material and/or workmanship and to conform to any applicable drawings and specifications approved by Chicago Pump Pump.
2. The five-year warranty is a prorated warranty as shown below:
Parts will be replaced within the time period noted and buyer will be invoiced at the given percentage rate of the price in effect at the time of shipment.

Months from Date of Shipment To Original Buyer	0~18	19~31	32~45	46~60
Percentage Rate of Warranty	0%*	25%	50%	75%

* Refer to Item 5.

3. If within this period Chicago Pump receives from the Original Buyer written notice of any alleged defect in any such apparatus and if the apparatus is found not to be in conformity with this warranty (the Buyer having provided Chicago Pump a reasonable opportunity to perform any appropriate tests required thereon) Chicago Pump will, at its option and expense, either repair the same or supply replacement equipment provided that:
 - (a) Personnel authorized by Chicago Pump performed start up of said equipment. Start up of equipment by any unauthorized personnel shall nullify the warranty.
 - (b) All applicable start-up reports and/or warranty registration documents have been submitted to the company.
 - (c) Said equipment has been properly installed, operated, and maintained by Buyer in accordance with Chicago Pump recommendations and specifications.
 - (d) Buyer notifies Chicago Pump in writing as soon as any such defect becomes apparent.
4. Chicago Pump, under either option, shall have the right to require the Original Buyer to deliver the apparatus to a designated service center; the Original buyer shall pay all charges of inbound and outbound transportation. Chicago Pump shall pay only the direct and actual cost of apparatus, repair or replacement as provided in item 3.
5. Labor charges for in-warranty repairs performed by Chicago Pump or its designated service center shall be assumed by Chicago Pump if the repair is completed within 18 months from the date of shipment to Original Buyer.
6. After repair, pumps are warranted for the residual period on the initial warranty.
7. The Submersible Pump and Motor have a double seal with a moisture detection system. The warranty shall cover the cost of replacement of the outer seal only. *IF THE MOISTURE DETECTION SYSTEM IS NOT CONNECTED, THE WARRANTY IS VOID!* The submersible Motor has motor winding thermostats. The Thermostats must be connected per local, state and/or National Electric Code. *IF THE MOTOR WINDING THERMOSTATS ARE NOT CONNECTED THE WARRANTY IS VOID!*
8. Pumps destined for long-term storage shall be stored in accordance with the appropriate Service Bulletins. Any damage to the pumps due to improper storage conditions shall void this warranty.
9. Chicago Pump does not warrant accessories or components not manufactured by Chicago Pump. However, to the extent possible, Chicago Pump agrees to assign to Buyer its rights under the original manufacturer's warranty, without recourse to Chicago Pump.
10. Chicago Pump makes no representation or inference within this warranty that it has reviewed the buyer's and/or end user's system design to which the equipment supplied by Chicago Pump will become a component of such a system. Overall system compatibility of all components within such a system shall be the responsibility of others. Chicago Pump shall not be liable for any damage caused by abrasive materials, chemicals, scale deposits, corrosion, lightning, improper electrical supply, mishandling, or other similar conditions.
11. Any claim by Buyer with reference to the equipment sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Chicago Pump in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach. Unless agreed to the contrary by Chicago Pump in writing, any work done, material furnished, repairs or designs made by others, shall void the warranty.

Chicago Pump shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the equipment, or from any other cause relating thereto, and Chicago Pump's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of equipment or any part thereof, not complying with this order, or, at Chicago Pump's election, to the repayment of, or crediting buyer with an amount equal to the purchase price of such equipment, whether such claims are for breach or warranty or negligence.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS.



City of Fayetteville, Arkansas

Tentative Agenda
June 2, 2015
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 57 of 359

Text File

File Number: 2015-0246

Agenda Date: 6/2/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

2015 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM MATCHING GRANT

A RESOLUTION TO APPROVE A MULTI-JURISDICTIONAL APPLICATION BY THE CITY OF FAYETTEVILLE, THE CITY OF SPRINGDALE AND WASHINGTON COUNTY FOR A 2015 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM MATCHING GRANT IN THE AMOUNT OF \$133,000.00, WITH THE MATCHING PORTION PAID BY THE CITY OF FAYETTEVILLE IN THE AMOUNT OF \$51,000.00, THE CITY OF SPRINGDALE IN THE AMOUNT OF \$51,000.00 AND WASHINGTON COUNTY IN THE AMOUNT OF \$31,000.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes a multi-jurisdictional application by the City of Fayetteville, the City of Springdale, and Washington County for a 2015 Body-Worn Camera Pilot Implementation Program matching grant in the amount of \$133,000.00, with the matching portion paid by the City of Fayetteville in the amount of \$51,000.00, the City of Springdale in the amount of \$51,000.00 and Washington County in the amount of \$31,000.00.

City of Fayetteville Staff Review Form

2015-0246

Legistar File ID

6/2/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Greg Tabor

5/13/2015

Police /
Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a multi-jurisdictional grant application to the 2015 Body-Worn Camera Pilot Implementation Program with grant funding request in the amount of \$133,000 and required matching funds in the amount of \$133,000 for a total project amount of \$266,000 along with the attached assurances, disclosure of lobbying, and memorandum of understanding. This grant requires 50% in-kind and/or cash matching funds. Fayetteville is applying for \$51,000, Springdale is applying for \$51,000, and Washington County is applying for \$31,000 in grant funds for total grant funding of \$133,000. Fayetteville will be the fiduciary for this grant.

Budget Impact:

		General	
Account Number		Fund	
Grant Application		Police - Body Worn Cameras	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 2, 2015

TO: Mayor and City Council
FROM: Greg Tabor, Chief of Police 
DATE: May 12, 2015

SUBJECT: 2015 Body-Worn Camera Pilot Implementation Program Grant Application

RECOMMENDATION:

Staff recommends approval of a multi-jurisdictional grant application to the 2015 body-Worn Camera Pilot Implementation Program with grant funding request in the amount of \$133,000 and required matching funds in the amount of \$133,000 for a total project amount of \$266,000 along with the attached assurances, disclosure of lobbying, and memorandum of understanding. This grant requires 50% in-kind and/or cash matching funds.

BACKGROUND:

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the fiscal year 2015 Body-Worn Camera Partnership Program. This program furthers the DOJ's mission by supporting the safe and fair administration of justice. Law enforcement agencies across the country are using body-worn cameras (BWCs) as a promising tool to improve law enforcement interactions with the public. BWCs can provide a visual and audio record of interactions. Some preliminary evidence indicates that the presence of BWCs helps strengthen accountability and transparency, and can assist in deescalating conflicts, resulting in more constructive encounters between the police and members of the community.

DISCUSSION:

The Fayetteville Police Department will be the lead agency for this grant application in the total project amount of \$266,000. Fayetteville will apply for \$51,000, Springdale will apply for \$51,000, and Washington County will apply for \$31,000. Grant funds may be used to purchase BWCs, new computer systems (excluding digital storage) required for BWC use, travel, and training. Any increase in digital storage capacity needed to implement a BWC Program must be purchased using local matching funds.

BUDGET/STAFF IMPACT:

If awarded, multiple sources of funds will be evaluated for meeting the local matching requirements of \$51,000. This grant application has no impact on our current staffing levels.

Attachments:

- SF-424
- Assurances
- Disclosure of Lobbying Activities
- Memorandum of Understanding

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** City of Fayetteville, Arkansas

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

71-6018462

*** c. Organizational DUNS:**

0756577420000

d. Address:

*** Street1:** 100 West rock Street

Street2:

*** City:** Fayetteville

County/Parish:

*** State:** AR: Arkansas

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 72701-6191

e. Organizational Unit:

Department Name:

Police

Division Name:

Patrol

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

Prefix: *** First Name:** Judy

Middle Name:

*** Last Name:** Cohea

Suffix:

Title: Support Services Manager

Organizational Affiliation:

*** Telephone Number:** 479-587-3581

Fax Number: 479-587-3570

*** Email:** jcohea@fayetteville-ar.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

B: County Government

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

* 12. Funding Opportunity Number:

BJA-2015-4168

* Title:

BJA FY 15 Body-Worn Camera Pilot Implementation Program

13. Competition Identification Number:

BJA-2015-4171

Title:

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

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Body-worn Camera Implementation Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

3rd

* b. Program/Project

3rd

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/01/2015

* b. End Date:

09/30/2016

18. Estimated Funding (\$):

* a. Federal

133,000.00

* b. Applicant

* c. State

* d. Local

133,000.00

* e. Other

* f. Program Income

* g. TOTAL

266,000.00

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

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

05/12/2015

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

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

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

☐ Yes

☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

☒ ** I AGREE

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

Authorized Representative:

Prefix:

* First Name:

Lioneld

Middle Name:

* Last Name:

Jordan

Suffix:

* Title:

Mayor

* Telephone Number:

479-575-8330

Fax Number:

* Email:

mayor@fayetteville-ar.gov

* Signature of Authorized Representative:

Completed by Grants.gov upon submission.

* Date Signed:

Completed by Grants.gov upon submission.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Completed on submission to Grants.gov	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Fayetteville, Arkansas	Completed on submission to Grants.gov

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

0348-0046

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
--	--	--

4. Name and Address of Reporting Entity:
☒ Prime ☐ SubAwardee
 * Name
 * Street 1 Street 2
 * City State Zip
 Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: 	7. * Federal Program Name/Description: Edward Byrne Memorial Justice Assistance Grant Program CFDA Number, if applicable: 16.738
--	---

8. Federal Action Number, if known: 	9. Award Amount, if known: \$
--	--

10. a. Name and Address of Lobbying Registrant:
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

b. Individual Performing Services (including address if different from No. 10a)
 Prefix * First Name Middle Name
 * Last Name Suffix
 * Street 1 Street 2
 * City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: Completed on submission to Grants.gov	
*Name: Prefix * First Name Middle Name * Last Name Suffix	
Title:	Telephone No.:
Date: Completed on submission to Grants.gov	

Federal Use Only:

Authorized for Local Reproduction
 Standard Form - LLL (Rev. 7-97)

**THE STATE OF ARKANSAS
COUNTY OF WASHINGTON**

Know All Ye By These Presents:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF FAYETTEVILLE AND SPRINGDALE, ARKANSAS, AND
WASHINGTON COUNTY, ARKANSAS**

2015 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM

This Agreement is made and entered into this 2nd of June, 2015, by and between the Cities of Fayetteville and Springdale, Arkansas, and Washington County, Arkansas, **witnesseth:**

WHEREAS, this agreement sets forth the goals, objectives, and deliverables of the 2015 Body-Worn Camera Pilot Implementation Program specified in Bureau of Justice Assistance's FY2015 competitive grant announcement; and,

WHEREAS, each party, if awarded federal funds, agrees to develop a comprehensive, problem solving approach that incorporates body-worn cameras into officer practice by implementing a first-time program; and,

WHEREAS, each party agrees that implementation of a body-worn camera program developed in a planned and phased approach that first achieves broad stakeholder, local political leadership, and community engagement and then leverages partnership input to address policy, training, deployment, and ultimately procurement-related requirements; and,

WHEREAS, each party agrees that implementation of appropriate privacy policies that at a minimum addresses body-worn camera program issues involving legal liabilities of release of information, civil rights, domestic violence, juveniles, and victims' groups; and,

WHEREAS, each party agrees that implementation of operational procedures and tracking mechanisms that address the use, review, access, storage, retention, redaction, and expungement of digital voice and audio evidence; and,

WHEREAS, each party agrees that training of officers, administrators, and associated agencies requiring access to digital multimedia evidence; and,

WHEREAS, each party agrees that adoption of practices and deployment of body-worn camera programs appropriately addressing operational requirements; and,

WHEREAS, the grant application in the amount up to \$266,000.00 will be submitted by the City of Fayetteville and agrees to provide the City of Springdale with up to \$51,000.00, Washington County the amount up to \$31,000.00, and the balance up to \$51,000.00 to the City of Fayetteville from this grant, if awarded; and,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1.

The City of Fayetteville agrees to pay the City of Springdale up to \$51,000.00, Washington County up to \$31,000.00, and the balance up to \$51,000 to the City of Fayetteville from these grant funds.

Section 2.

The City of Springdale, City of Fayetteville, and Washington County agrees to use grant funding to implement body-worn camera program for law enforcement on or before September 30, 2017 in accordance with grant goals, objectives, deliverables, and each jurisdictions procurement policy.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the City of Fayetteville, the City of Springdale, or Washington County.

Section 4.

Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not incur any civil liability that may arise from the furnishing of services by the other parties.

Section 5.

The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement. By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, to any party not a signatory to this Agreement.

CITY OF FAYETTEVILLE, ARKANSAS

ATTEST:

Lioneld Jordan, Mayor

Sondra Smith, City Clerk

CITY OF SPRINGDALE, ARKANSAS

ATTEST:

Doug Sprouse, Mayor

Denise Pearce, City Clerk

WASHINGTON COUNTY, ARKANSAS

ATTEST:

Marilyn Edwards, County Judge

Karen Combs Prichard, County Clerk



City of Fayetteville, Arkansas

Tentative Agenda
June 2, 2015
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 68 of 359

Text File

File Number: 2015-0253

Agenda Date: 6/2/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

PROGRESSIVE TRAIL DESIGN, LLC

A RESOLUTION TO AUTHORIZE A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH PROGRESSIVE TRAIL DESIGN, LLC FOR THE PREPARATION OF THE KESSLER MOUNTAIN TRAILS MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$26,320.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$2,632.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a Professional Design Services Agreement with Progressive Trail Design, LLC for the preparation of the Kessler Mountain Trails Master Plan in an amount not to exceed \$26,320.00, and further approves a project contingency in the amount of \$2,632.00.

City of Fayetteville Staff Review Form

2015-0253

Legistar File ID

6/2/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Alison Jumper

5/15/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Progressive Trail Design, LLC in the amount not to exceed \$26,320 for the preparation of the Kessler Mountain Trails Master Plan and a 10% project contingency of \$2,632.

Budget Impact:

4479.9470.5314.00

Sales Tax

Account Number

Fund

14013.1

Kessler Mountain Acquisition

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 89,585.00

Funds Obligated \$ 105.00

Current Balance \$ 89,480.00

Does item have a cost? Yes

Item Cost \$ 28,952.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 60,528.00

V20140710

Previous Ordinance or Resolution # 40-14

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 2, 2015

TO: Mayor and City Council

THRU: Connie Edmonston, Parks and Recreation Director
Don Marr, Chief of Staff

FROM: Alison Jumper, Park Planning Superintendent

DATE: May 15, 2015

SUBJECT: Resolution to approve a contract with Progressive Trail Design, LLC for the Preparation of the Kessler Mountain Trails Master Plan

RECOMMENDATION:

Staff recommends approval of a contract with Progressive Trail Design, LLC in the amount not to exceed \$26,320 for the preparation of the Kessler Mountain Trails Master Plan and a 10% project contingency of \$2,632.

BACKGROUND:

The City of Fayetteville purchased and preserved over 350 acres on Kessler Mountain in a partnership with the Walton Family Foundation, Chambers Bank and the Fayetteville Natural Heritage Association in 2014. Located on the southwest edge of Fayetteville in Washington County, Kessler Mountain reaches 1,856 feet above sea level. The area consists of steep bluffs and rock-covered woodlands with miles of nature trails that traverse through stands of old-growth forest, rock outcroppings showcasing many native flora and fauna species.

Mr. Jeremy Pate noted in his February 4, 2014 memo to the City Council for the purchase of the land that the city's vision is to utilize already forged partnerships with the Mt. Kessler Greenways Advocates, Fayetteville Natural Heritage Association, Ozark Off-Road Cyclists, the International Mountain Bicycling Association, the University of Arkansas, Fayetteville Public Schools and others to develop programs at Kessler Mountain that emphasize and expand upon established outdoor recreation in the form of mountain biking, hiking, and nature study. We plan to use these relationships to continue the design, development, expansion and long-term maintenance of the Kessler Mountain trail system for recreational use; to foster working outdoor classrooms and laboratory spaces for use by the University and surrounding schools; to provide for the study of native Arkansas flora, fauna and geologic rock formations; to promote awareness of watershed and natural resource preservation; and to provide places for healthy, active lifestyles for future generations' wellbeing.

Additionally, Resolution 40-14 stated the City will also need to spend about \$100,000 from reserves to develop a public trailhead for the many nature, hiking, biking and recreational trails already established and to be established and enhanced as part of the Regional Park.

DISCUSSION:

In an effort to move forward with fulfilling the commitments and visions set forth by the City Council through the approval of Resolution 40-14, a Request for Proposal (RFP) 15-02 was drafted and advertised on March 16, 2015 and opened April 10, 2015. Two proposals were submitted. Progressive Trail Design, LLC was selected through a selection committee on April 22, 2015 to prepare the trails master plan.

If approved, staff will work with Progressive Trail Design to establish a stakeholder group and begin hosting public meetings in June to gather input. The public input process will be very important and will focus on addressing a variety of user groups. Once a final plan is developed, it will be presented to the Parks and Recreation Advisory Board and the City Council. The master plan is anticipated to be complete in the fall 2015 and will recommend near, mid and long term project priorities for existing trails as well as trail development and expansion.

BUDGET/STAFF IMPACT:

Total cost for the trail master plan is not to exceed \$26,320. Funding for the project is provided through the Kessler Mountain Acquisition Project number 14013.1.

Attachments:

RFP 15-02 List of Submittals

Resolution 40-14

Progressive Trail Design, LLC Proposal Submittal

Signed Agreement with Progressive Trail Design, LLC

Purchase Order Request



City of Fayetteville, Arkansas

RFP 15-02, Mount Kessler Trails Master Plan

List of Proposals Received: 04.10.15

	Name	Contact	Phone Number	Email	Address	City	State	Zip
1	Crossland Construction Company Inc	Phil Penny	479-721-3154	ppenny@crosslandconstruction.com	1800 S 52nd St Ste 410	Rogers	AR	72758
2	Progressive Trail Design LLC	Nathan Woodruff	479-966-0286	woody@progressivetraildesign.com	3589-3 N Shiloh Dr #222	Fayetteville	AR	72704

RESOLUTION NO. 40-14

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO APPLY FOR AND ACCEPT A 50/50 MATCHING GRANT FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF \$1,500,000.00, TO USE THIS GRANT AND \$1,600,000.00 OUT OF RESERVES TO PURCHASE ABOUT 328 ACRES OF MT. KESSLER FROM CHAMBERS BANK AND TO BUILD A TRAILHEAD, TO APPROVE A LAND SWAP WITH CHAMBERS BANK, TO SUPPORT A PARKLAND DEDICATION OF ABOUT 48 ACRES FOR FUTURE PARKLAND CREDIT AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT

WHEREAS, the City of Fayetteville has a unique opportunity to work with the Walton Family Foundation, Fayetteville Natural Heritage Association and Chambers Bank to acquire and preserve 376 acres of Mt. Kessler for \$3,000,000.00 and parkland dedication so that the Regional Park will grow to almost 600 contiguous acres of amenities running the gamut from developed sports fields to mountain biking and nature trails; and

WHEREAS, the City will also need to spend about \$100,000.00 from reserves to develop a public trailhead for the many nature, hiking, biking and recreational trails already established and to be established and enhanced as part of the Regional Park.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the City of Fayetteville application for the 50/50 matching grant with the Walton Family Foundation, extends its deepest appreciation and gratitude to the Walton Family Foundation for this grant, agrees to accept and match this \$1.5 million donation with City funds from reserves, agrees to use this Three Million Dollars to purchase about 328 acres from Chambers Bank, agrees to build the public trailhead for about \$100,000.00 from reserves and authorizes Mayor Jordan to sign all necessary documents and agreements necessary to accomplish this grant, purchase and project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees to support and recommend that the Fayetteville Planning Commission accept a parkland dedication of about 48 acres by Chambers Bank to be used for future parkland credit.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby agrees to swap those parcels of City land with Chambers Bank for the Chambers Bank parcels and trail easements all as identified on the map attached to this Resolution as Exhibit A.

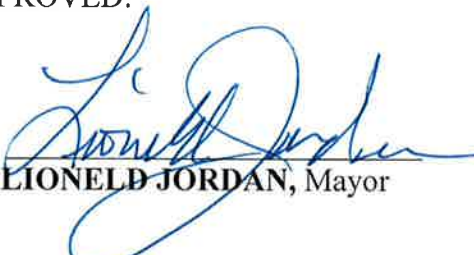
Page 2
Resolution No. 40-14

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Budget Adjustment recognizing grant revenue of \$1.5 million from the Walton Family Foundation and expenditures of \$3.1 million for purchase of the Mt. Kessler property and construction on the trailhead.

PASSED and **APPROVED** this 18th day of February, 2014.

APPROVED:

By:


LIONELD JORDAN, Mayor

ATTEST:

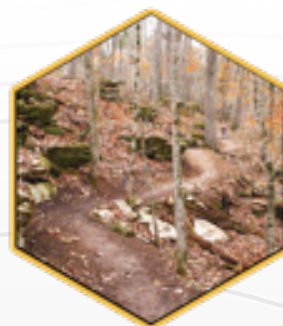
By:

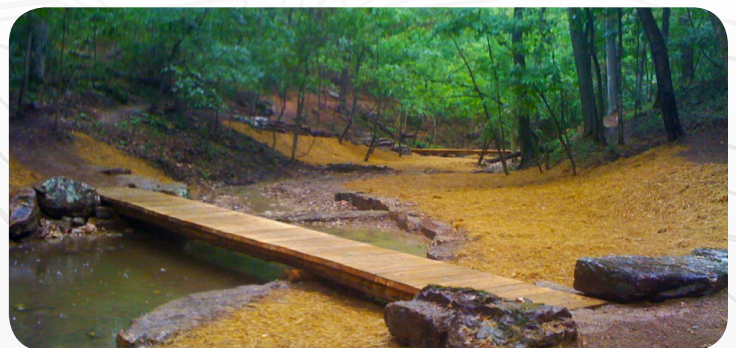

SONDRA E. SMITH, City Clerk/Treasurer





Mt. Kessler Trails Master Plan Proposal Request For Proposal - RFP15-02 April 10, 2015





CONTACT:

NATHAN WOODRUFF - PROGRESSIVE TRAIL DESIGN

woody@progressivetraildesign.com

479-966-0286

CONTENTS

1 Executive Summary

3 Progressive Trail Design

17 Alta Planning & Design

23 Ozark Ecological Restoration

25 Project Approach

27 Timeline

28 Fee

Executive Summary:

Progressive Trail Design (PTD), ALTA Planning & Ozark Ecological Restoration Inc. (OERI) have chosen to team for this project in order to provide the best possible plan for Mt. Kessler and the City of Fayetteville. We have assembled a dynamic team of local individuals that provides expertise in all areas of this project. PTD will provide trail design expertise with the assistance of OERI as the environmental consultation in the field, and ALTA will facilitate the public input process.

Progressive Trail Design has been designing and building trail since 2006. We started in Fayetteville and almost all of our team still call it home. Many of us cut our teeth riding and building on Mt. Kessler. Many of us were involved in the movement to save Kessler. Needless to say this mountain is very special to us. It is one of the last remaining large green spaces in our City and we recognize its potential to be one of the premier city parks and trail systems in the State and beyond. We know this mountain well and have worked with all stakeholders to assist in preserving the unique experience that we all love. We hope to expand on that through our expertise in trail development.

PTD has worked with a wide variety of land managing agencies across the country on projects ranging from ADA Accessible Trail, such as Martin Park, OKC, to Museums, such as Crystal Bridges, to State Parks, such as Devil's Den, to comprehensive Master Trails Plans, such as the one we are currently working on Pitkin County, CO (Aspen/Snowmass Area). Our experience in sustainable soft-surface trail design and our experience in working with land managers, different user groups, and other stakeholders sets us apart.

The role of PTD for this project is to conduct all the field work with the assistance of OERI to ensure that the Ecological Assessment, by Theo Witsell is properly interpreted on the ground as we work through the design. We will elaborate more on the process in the section on "Project Approach".

Alta Planning + Design is North America's leading multi-modal transportation firm that specializes in the planning, design, and implementation of bicycle, pedestrian, park, and trail corridors and systems. Founded in 1996, Alta has more than 135 staff in 28 offices across North America. On any given day, most staff walk, bike, or take transit to work. We are committed to transforming communities, one trip at a time, one step at a time, and one street, intersection, and park at a time.

ALTA will focus on the facilitation of the public input process and general assistance on overall plan. Erin Rushing will take the lead on this. He has an immense amount of experience both locally and nationally. He was one of the lead guys in the development of both the Razorback Greenway and the recent Bella Vista Master Plan. Erin and Woody of PTD have worked together on a few local projects including the Bella Vista Trails Plan. We will elaborate more on the role of ALTA in the “Project Approach” section.

Ozark Ecological Restoration Inc. (OERI) is a 501(c)(3) non-profit company established in 1998 by Joe Woolbright. They specialize in ecological restoration of areas that have been overtaken by invasives or damaged by natural and/or human power. They have a small team of individuals, including botanist who are experts in identifying endangered species. Though the Arkansas Natural Heritage Commision has already submitted a report by Theo Witsell, we felt that by adding OERI to the team, they could assist in interpreting that report on the ground to ensure that we are aligning trail in the most envirnmentallly sound way. In addition, they can provide reccomendations and budgets for addressing any invasive or damages areas.

We look forward to this opportunity to develop Mt. Kessler into our greatest City Park and one that will be a recreational asset and destimatnion for our hometown for years to come.



Progressive Trail Design (PTD) is a Trail Building and Outdoor Recreation Development Company.

We specialize in the design and construction of all types of Soft Surface Trails and Mountain Bike Parks. Though our specialty is purpose built mountain bike trails and facilities, our wide range of services allow us to tackle a broad spectrum of trail related features and projects. We are a member of the Professional Trail Builders Association.

Our unified vision is Design-Build-Ride. This core philosophy allows us to most efficiently address the needs of users, land managers, and the distinctive qualities of each piece of land and provide the most cost effective solutions. Whether constructing intimate single track or trail head facilities, our goal is to link users to their natural environment through unique experiences.

Each of our team members brings with them a distinct set of skills and perspective to our collective. Our many years of experience as advocates, builders, and planners give us the insight to design and build sustainable trails and unique recreational facilities. From the sensitive understanding of land conservation to the complexity of computer design, we understand that trail building is both an art and science.

We are dedicated to creating unparalleled trail and recreational experiences. Allow us to help you develop the timeless appeal of trails.



EXPERIENCE PROGRESSIVE TRAIL

DESIGN

Through the utilization of the latest technologies, we are developing cutting edge visions. Our design team includes a Landscape Architect, 3D Visualization Specialists, Pro Riders and seasoned Build Teams. From 3D modelling to mapping and detailed drawings, we can implement comprehensive designs that meet client's needs.

BUILD

The efficiency of the Design/Build approach begins to reveal itself immediately during the build. Due to the specialized nature of our product, many unforeseen adjustments are made during the build. Understanding the design from the top down keeps these to a minimum and allows for seamless interpretation of initial concepts.

A combination of specialized equipment, such as the Sutter 480 Trail Dozer, and our team's wide range of skills allow us to physically produce trails of the highest quality. But assessing the terrain and creating trails that serve the land is the true "art" of our work and it is reflected in our results. We want our trails to "fit" their surroundings. Additionally our team's ability to coordinate volunteer efforts, and communicate with a wide-ranging group of interested parties help land managers and administrators develop trails with "local appeal and character".

RIDE

Finally the most rewarding and important part of what we do: RIDE (or test). Our team has an extensive background in all forms of wheeled disciplines; XC, DH, Freeride, Trials, BMX, Motocross and more. Whether it is a final walk through or a ride, testing and assessing the trail enables us to identify any issues or problems so they can be addressed before delivery. All of our projects are guaranteed to be completed to the highest standards of fun and function.

Though we specialize in mountain bike trails, we are all outdoor enthusiasts at heart and try to project that love of the outdoors into our work.



DESIGN

Nathan “Woody” Woodruff

President & Founder

Woody is the founder of PTD and the overall project coordinator. With a diverse set of credentials and experiences, including, landscape business owner (7 years), home renovations contractor, event promoter, world traveller and a masters degree in teaching, Woody has developed the necessary skills to manage projects and communicate to a wide-ranging group. Drawing on a background in freeride mountain biking, Woody specializes in the design of bike parks and progressive trail features. He has put together a very diverse and multi-skilled team that he has worked with for many years on a variety of different projects. His skills lie in the ability to execute the logistics of the project and synchronize all the members to ensure a smooth efficient operation.



Experience:

- Master of Arts in Teaching (U of A 2007).
- Bachelor of Arts Anthropology (U of A 2003).
- Outdoor Education (N.O.L.S. 1996).
- Business Owner; Woody's Lawn & Landscape (1999-2007)

Associations:

- Professional Trail Builders Association Member (since 2009)
- International Mountain Bicycling Association Member
- Ozark Off-Road Cyclist Member

Chris Crone

Project Manager

Crone's skills are undeniable. He is probably the most diversely talented individual the team boasts when it comes to construction. Equally at home on machines, doing carpentry or landscaping, his attention to detail ensures our projects have the finishing touches that define “classy”. A great all around guy to be around. He projects a real human touch in his work.

Experience:

- Owner- Christopher Crone's Building (1999-2008)
- Master Carpenter
- Trail/Bike Park Operator



Brett Budolfson Landscape Architect

Brett Budolfson is an environmental designer and landscape architecture consultant based out of Little Rock, Arkansas. With over 12 years experience at landscape architecture and land-planning firms in Northern California, he has completed works on urban environments, community master planning, mixed-use developments, parks, and trails. He brings a strong graphic and technical understanding associated with trail planning, design, and construction.



Brett's work reflects his passion for the outdoors; each pays direct respect to the project's natural setting, the built form, and the local environmental implications. His progressive design approach integrates sustainable principles, the natural ecological systems, and a native plant palette to blur the lines between the built and the natural.

As a dedicated recreational cyclist, Brett believes a trail shall give the user a true sense of the surrounding local environment and improve the quality of life of the community.

Qualifications & Experience:

- Bachelor of Landscape Architecture, University of Arkansas, 2001
- BeLoose Graphic Workshop, 1999
- The Field Studio, LLC, (Consultant) Little Rock, AR
- The Guzzardo Partnership Inc., San Francisco, CA, 2004-2012
- The HLA Group - Sacramento, CA, 2002-2003
- Mesa Design Group - Dallas TX, 2001

Associations:

Central Arkansas Trail Alliance (CATA) – Board Member
Bike Little Rock – Board Member
Arkansas Trails Council

Todd Petillo Director of 3D Visualization

Todd has been working in 3D modeling and visualization for over 5 years now. As Design Manager for American Ramp Company he honed his 3D skills on Skate Parks and has brought his skill and techniques to Bike Parks. Through the use of advanced computer modeling and graphics software, including 3D Studio Max, Todd produces realistic renderings and animations to showcase our proposals.



Experience:

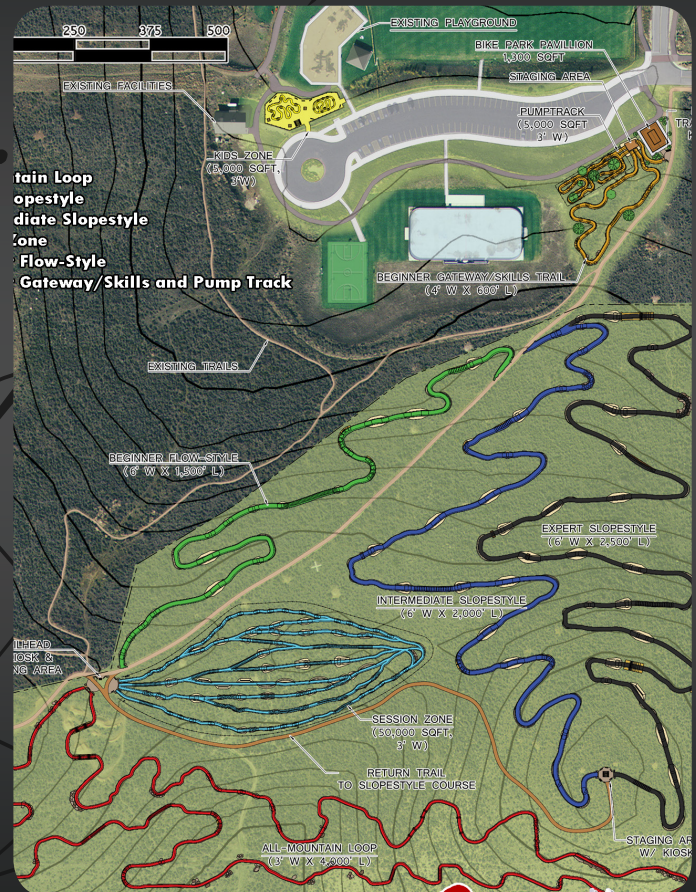
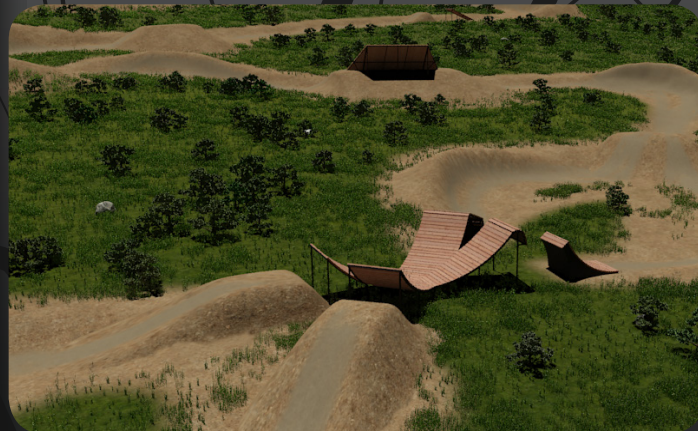
- BA, Studio Art, Missouri Southern State University

Trailside Bike Park Park City, Utah

Agenda
June 2, 2015
Page 84 of 359

PTD was contracted by Snyderville Basin Special Recreation District to design and build a multiple phase all-inclusive bike park at Trailside Park in Park City, UT. Phase 1 was completed in the spring of 2011 and consists of a beginner flow trail, beginner skills trail, pump track, and an intermediate slopestyle trail. We have been working on the phase 2 design over the last year and plan to start building summer of 2013. Phase 2 design consist of an expert slope style line, all mountain trail, pumptrack, and session zone.

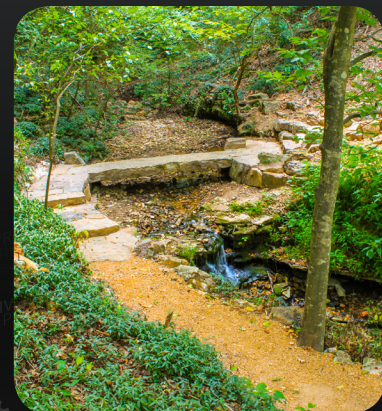
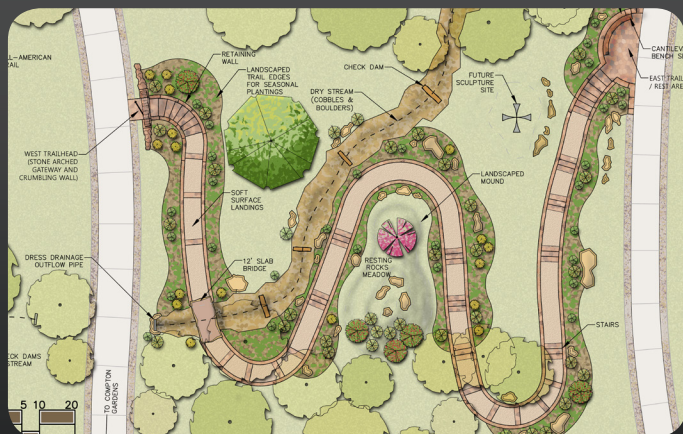
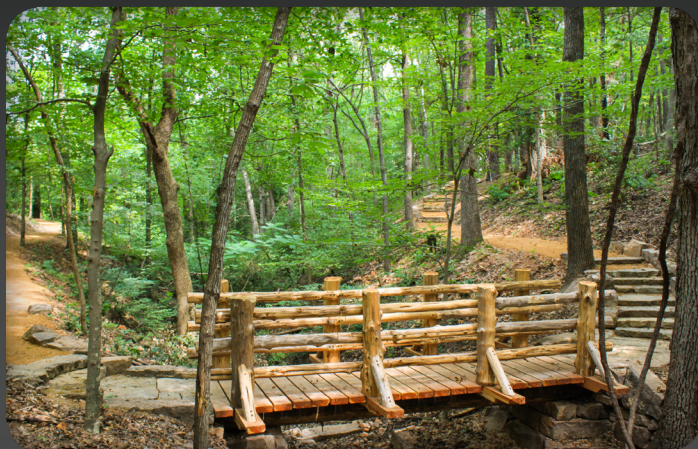
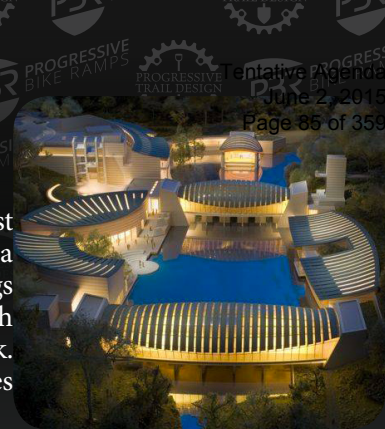
Client: Snyderville Basin Special Recreation District
Contact: Senta Beyer, Trails Project Manager
email: sbeyer@basinrecreation.com



Crystal Bridges Museum of American Art Bentonville, Arkansas

Crystal Bridges is one of the premier American Art Museums in the world and one of the most unique buildings in Mid-America. We had the honor of developing two soft-surface trails on a small piece of wooded property flanking the museum: “The Tulip Trail” and “Crystal Springs Trail”. We surfaced the trail with an all-weather decomposed granite and punctuated it with nearly 100 stone risers, a CCC-style rustic cedar bridge and a myriad of custom stone work. The highlight of the trails is “Crystal Springs” from wince forth the soul of the Crystal Bridges flows.

Client: City of Bentonville & Bentonville/Bella Vista Trailblazers
Contact: Scott Eccleston, Crystal Bridges-Director of Grounds & Facilities
 email: Scott.Eccleston@crystalbridges.org



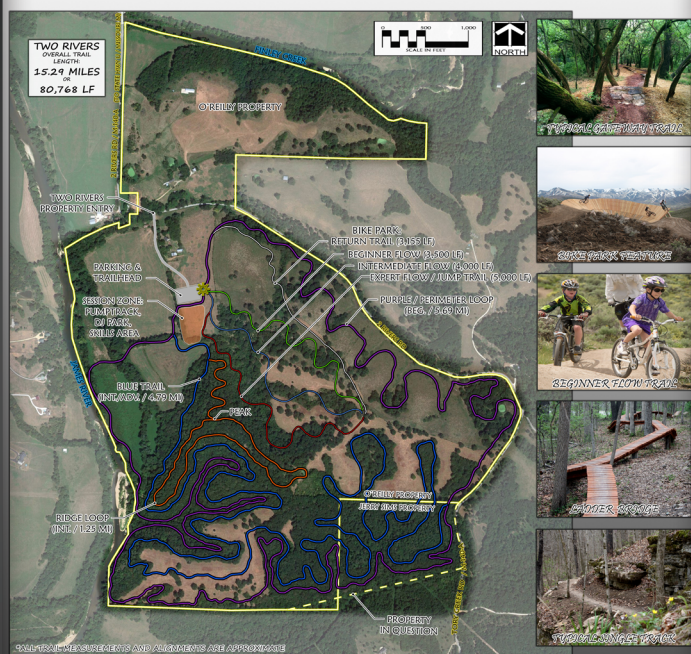
Nixa, MO

PTD was contracted by Trailspring, a non-profit dedicated to providing trails for the community in and around Springfield, MO, in 2012 to develop a conceptual master plan on a 500 acres. The goal was to develop a trail system that was mountain bike focused and maximized the amount of trail without being overly dense and impactful. We submitted a plan that proposed approximately 15 miles of trail, including; 12 miles of singletrack, 5 downhill flow trails varying in skill level, and a bike skills park. We broke the plan into 3 phases and completed Phase 1 in 2013 and are currently working on Phase 2 (due to open August 2015). The park has been a huge success and draws hundreds of people from Springfield and the surrounding area every week. When complete, this Bike Park will be one of the premier mountain bike destinations in the Central U.S.

Client: Trailspring

Contact: Matt O'Reilly

email: matt@greencircleprojects.com



Highlandville
Missouri



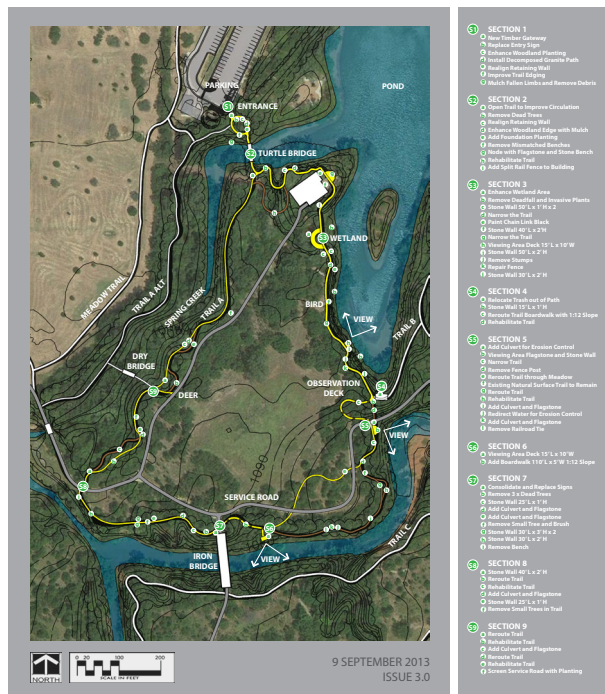
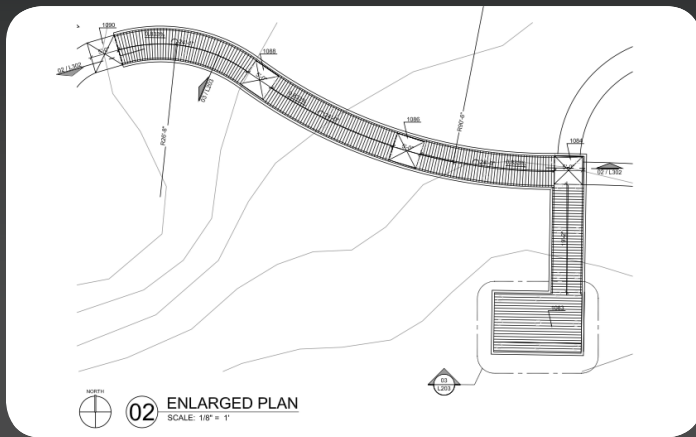
Martin Nature Park Design Oklahoma City, OK

PTD began working with Wilderness Matters, a non-profit, and the City of OKC to develop construction drawings for the renovation of Martin Nature Park Trails in 2013. We began with meetings with the City and the Wilderness Matters to determine what the end goals would be and the process by which we would meet them. The primary goal was to create a ADA Accessible trail by improving and realigning the existing trail. We chose a decomposed granite trail in order to create a natural experience that is also a very smooth surface for wheel chairs. We integrated native stone features and craftsmen style bridges to give the trail and state park-like feel. We ultimately ended up winning the build bid on the project and constructed it in 2014.

Client: Wilderness Matters, Inc.

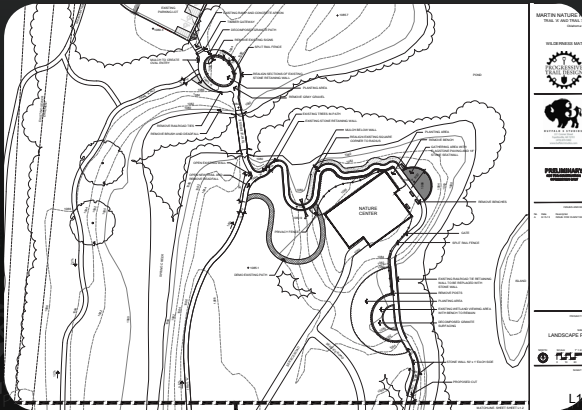
Contact: Jack McMahan

email: jack@wildernessmatters.org



D E S I G N • B U I L D P L A N

Oklahoma City **OKLAHOMA**



LETTER OF RECOMMENDATION



wilderness
matters

Board of Directors

Jack McMahan

E. Peter Hoffman, Jr.

Tricia L. Everest

Martha J. Ferretti

April 7, 2015

To whom it may concern,

My name is Jack McMahan of Wilderness Matters, Inc., a non-profit dedicated to creating accessible natural experiences. One of our first big trail projects was the renovation of Martin Nature Park in Oklahoma City, OK. The goal was to fund the design and construction of a world-class, natural surface accessible trail.

In order to achieve results and make a final decision to hire Progressive Trail Designs I interviewed park owners and managers from 19 municipal parks across the United States. I met with park rangers working for the National Parks Service and the Accessibility coordinator for the US Forest Service who helped me understand the concepts of sustainable trail construction and the benefits of selecting an experience, professional trail builder. I joined the American Trail Association and with their guidance met and interviewed the president of the Professional Trail Builders Association. Collectively, these energetic, caring professionals helped me identify and interview five trail building companies who bid on our project at Martin Park.

Through all of my research and ad hoc education my confidence in Nathan "Woody" Woodruff and PTD continued to grow. With Woody's help we were able to fulfill a remarkable solution that captured my vision while protecting the critical environment of the local nature park. But it wasn't until the PTD crews went to work that I fully understood this company's ability to artistically interpret the landscape and artfully blend form with function to achieve remarkable results.

PTD has excelled in every aspect of their work with us. They delivered a beautiful trail that exceeded everyone's expectations. Our project was completed on time and on budget. They sourced local materials quickly and cost effectively. Their crews have always been on time, incredibly respectful and fully and personally invested in our success.

It has been my pleasure to work with Progressive Trail Design.

Sincerely,
Jack McMahan
Executive Director

1713 Huntington Ave., Nichols Hills, OK 73116 | 405.748.0114 | www.wildernessmatters.org

LETTER OF RECOMMENDATION



July 10, 2013

To whom it may concern,

Since 2010, the Town of Castle Rock has had the pleasure to work with Progressive Trails Design (PTD) on several projects. We first became aware of PTD while soliciting bids through the Professional Trails Building Association. Since that time, PTD has exhibited extensive knowledge, professionalism and passion in developing sustainable trail systems and bike park facilities. Their suggestions and guidance during the process of developing our new trail systems was top notch.

The Town's most popular trail system located on Ridgeline Open Space, originally built in 2008, offered 6.5 miles of single-track trails weaving through the bluffs and valleys above the Town. In 2010, the Town hired PTD to expand the trail system to accommodate a ten-mile continuous loop. PTD built an additional 7 miles of trail and completed the project on time and on budget. Furthermore, the trails that they had designed and constructed are in great shape and have required little, if no maintenance other than the expected clearing of vegetation to keep the corridor clear, truly a "sustainable trail". Today the trails at Ridgeline are well known and used by many up and down the Front Range bring in visitors and helping to spur the growth of Castle Rock.

In an effort to keep up with new trends in the biking industry, The Town built the first phase of Rhyolite Bike Park in 2008. At that time, the park included a beginner downhill flow line with a return trail back to the top. In an effort to continue the development of the Bike Park, in 2010, the Town added an additional intermediate and advanced flow line with fabricated jump lips and a wall ride. The new addition was a success. However, the flow of the trails was an issue expressed by the park users; PTD was brought in to assist. PTD evaluated the site, reworked berms, consolidated small rollers into large tabletop jumps and greatly improved the flow of the courses. Furthermore, PTD added an additional mulch pit jump to the park. The changes were well received and the Town requested PTD to design and build a new session zone for the park. The new session includes a beginner, intermediate and advanced lines with jumps, rollers, berms and a curved wall ride off the advanced line. Again, the new feature was a huge success bringing in additional users and interest to the park. PTD successfully built the new session zone at a very fair rate and completed the project ahead of schedule.

The Town of Castle Rock would absolutely use PTD on any future trail projects and would highly recommend them for such work. The Town has truly enjoyed working with Woody, Clayton and the entire team at PTD; they are professional, knowledgeable and bring great ideas to the table.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard Havel", is written over a blue circular stamp.

Richard Havel, Trails Planner
Town of Castle Rock, Parks and Recreation Department
2301 Woodlands Blvd.
Castle Rock, CO 80104
rhavel@crgov.com
720.733.4482
www.crgov.com

Parks and Recreation Department
2301 Woodlands Blvd Castle Rock, CO 80104 P: 303.814.7444 F: 303.660.1011

EXCELLENCE • DEDICATION • SERVICE



LETTER OF RECOMMENDATION



August 28, 2011

Re: Progressive Trail Design, LLC

To Whom It May Concern:

I have had the opportunity to work with Progressive Trail Design, LLC for the last five (5) years. During this time, Progressive has designed and built approximately twenty-two (22) miles of multi-use trails for the Bentonville/Bella Vista Trailblazers Association, Inc.

Progress Trail Design has excelled in:

1. Professional layout and design for the trails. They have done a very good job in working the trails into the hilly terrain that we have in Northwest Arkansas.
2. Developed comprehensive budgets that they live within.
3. Have a very good concern for the affect the trail will have on the environment and have worked to minimize the impact.
4. Have met their construction schedules.
5. Have a great "EYE" for building trailheads and other trail features that make a strong statement to the ultimate trail user.
 - a. Progressive has utilized a lot of native rock work on some of the specialized trails that lets the trail user know that they are utilizing a world-class trail network.
6. Have been very helpful in the design of signage for the various trails.

The quality of our multi-use trails is having a strong economic impact for Northwest Arkansas. We have mountain bike riders coming from numerous states to ride our trails.

I believe that Progressive Trail Design, LLC has shown that they are very capable of doing a professional job in designing and building top-notch trails and would recommend them for you next project.

Sincerely,

Bob Norwood
Board Member and Head of Trail Construction

P.O. Box 5774 Bella Vista, AR 72714 • A501(C)(3)Corporation

LETTER OF RECOMMENDATION



CRYSTAL BRIDGES
MUSEUM OF AMERICAN ART

To whom it may concern,

I am the Director of Trails and Grounds here at Crystal Bridges Museum of American Art. Over the past two years I have had the opportunity to work with Nathan at Progressive Trails, and it has been an incredible experience. Progressive Trail Design have given me faith that true craftsmanship is not dead, but very much alive. They build their trails the right way, when other builders would have taken the easier route, Progressive chose the correct route. Each member of their team had a winning attitude and I thoroughly enjoyed seeing them on the trail. This World class museum hit a home run when we chose Progressive Trails to be our partner in this endeavor. If you have any questions, feel free to contact me at 479-418-5731.

Thank you,

Scott Eccleston

LETTER OF RECOMMENDATIONS



DEPARTMENT OF PARKS & TOURISM

1 Capitol Mall
Little Rock, AR 72201
501-682-7777
Arkansas.com

History Commission
501-682-6900 (V/TT)
Ark-ives.com

Keep Arkansas
Beautiful Division
501-682-3507
KeepArkansasBeautiful.com

Personnel Section
501-682-7742 (V/TT)

State Parks Division
501-682-1191 (V/TT)
ArkansasStateParks.com

Tourism Division
501-682-7777 (V/TT)

Mike Beebe
GOVERNOR

Richard W. Davies
EXECUTIVE DIRECTOR

STATE PARKS, RECREATION & TRAVEL COMMISSION

Jay Bunyard
CHAIRMAN

Steve Arrison
VICE-CHAIRMAN

Bill Barnes

Danny Ford

Jim Gaston

Darin Gray

Debra Haak

Bob Knight

Billy Lindsey

Montine McNulty

Mike Mills

Ness Sechrest

Jim Shamburger

Wade Williams

DIVISION DIRECTORS

Larry Cargile
ADMINISTRATION

Greg Butts

STATE PARKS

Joe David Rice

TOURISM

Nancy Clark

GREAT RIVER ROAD

Dr. Wendy Richter

HISTORY COMMISSION

Robert Phelps

KEEP ARKANSAS

BEAUTIFUL

AN EQUAL
OPPORTUNITY/
AFFIRMATIVE ACTION/
AMERICANS WITH
DISABILITIES ACT
EMPLOYER



ARKANSAS DEPARTMENT OF PARKS AND TOURISM

Devil's Den State Park

11333 West Arkansas Hwy 74

West Fork, Arkansas 72774

RE: Recommendation, Progressive Trail Design

As land manager at Devil's Den State Park, I highly recommend Progressive Trail Design (PTD) for all your trail needs. PTD has worked on a number of projects for the park. Those projects vary from refurbishing trails, constructing new trails, building bridges and trail heads.

Some of the projects included working on our historical trails at Devil's Den. We want the construction on those trails to blend in with the works of the Civilian Conservation Corps (CCC). This requires using stone steps and pavers in the CCC tradition. PTD also built bridges that matched the rustic style of architecture (Park Architecture) of that period. Their work in this area is impeccable. In fact it is difficult to distinguish the difference between PTD's work and that of the CCC's.

When they are constructing new trail or rehabilitating old, they will follow the International Mountain Bicycling Association's (IMBA) guidelines for building sustainable trails. For the park this is extremely important. Trails built in the proper place using the correct techniques help limit maintenance problems which in turn saves funding.

I have been around trail work for 20 years; PTD is the most professional group I have worked with. All the projects at the park were completed on time, if not before, and above expectations. Their latest project on the Fossil Flat Multi-use Trail is simply incredible.

Please feel free to contact me or any uniform staff at the park if you have any questions.

Sincerely,

Tim V. Scott
Assistant Superintendent
tim.scott@arkansas.gov
1.479.761.3325



Contractor Qualifications:

- Professional Trail Builders Association (PTBA) Members (since 2009).
- Professional Liability Insurance at minimum combined single limits of \$500,000 per-occurrence and \$1,000,000 general aggregate .
- Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage, coverage includes products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards.
- Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
- Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.
- Arkansas Contractors License



FIRM PROFILE

Alta's mission is to create active communities where bicycling and walking are safe, healthy, fun, and normal daily activities.

Alta Planning + Design is North America's leading multimodal transportation firm that specializes in the planning, design, and implementation of bicycle, pedestrian, park, and trail corridors and systems. Founded in 1996, Alta has more than 135 staff in 28 offices across North America. On any given day, most staff walk, bike, or take transit to work. We are committed to transforming communities, one trip at a time, one step at a time, and one street, intersection, and park at a time.

EXPERIENCE

We have experience working with communities of all sizes, from a few thousand to millions, and from rural mountains and deserts to suburban and urbanized areas. We strive to tailor each project to the community's unique setting, history, and culture through an active public participation process. Alta staff are proud to have designed and implemented over 8,000 miles of bike- ways, walkways, and trails.

DEDICATION

Alta staff are at the forefront of the sustainable transportation movement. We are active in the Association of Pedestrian and Bicycle Professional (APBP), the Institute of Transportation Engineers, the Transportation Research Board, the Complete Streets Coalition, and have conducted national studies for the

U.S. Department of Transportation. Alta is proud to be a co-author of the NACTO *Urban Bikeway Design Guide*, and a founder of the Initiative for Bicycle & Pedestrian Innovation at Portland State University.

Alta provides a full range of services including:

- Master plans (bicycle, pedestrian, trail, open space, and park)
- Public involvement
- Landscape architecture and project design
- Traffic engineering
- Greenway and corridor plans
- Bicycle and pedestrian integration with transit
- Bicycle and pedestrian facility design guidelines
- Counts, surveys, and demand analysis
- Complete Streets
- Bicycle parking design
- Trail safety and sustainability audit
- Signage and wayfinding plans
- GIS and mapping services
- Construction documentation and administration
- Safe Routes to School studies and plans
- Technical assistance and training
- Education, encouragement, and marketing services
- Bike share feasibility studies

OFFICE LOCATIONS





Erin Rushing, PLA

Senior Design Associate / Group Leader



Erin is a landscape architect with deep experience in residential, industrial, municipal, educational, commercial, and recreational development projects. His passion lies in greenway trail design, downtown enhancement projects, streetscapes, and parks and recreation projects, and he was the Project Manager of record for eight miles of the NW Arkansas Razorback Regional Greenway. Erin's leadership and experience spans site and civil development from concept to construction documentation and administration. His expertise has been recognized through numerous American Society of Civil Engineering awards he has received for his work in Northwest Arkansas, including Turtle Creek Trail and Main Street Rogers Intersection Improvements.

Education

- BS, Landscape Architecture, Fay Jones School of Architecture, University of Arkansas, 1995

Registrations

- Professional Landscape Architect in the States of Arizona #52568, Arkansas #5071, California #5173, Connecticut #942, Delaware #319, Indiana #21200025, Maryland #3145, Missouri #2001029338, Oklahoma #291, Pennsylvania #2628, Washington #889

Community Involvement

- Benton County Leadership, 2000-2001
- Bentonville Industrial Development Committee
- Rogers Economic Restructuring Committee
- YMCA Board of Directors
- Rogers Vision 2020 Committee
- NWA Business Journal 40 under 40
- NWA Active Transportation Committee
- Rogers Greenway Trail Committee

Recent Projects:

Northwest Arkansas Razorback Regional Greenway

Erin is Alta's project manager developing construction documents and overseeing construction administration for the Razorback Regional Greenway. Previous to working at Alta, Erin assisted with initial routing studies, which included site inspection of the entire federally funded route by foot to identify ideal trail locations. His project coordination includes working with city officials, federal agencies, stakeholders, and property owners.

Bella Vista Trails Master Plan, AR

Erin served as project landscape architect to create a bicycle master plan for Bella Vista. Located in the Ozark Mountains of Northwest Arkansas, Bella Vista is looking to increase connections within the city and to regional recreational, cultural, and natural areas. Erin conducted field work, developed recommendations, and authored sections of the final plan document.

Northwest Arkansas Regional Bicycle and Pedestrian Plan

Erin was the project landscape architect to develop a regional plan for improving bicycling and walking connections to support transportation, recreation, healthy living, community building, and economic vitality, using the NW Arkansas Razorback Regional Greenway as a spine that connects all the communities. The plan makes local and regional connections safer and accessible for all users and will be a guide for all communities in Northwest Arkansas to achieve Bicycle- and Walk-Friendly Community designations.

Awards

- ACEC Engineering Excellence Award, Clear Creek Residential Subdivision, 2004
- ACEC Engineering Excellence Award, Fountain Plaza, 2006
- ACEC Engineering Excellence Award, Otter Creek Estates, 2008
- ACEC Engineering Excellence Award, Rogers Turtle Creek Trail, 2009
- ACEC Engineering Excellence Award, Main Street Rogers Intersections, 2011

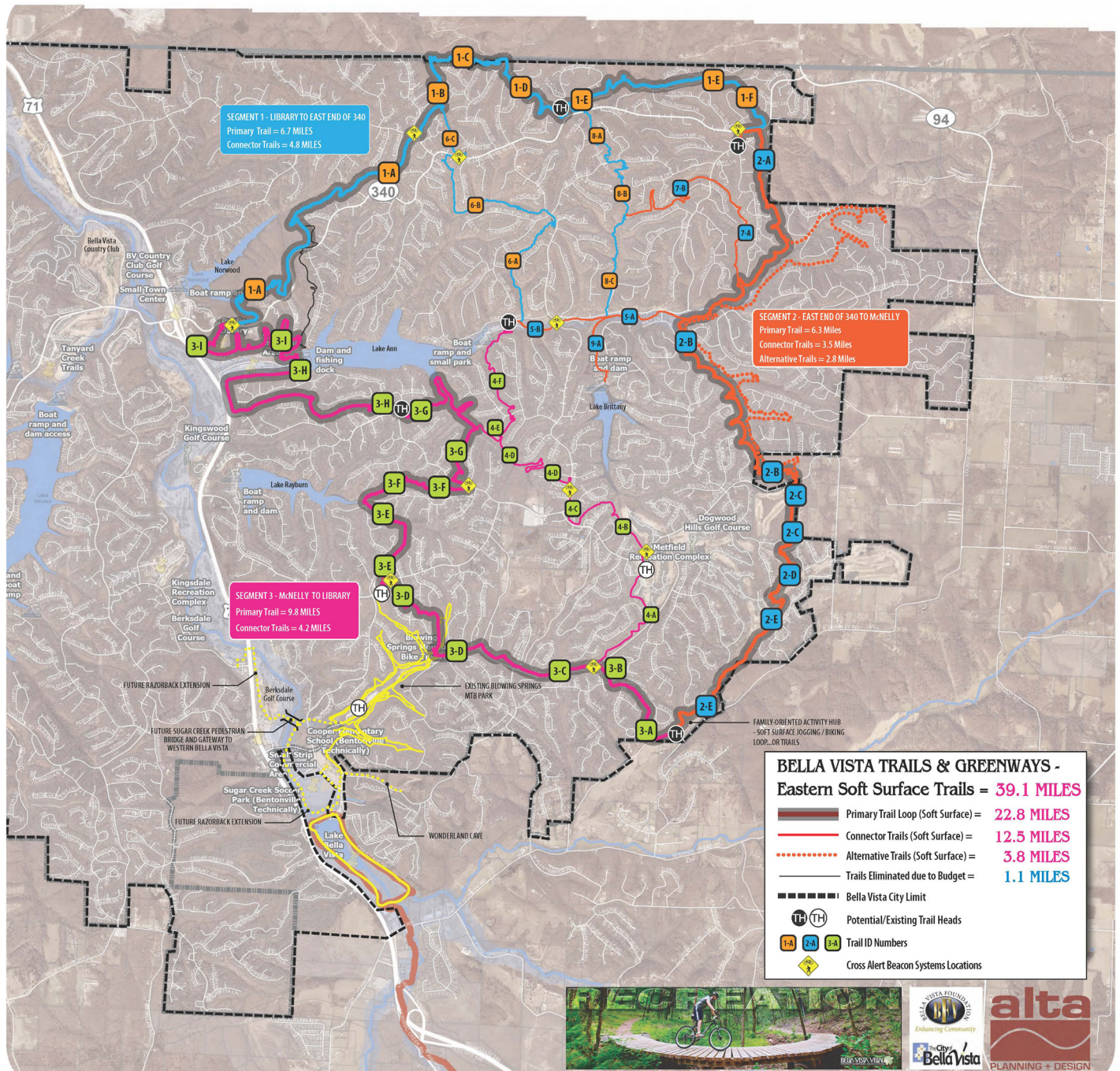
EXPERIENCE

Bella Vista Trail and Greenway Master Trails Plan

Alta is completing the Bella Vista Trail and Greenways Master Plan for the Bella Vista Foundation. The plan's goal is to increase pedestrian and bicyclist opportunities for transportation and recreation, enhance safety, foster better access to community destinations, and create unique opportunities for active and healthy lifestyles in Bella Vista, Arkansas.

The planning process began with a Kick-Off Meeting on June 2, 2014 and will continue through early 2015. The Kick-Off meeting was the first of four project Steering Committee meetings. The Steering Committee is made up of a combination of community representatives and stakeholders that is working to create a vision that will guide the planning process, and identify high priority trail and greenway corridors. Public involvement included two Community Open Houses, and the project team attended the Bella Vista Hay Days Fall Festival to discuss draft project ideas and receive public input. The workshops featured draft recommendations, and was used to gather input on potential priorities for improvements. Feedback from this will be used to produce final recommendations.





Client: Bella Vista Foundation
Date: 2014-2015
Reference: Tom Pyatt, Director, (479) 903-4803

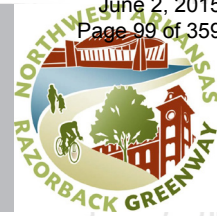
EXPERIENCE

Northwest Arkansas Razorback Greenway

Alta led a team of national experts to develop a regional greenways plan for NW Arkansas. The project involved prioritizing regional opportunities for creating trails that connect the communities of Bentonville, Fayetteville, Rogers, and Springdale. The project team worked with the NW Arkansas Metropolitan Planning Organization, the NWA Regional Planning Commission, and the Heritage Trail Partnership. The Multi-Use Trail System complements the 2002 Heritage Trail Plan, which is a regional network of automobile, bicycle, and pedestrian facilities that connects Northwest Arkansas citizens and visitors to heritage, recreational and cultural assets, a healthier lifestyle, and to each other.

The 36-mile greenway will link the six major municipalities of northwest Arkansas, the University of Arkansas, hospitals, commercial centers, and the headquarters of major employers. The new greenway will increase connectivity, drive economic development, improve residents' health, and help make northwest Arkansas a more attractive place to live, work, and play. During Phase One, Alta developed the final alignment and filed a Categorical Exclusion application for the Razorback Greenway. We then assisted the NW Arkansas Regional Planning Commission with securing \$15 million in TIGER II Grant funds for the project. Alta provided an extensive cost-benefit analysis to demonstrate the positive economic impact health and air quality improvements generated by the greenway to give the project an edge in a competitive application process. With the successful funding of the project, Alta's application for the Razorback Greenway has been hailed as a national model for bicycle and pedestrian grant writing.



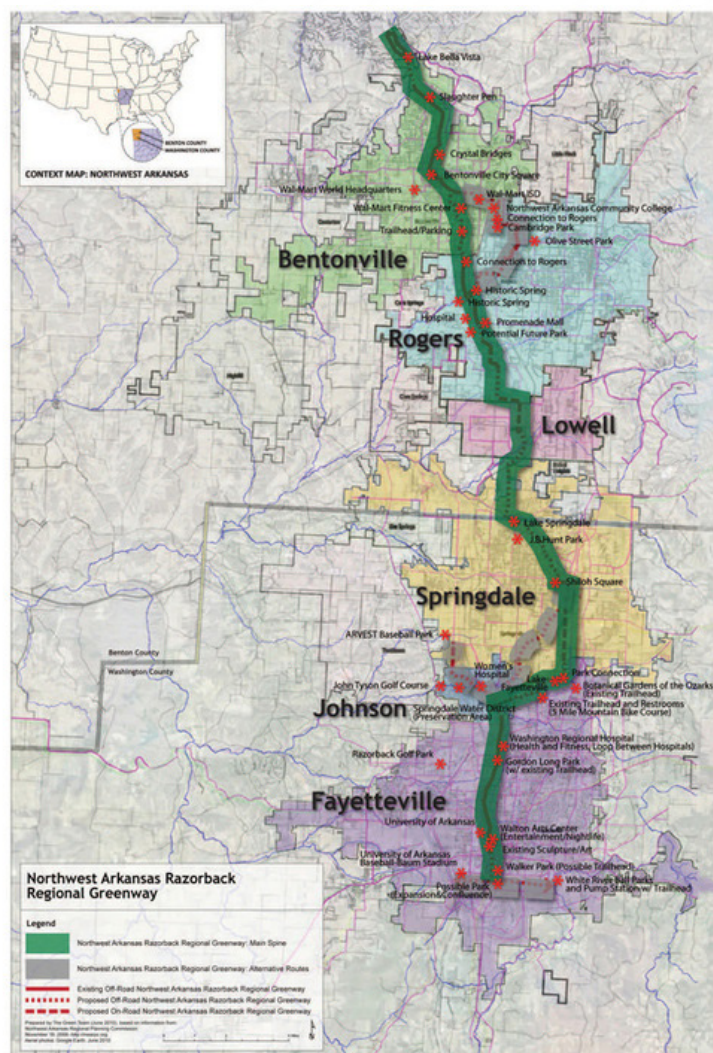


Alta produced construction documents and right-of-way information as part of Phase Two and are currently managing construction administration, including right-of-way acquisition, for a 16-mile portion of the greenway that runs through the towns of Springdale, Rogers, and Lowell. This portion of the project is funded by the TIGER II Grant award. In addition, Alta completed a custom Fit and Finish Package and Donor Catalogue for the trail system's amenities, including seating, bicycle racks, planting, and other site furnishings.

As the trail is reaching completion, the NWARPC asked Alta to provide a cohesive sign program for the greenway to further refine the trail's approach to multimodal conflict points. Logo specifications, approved color palettes, partner logos, acceptable fonts, dimensions, placement standards, and a planning-level location guide complete the package. The sign family consists of information kiosks with regional maps, directional signage, walk/bike distance and mileage to destinations, local maps, community guides, mile markers, and interpretive signage. The purpose of the wayfinding and branding system is to aid in safety and navigation of the region while promoting healthy travel choices through off-trail directional signage and on-trail walk/bike timing.

In addition, Alta completed a custom Fit and Finish Package and Donor Catalogue for the trail system's amenities, including seating, bicycle racks, planting, and other site furnishings.

Date: 2010-2011



Northwest Arkansas Razorback Regional Greenway



“Restoring Unique Ozark Natural Communities”

Introduction:

Ozark Ecological Restoration Inc. (OERI) Is a 501(c)(3) non-profit company established in 1998.

We specialize (but not limited to) tallgrass prairie restoration and establishment. Most of the restoration work focuses on the elimination of alien and invasive species by application of specific herbicides, plant cutting and pulling, and prescribed fire.

OERI equipment includes 4 four wheelers with mounted 25 gallon hand/boom sprayers, 4 gallon back pack sprayers, 30' tractor mounted boom sprayer, 300 gallon fire truck, 1800 gallon boom spray truck (GPS driven-see attached photo) 4 wheel drive trucks, chain saws, assorted hand tools, and all necessary fire fighting equipment.

OERI associates are experienced in prescribed burning. We and our associates burned over 5000 acres during the 2000-2015 burn seasons Our fire fighters are (3) local fire captains with wildland fire fighter experience in western fires, (4) OERI employees with S-110 and S-130 wildland fire fighter training and former USFS employees, retired. We also sub-contract with the Arkansas Chapter of the Nature Conservancy fire crews.

We are licensed by the Arkansas Plant Board as a certified herbicide applicator.

I have attached a list of clients and their respective agencies that we have performed stewardship practices for, along with a list of references. If you need further information, please contact me by e-mail or phone. Thank you for your attention.

Director Biography:

Joe was born in 1945. He has been a conservation activist his entire adult life. He retired in 2012 as a electrical/general contractor.(see schedule of organizations)

In 1998, inspired by his mother memories about local prairies, Joe contacted the owners of one of the three remaining virgin tallgrass prairie sites in NW Arkansas. (20 acres stump prairie) With their permission, he restored the site and still manages the site at present. In 1999, after the successful restoration of the Stump Prairie, Joe contacted the owner's of the other two sites and facilitated the transfer of their lands to the Arkansas Natural Heritage Commission (ANHC). The two sites are now know as the Chesney Prairie Natural Area(60 acres) and The Couch Tract of Chesney P.W.A. (22 acres).

From 1999 to present , OERI has steadily grown under Joe's directorship.

In 2008, OERI was approved as an education based 501 c (3) non-profit corporation. Joe, along with OERI staff and advisory board members, conducts ecological restoration power point programs, followed by field ecology tours, for multiple professors at three NW Arkansas universities, provides programs for civic clubs, conservation non-profit organizations, private corporations and businesses seeking to improve their ecological sustain ability, and private landowners wanting to establish native plant gardens, wildlife plots, or native grass



Clients/Projects:

Federal

U.S. Dept of the Interior

- A. NPS- Buffalo National River- Advisor- Prairie Establishment
- B. NPS- Pea Ridge National Battlefield- Advisor- Prairie Establishment

State

A. Arkansas Natural Heritage Commission

- 1. Chesney Prairies Natural Area- 82 acres- Annual
* Stewardship contract since 1999
 - 2. Baker Prairie Natural Area- 72 acres- Annual
* Stewardship contract since 2004
 - 3. Searles Prairie Natural Area- 10 acres- Annual
* Stewardship contract since 2001
 - 4. Cherokee Prairie Natural Area- 600 acres (Alien Species Eradication Proposal)
 - 5. Flanagan Prairie Natural Area- 300 acres (Alien Species Eradication Proposal)
- #### B. Arkansas Game and Fish Commission-
- 1. Field trip on Tallgrass Prairie Establishment -2008
 - 2. Devils Eyebrow Natural Area – 1970 acres- cedar removal, glade restoraton

Institutional

- 1. OERI staff conducts multiple field trips each semester for ecology, botany, plant taxonomy and geology classes for professors at Northwest Arkansas Community College, University of Arkansas, and John Brown University

Municipal

A. City Of Fayetteville, Arkansas

- 1. Gulley Park- “319” Stream Restoration- Species List
- 2. Westside WWTP- “404” mitigation/wetland prairie site 50 acres
* Annual stewardship contract since 2006
- 3. Fayetteville Natural Heritage Association- Advisory Board Member- Site reviews

B. City Of Siloam Springs, Arkansas

- 1. Sager Creek- “319” Stream Restoration- Member Sager Creek Citizen Advisory Council
- 2. Mud Cat Creek- Regional constructive wetlands/ detention/ wildlife Area concept
And planning by OERI

References:

Theo Witsell

State Botanist- Arkansas Natural Heritage Commission

Phone: 501-324-9615

E-mail: theo@arkansasheritage.org

Address: 322 Center St. Suite 1600-Little Rock, Arkansas 72201

Bruce Shackleford

President- ECO, Inc

Phone: 501-765-9009

E-mail: brucehackleford@aristotle.net

Address: 17724 I-30 Suite 5-A-Benton, AR 72019

Scott Simon

Director- Arkansas Chapter of the Nature Conservancy

Phone: 501-663-6699

E-mail: ssimon@tnc.org

Address: 601 North University-Little Rock, Arkansas 72205

Roger Holroyd

Vice President- Arvest Bank- Loan Officer

Phone: 479-524-6404

E-mail: rholroyd@arvest.com

Address: Hwy 412 West Siloam Springs, Arkansas 72761

Project Approach:

Our approach is one of collaboration. We have created a team with expertise in every area of this project in order to play to our strengths. We are all intimately familiar with this project and are well aware of varying user groups, environmental sensitivity and needs of the community. We have assembled a team that have experience working with all the user groups involved and with the City of Fayetteville. Our goal is to bring these groups together along with other stakeholders and the citizens of Fayetteville to develop a plan through a collaborative effort. Below is an outline of our approach, including each of the team members roles, scope of work, and a project implementation schedule.

PTD:

With over 9 years experience as a professional trail design/build company and a 7 year member of the professional trail builders association (PTBA), PTD will bring the highest level of trail design expertise to this project. We have worked in 15 different states and 2 countries with federal, state, and local agencies.

Our focus on this project is the field design work. This includes;

- Overall Site Assessment - This is typically the first step. This consists of scouting the whole site, determining property boundaries, identifying opportunities and constraints, identifying environmental sensitive areas (this will be done with the assistance of Joe's Team), identify positive and negative control points, and getting a rough idea of where trail expansion is possible and not.
- Existing Trail Assessment - Assess all 8 miles of existing trail. Identify any poorly aligned segments, drainage issues or flow issues. Make recommendations for improvements and GPS those recommendations to be applied to overall map.
- Conceptual Layout - At this stage, we will have determined where trail can go and begin to get a conceptual alignment on a map. Through User Group/Stakeholder Meetings, we will together determine the desired amount and type of trail the we feel is appropriate for Mt. Kessler.
- Final Layout - Once there has been a consensus established about what new trails and our reroutes and additions are acceptable, we will begin to ground truth the trails and GPS their general alignment. These alignment will go on the first draft for review and comment. Our landscape architect, Brett Budolfson, will create all maps and plans.
- Master Plan Proposal - After comments and revisions, we will compile the map, all field notes, proposed trails with descriptions and support images, and a budget for construction into one comprehensive document.

OERI:

Ozark Ecological Restoration will act as the environmental consultant on the team. With their experience working all over the state, their expertise in Arkansas ecology, and good working relationships with the Arkansas Natural Heritage Commission, they will be a great asset to the team. Their job will be to work in the field with PTD to assist in identifying environmentally sensitive areas through the interpretation of Theo's report. They will also be available at public input sessions to field any questions

ALTA:

Public involvement is an important part of improving community health and livability. Gathering public input at various stages of a project can help develop projects that draw on and enhance the unique characteristics of each community.

Through our straightforward communication style, ability to engage citizens, and use of the latest technology, we are able to produce successful designs and plans that meet the needs of the community. Our adaptive approach includes informational presentations, videos, public workshops, and weekend walks with citizens to see and discuss neighbors' concerns.

We make contact with neighbors early in the process, identify concerns, and then build confidence by addressing specific issues with a systematic and documented approach. Our resource library of projects around the country is helpful in showing comparable designs to concerned citizens.

Our team proposes to facilitate a dialogue with the community and engage your stakeholders in the design process. We have extensive experience with translating concept plans into design documents within an open public design process. We prefer to work in an interactive, collaborative charrette, in which the community and stakeholders are invited "into the kitchen" to offer opinions and get what they want out of the project. This interactive approach results in a project design that is embraced by the community since they have personal investment in the process.

We will want to engage these key organizations early during public involvement to obtain their feedback and use their networks to spread the word about our public events. At the conclusion of the plan, these organizations and individuals will be important advocates for implementing recommended improvements.

For this project, we understand the challenge and complexity that comes with working with community groups that have various concerns, including environmental protection and preservation, as well as trail development and improvement. Alta will facilitate the public input process and act as a mediator between these two groups to make sure their concerns are addressed.

Deliverables:

Note: We are guesstimating approximately 8 meetings based on our proposed schedule. But this will partially be determined by the final scope of work that is established.

1. Initial User Group/Stakeholder Meeting. Establish a steering committee to work through details of the project.
2. Presentation of "Conceptual Layout" to steering committee. Input comments/revisions to plan.
3. Present Draft #1 Conceptual Plan to Public. Record comments and share with steering committee
4. Conference Call to discuss possible revisions to plan from Public Input Session.
5. Present Draft #2 to User/Stakeholders. This would be getting close to final plan. Final revision should come from this meeting.
6. Present Final Plan to User/Stakeholders. Integrate final changes.
7. Present Final Plan to Public. Final Public Input Session. (This Session is TBD and could happen prior to other meeting listed above)
8. Present Final Plan to Park & Rec. Advisory Board and City Council.

*Approx. 16 hours of Meeting Time Estimated.

City Expectations for this Project:

We will expect the city to be there primarily as a resource for supplying mapping info and any other site info. We will need a base map in CAD with all W and parcel info. We will also need the City for review and comment of plan. We may need some City Staff to do some site visits, especially with respect to private property. We will need a point person to communicate any questions, concerns or requests.

Project Implementation Schedule:

May 8 - Notice To Proceed Projected Date

May 11 - Intial Users/Stakeholder Meeting. Create Steering Committe

May 12-29 - Field Work; Overall Site Assessment & Existing Trail Assessment

June 8 - Presentation of Draft 1 Conceptual Layout to Steering Committe

June 10 - Public Input Session with Draft#1

June 8-July 3 - Field Work; Ground Truth Alignments of Proposed Trails and Reroutes. Preparation of Plan.

July 10 - Present Draft#2 Map & Proposal Draft to Steering Committe

July 24 - Present Final Proposal/Map to Steering Committe

July 28 - Present Final to Public

August 4 or 11 - Present Final Plan to Park & Rec. Advisory Board and City Council.

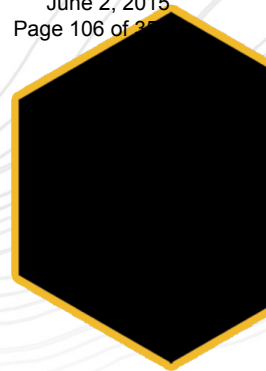
Note: Schedule will largely hinge on comments and revisions from steering committe and public. Also, since there is no defined amount of trail that we will be designing at this point, we are only guesstimating time needed based on our knowledge of the area and what we feel is appropriate in terms of trail expansion.

Fee:

1. FIELD WORK; OVERALL SITE & EXISTING TRAIL ASSESSMENT - \$6,400.00
2. FIELD WORK; FINAL ALIGNMENT - \$10,240.00
3. ENVIRONMENTAL CONSULTING - \$2,000.00
4. MEETINGS (approx. 16hrs estimated) - \$4,480.00
5. MAPPING & PREPARATION OF PROPOSAL - \$3,200.00

TOTAL ESTIMATE: \$26,320.00





www.progressivetraildesign.com

PTD MEDIA:

Facebook: www.facebook.com/progressivetraildesign

Twitter: www.twitter.com/ptdwoody

Vimeo: www.vimeo.com/progressivetraildesign

Events: www.fattirefestival.com

Contact Information:

PROGRESSIVE TRAIL DESIGN, LLC.

Owner: Nathan "Woody" Woodruff

Phone: 479-966-0286

email: woody@progressivetraildesign.com



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

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

RFP 15-02, Mount Kessler Trails Master Plan

DEADLINE: Friday, April 10, 2015 before 2:00:00 PM, local time

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

PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday, March 16, 2015

REQUEST FOR PROPOSAL

RFP 15-02, Mount Kessler Trails Master Plan

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

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

Name of Firm: PROGRESSIVE TRAIL DESIGN LLC

Contact Person: NATHAN WOODRUFF Title: PRESIDENT

E-Mail: WOODR@PROGRESSIVETRAILDESIGN.COM Phone: 479-966-0286

Business Address: 3589-3 N. SHILOH DR. #222

City: FAYETTEVILLE State: AR Zip: 72704

Signature: [Signature] Date: 4/10/15

City of Fayetteville
RFP 15-02, Mount Kessler Trails Master Plan
Advertisement

**City of Fayetteville, AR
Request for Proposal
RFP 15-02, Mount Kessler Trails Master Plan**

The City of Fayetteville, Arkansas, is requesting sealed proposals from experienced professionals interested in providing a master plan for Mount Kessler trails.

To be considered, sealed proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, by **Friday, April 10, 2015 before 2:00:00 PM**, local time. No late submittals shall be accepted.

Forms & addendums can be downloaded from the City's web site at www.fayetteville-ar.gov. All questions regarding the process should be directed to Andrea Foren Rennie, CPPO, CPPB at aforen@fayetteville-ar.gov or (479)575-8220.

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

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

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

CITY OF FAYETTEVILLE, AR

By: Andrea Foren Rennie, CPPO, CPPB
Title: Purchasing Agent
Ad date: 03/16/2015

City of Fayetteville
RFP 15-02, Mount Kessler Trails Master Plan
SECTION A: General Terms & Conditions

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- e. All Proposers shall submit six (6) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- f. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- g. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- h. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

- i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- j. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- l. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City

agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in

which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

28. PERIOD OF CONTRACT:

Services performed pursuant to this Contract shall commence upon execution of this agreement and continue until project is completed.

City of Fayetteville

RFP 15-02, Mount Kessler Trails Master Plan

SECTION B: Scope of Services and General Information

BOB CAMPBELL, NET

1. **PURPOSE & OVERVIEW:** The City of Fayetteville, Arkansas, hereinafter referred to as "the City", seeks proposals in response to this Request for Proposal from experienced and qualified firms to provide master trails plan for Mount Kessler.

Mount Kessler is approximately 367 acres of forested land with premier access from I-49. The City of Fayetteville has owned approximately 200 acres of land adjacent to Mount Kessler since 2010 and is beginning construction of a regional park on the land. The park will include a variety of recreational opportunities including baseball, softball, tennis, soccer, basketball, pavilions, restrooms, and a trail head for the Mount Kessler trails. The additional 367 acres of forested land was acquired in 2014 as a forest preserve, mountain bike and hiking destination through a partnership between the Walton Family Foundation, the Fayetteville Natural Heritage Association and the City of Fayetteville.

The land contains approximately seven miles of existing natural surface trails that traverse the rugged terrain which were built by local volunteers. The area is currently popular among runners, birders, hikers and cyclists. Additionally the property has hosted many school classes for outdoor and environmental education.

An ecological assessment as well as other studies have been summarized and shall be utilized for trail planning purposes. The area has many stakeholders who will be an integral part of the planning process.

2. **INTENT:** The City desires to create a master plan for existing and proposed trails on the mountain that will connect to the Regional Park. The City expects all best practices to be incorporated into the plan. Additionally, all existing studies are expected to be referenced and used to inform the design. Ride-ability, diverse user experience, risk management and exposure to the unique character the mountain offers should be part of the design focus.

The City desires to offer trails that meet a wide range of skill levels for cyclists, and also incorporates trails specifically for wildlife observation such as birding, and hiking. The design shall adhere to the International Mountain Biking Association's Trail Solutions Guide.

The City expects the planning process to engage the public and existing stakeholder groups to ensure a well-rounded plan is developed.

3. **SCOPE OF WORK:** While the exact range and extent of services is subject to negotiation, it is anticipated that the selected firm shall provide, as a minimum, professional services and adequately experienced dedicated personnel necessary to perform the following:

- a. **Assess existing trail conditions**

- i. Conduct site assessment to determine trail conditions, width, slope, etc.

- ii. Identify environmentally sensitive areas referencing the existing environmental assessment and all other available studies.
- iii. Identify areas of opportunity for trail improvement or needed re-routing.
- iv. Identify areas for expansion.

b. Facilitate Public Input Process

- i. Identify user groups and stakeholders to engage in input sessions
- ii. Facilitate public meetings
- iii. Present plan to the Parks and Recreation Advisory Board and City Council.

c. Prepare Master Plan

- i. Provide graphic depiction of trail system.
- ii. Provide digital CAD or GIS file for proposed trail routes.

4. PROPOSAL CONTENTS: Proposals should be structured in the following manner.

- a. Structure:** Proposals shall be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Proposers shall limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, forms required by the City for completion, and tab/divider sheets.

i. Background

- 1. Services provided by the firm that relate to a master planning process.
- 2. Experience, credentials and association memberships of staff that will work on this project.
- 3. Provide sample projects similar in scope and process within the past five years.
- 4. Provide information on relevant experience working with government agencies.
- 5. Provide a general description of the firm, its history, primary types of work, organizational structure, etc.

ii. Administration, Organization, Pricing and Staffing

- 1. Describe master plan process. Explain what distinguishes your processes and approach from those of others.
- 2. Provide a proposed implementation schedule.

3. Describe what information and recommendations will be included in the master plan.
4. Explain the roles and responsibilities during the process, both of the submitting firm and the City.
5. Explain the expectations of the City's boards and staff during the master plan process.

iii. Provide information regarding the resources and involvement which will be requested from the City.

iv. Provide three (3) client references, including name, title, organization, telephone number, and email address for which you have performed similar scope of work for within the past five (5) years.

- b. **Expertise:** The consultant shall demonstrate knowledge of and experience with the International Mountain Biking Association trail building standards.

The selected consultant shall demonstrate significant experience in trail assessments, maintenance, and construction, and will have the ability to diagnose problems and recommend appropriate trail solution prescriptions.

The selected consultant shall demonstrate expertise in working within an environmentally sensitive setting and in the construction of nature trails in similar setting and under similar specifications.

- c. **Fees:** Provide proposed fees for the services defined herein. The fee shall include all travel, design services, expenses to be reimbursed, and any other cost to be incurred by the City of Fayetteville.

5. **CONTRACT FORMATION:** If the negotiation produces mutual agreement, the draft contract as a part of this package shall be constructed and forwarded to the Fayetteville City Council for final approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

6. **SELECTION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score each proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

Following the evaluation of the proposals, the Selection Committee may request the top ranking firms make an oral presentation or be interviewed. Any presentations/interview will take place in Fayetteville, Arkansas. Meeting notices and information will be sent by the Purchasing Division.

- 1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed.
 - 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
 - 3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
 - 4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Proposers shall provide a list of similar jobs performed and person whom the City can contact for information.
 - 5) 15% **Price:** Proposers shall list all fees and expenses to be paid by the City and shall be structured in a not to exceed manner.
7. **ADDITIONAL DOCUMENTS AND INFORMATION:** The following documents are included with this solicitation as additional information.
- a. Appendix A: Rapid Terrestrial Ecological Assessment of Kessler Mountain Preserve by Theo Witsell
 - b. Appendix B: An analysis of the Old Growth Forest Parcels on Kessler Mountain by Alan Edmonson
8. **ANTICIPATED PROJECT TIMELINE:** subject to change

Date	Time	Description
Monday, March 16, 2015	N/A	Advertisement of RFP
Friday, April 10, 2015	Before 2:00:00 PM, local time	Deadline to submit sealed Proposals
Friday, April 17, 2015	1:00 PM	Deadline to submit vendor signed contract to City Council for approval
Tuesday, April 28, 2015	4:30 PM	City Council Agenda Session
Tuesday, May 05, 2015	5:30 PM	City Council Meeting to consider contract

City of Fayetteville
RFP 15-02, Mount Kessler Master Trails Plan
SECTION C: Signature Submittal

1. DISCLOSURE INFORMATION

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

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

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

X 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: PROGRESSIVE TRAIL DESIGN

Primary Contact: WOODY Title of Primary Contact: PRESIDENT

Phone#1 (cell preferred): 479-966-0286 Phone#2: _____

E-Mail Address: WOODY@PROGRESSIVETRAILDESIGN.COM

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same

extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:

Pricing shall be attached as a separate form and shall be inclusive of any and all charges, fees, expenses, etc.

5. DEBARMENT CERTIFICATION:

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

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PRINTED NAME: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

AGREEMENT
For
PROFESSIONAL DESIGN SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
DESIGNER

THIS AGREEMENT is made as of _____, 2015, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Progressive Trail Design (hereinafter called DESIGNER).

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

DESIGNER shall serve as CITY OF FAYETTEVILLE's professional design consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of DESIGNER's services. All services shall be performed under the direction of a professional Designer 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 DESIGNER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of DESIGNER.
- 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 DESIGNER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by DESIGNER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 DESIGNER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. DESIGNER and CITY OF FAYETTEVILLE agree that DESIGNER has full responsibility for the Design 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 DESIGNER.
- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist DESIGNER by placing at DESIGNER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist DESIGNER in obtaining access to property reasonably necessary for DESIGNER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by DESIGNER and render in writing decisions pertaining thereto.
- 3.1.5 The Park Planning Superintendent is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Park Planning Superintendent 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.
- 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to DESIGNER 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. DESIGNER 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 DESIGNER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$26,320**. The CITY OF FAYETTEVILLE shall compensate DESIGNER based 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 DESIGNER'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 DESIGNER and approved by CITY OF FAYETTEVILLE. Applications for payment shall

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

5.3 Payments

- 5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of DESIGNER'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 DESIGNER 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, DESIGNER 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 DESIGNER 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 DESIGNER 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, DESIGNER will maintain (in United States Dollars) the following minimum insurance coverages:

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

DESIGNER 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 DESIGNER 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 DESIGNER's services.

6.2 Professional Responsibility

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

6.3 Cost Opinions and Projections

- 6.3.1 Cost opinions and projections prepared by DESIGNER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on DESIGNER's experience, qualifications, and judgment as a design professional. Since DESIGNER 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, DESIGNER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by DESIGNER.

6.4 Changes

- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of DESIGNER'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 DESIGNER.

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 DESIGNER 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 DESIGNER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of DESIGNER's default.
- 6.5.4 If termination for default is effected by DESIGNER, 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 DESIGNER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by DESIGNER 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, DESIGNER 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 DESIGNER 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 DESIGNER to fulfill contractual obligations, it is determined that DESIGNER 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 DESIGNER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond DESIGNER's reasonable control, DESIGNER shall be entitled to additional compensation and time for reasonable costs incurred by DESIGNER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

- 6.7.1 DESIGNER'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 DESIGNER 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 DESIGNER 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 DESIGNER 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 DESIGNER 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 DESIGNER 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 DESIGNER for services rendered by DESIGNER.

6.10 Publications

- 6.10.1 Recognizing the importance of professional development on the part of DESIGNER's employees and the importance of DESIGNER's public relations, DESIGNER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to DESIGNER'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 DESIGNER. 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 DESIGNER's activities pertaining to any such publication shall be for DESIGNER'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 DESIGNER 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, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. DESIGNER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Design documents, computer models, drawings, specifications and other hard copy or electronic media prepared by DESIGNER as part of the Services shall become the property of CITY OF FAYETTEVILLE when DESIGNER has been compensated for all Services rendered, provided, however, that DESIGNER shall have the unrestricted right to their use. DESIGNER 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 DESIGNER.
- 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. DESIGNER 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:
113 West Mountain Street
Fayetteville, Arkansas 72701

DESIGNER's address:
3589-3 N. Shiloh Drive #222
Fayetteville, AR 72703

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and DESIGNER 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 DESIGNER 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 DESIGNER 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 DESIGNER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by DESIGNER, 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 DESIGNER

- 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 DESIGNER 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 DESIGNER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by DESIGNER'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 DESIGNER's obligations under this clause are in addition to DESIGNER'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 DESIGNER 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 DESIGNER 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 DESIGNER 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. DESIGNER shall also maintain the financial information and data used by DESIGNER 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. DESIGNER 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 DESIGNER;

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 DESIGNER 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 DESIGNER 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 DESIGNER or any of DESIGNER'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 DESIGNER 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 DESIGNER as it could pursue in the event of a breach of the Agreement by DESIGNER. 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 DESIGNER 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, DESIGNER 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 DESIGNER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

DESIGNER

By : _____
Mayor, Lioneld Jordan

By:  _____

ATTEST:

By: _____
City Clerk

Title: **President**
Progressive Trail Design, LLC

END OF AGREEMENT FOR PROFESSIONAL DESIGN SERVICES



Project: Kessler Mountain Trails Master Plan

Date: 5.15.2015

SCOPE OF WORK:

Field Work:

- 1. Overall Site Assessment** - This consists of scouting the whole site, determining property boundaries, identifying opportunities and constraints, identifying environmentally sensitive areas (this will be done with the assistance of OERI), identify positive and negative control points, and identify rough idea of where trail expansion feasibility.
- 2. Existing Trail Assessment** - Assess all 8 miles of existing trail. Identify any poorly aligned segments, drainage issues or flow issues. Make recommendations for improvements and GPS those recommendations to be applied to overall map.
- 3. Conceptual Layout** - Through the input from Public & Stakeholder Meetings, we will determine the desired amount and types of trail that we feel is appropriate for Kessler Mountain and begin to layout conceptual trails.
- 4. Final Layout** - Once there has been a consensus established about what new trails and our reroutes and additions are acceptable, we will begin to ground truth the trails and GPS their general alignment. These alignments will go on the first draft for review and comment.
Note: This is still conceptual layout; we will not be responsible for final flagging and alignment.

Deliverables:

Master Plan Proposal - After comments and revisions, we will compile the map, all field notes, proposed trails with descriptions and support images, and a budget for construction into one comprehensive document along with a separate map/plan.

Signage Plan – A plan that shows locations of signs and designs based on the NWA Sign Plan.



Basecamp:

- Basecamp (www.basecamp.com) is a project management/collaboration tool that we will use for most of our correspondence. It is a simple, concise, easy to use tool that keeps all files and comments regarding the project in one place.
- Setup; All team members, city staff and key stakeholders will be invited to the program through an email invite. You will be prompted to set up a profile. Just follow steps. You will then receive email notifications when a post is made and you can reply through your email or “view on basecamp” and comment through the program. There is also an app for iPhone and other devices.
- Protocol: The only function that you need to use is “Discussions”. We use this like a folder structure or forum. There will be different discussion threads posted with different topics, such as, “Working Concepts”, “Existing Plans”, “Base Maps”, etc... All you need to do is select the topic that fits the content you want to post and comment under that thread (scroll to bottom to post, eventually there will be a long list of comments). You will want to make sure to upload any files through the “discussions” as well. Please ignore the other “Upload File” option on the home page. It will get lost if you upload files there.
- Its important that protocol is followed or this program can get very cluttered and confusing. Any questions: woody@progressivetraildesign.com. 479-966-0286.

Meetings:

1. **Initial Stakeholder Meeting.** The City and Designer will together establish a steering committee prior and meet to discuss direction of project.
2. **Public Input Session #1** – Led by Alta
3. **Presentation of “Conceptual Plan-Draft 1”.** Present initial concepts to steering committee. Gather comments, make revisions and prepare plan to present to public.
4. **Public Input Session #2** – Led by Alta. Present Conceptual Plan-Draft 1 to Public. Record comments and share with steering committee.
5. **Conference Call.** Discuss possible revisions to plan from Public Input Session. This could also be accomplished through Basecamp comments.
6. **Presentation of “Conceptual Plan-Draft 2”.** Present to steering committee. This would be getting close to final plan. Final revision should come from this meeting.



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Tentative Agenda
June 2, 2015
Page 136 of 359

7. Presentation of Final Plan. Present final to steering committee. Integrate final changes.

8. Public Input Session #3 – Led by Alta. Present Final Plan to Public. This Session is TBD and could happen prior to other meeting listed above.

9. Submit Final Plan to Park & Rec. Advisory Board and City Council.

*Approx. 16 hours of Meeting Time Estimated.

Proposed Project Schedule (subject to change):

June 8 - Notice To Proceed Projected Date

June 15-19 - Initial Stakeholder Meeting. Create Steering Committee

July 6-10 – Public Input Session #1

July - Field Work; Overall Site Assessment, Existing Trail Assessment, Conceptual-Draft 1

August 3-7 - Presentation of Draft 1 Conceptual Layout to Steering Committee

August 10-14 - Public Input Session #2

August/September - Field Work; Ground Truth New Trails and Reroutes. Prepare Conceptual Plan-Draft 2

September 21-25 - Present Conceptual Plan Draft#2 to Steering Committee

October 5-16 – Submit Final Plan & Document to Steering Committee.

October 19-23 – Public Input Session #3 (TBD)

Halloween – Submit Final Plan to Park & Rec. Advisory Board and City Council.

Note: Schedule will largely hinge on timing of comments and revisions from steering committee and public. Also, since there is no defined amount of trail that we will be designing at this point, we are only guesstimating time needed based on our knowledge of the area and what we feel is appropriate in terms of trail expansion.



PROGRESSIVE TRAIL DESIGN, LLC.

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Tentative Agenda
June 2, 2015
Page 137 of 359

FEE:

FIELD WORK; OVERALL SITE & EXISTING TRAIL ASSESSMENT - \$6,400.00

FIELD WORK; FINAL ALIGNMENT - \$10,240.00

ENVIRONMENTAL CONSULTING - \$2,000.00

MEETINGS (approx. 16hrs estimated) - \$4,480.00

MAPPING & PREPARATION OF PROPOSAL - \$3,200.00

TOTAL ESTIMATE: \$26,320.00

Hourly Rate Schedule (for additional services):

PTD-Lead Designer - \$100/hr

PTD-Trail Designer - \$80/hr

PTD-Landscape Architect - \$90/hr

ALTA-\$187/hr

OERI-\$60/hr

Sincerely,

Nathan Woodruff (Woody)

President & Founder – Progressive Trail Design

woody@progressivetraildesign.com

479.966.0286

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order)										Requisition No.:		Date: 5/15/2015	
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov . Purchase shall not be made until an actual PO has been issued.										P.O Number:			
Vendor #: 25593		Vendor Name: Progressive Trail Design, LLC		Legistart#: 2015-0253		☐ YES ☐ NO Mail		☐ YES ☐ NO Taxable		☐ YES ☐ NO Quotes Attached		☐ YES ☐ NO Expected Delivery Date:	
Address: 3589-3 N. Shiloh Drive # 222		State: AR		Zip Code: 72703		Ship to code:		Requester's Employee #: 2369		Extension: 3469			
City: Fayetteville		Unit Cost		Extended Cost		Account Number		Project Sub#		Inventory #		Fixed Asset #	
Requester: Alison Jumper		Quantity		Unit of Issue		Requester's Employee #: 2369		Project Sub#		Inventory #		Fixed Asset #	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #				
1	Kessler Mountain Trails Master Plan per RFP 15-02	1	LS	26,320.00	\$26,320.00	4470.9470.5314.00	14013.1						
2					\$0.00								
3					\$0.00								
4					\$0.00								
5					\$0.00								
6					\$0.00								
7					\$0.00								
8					\$0.00								
9					\$0.00								
10					\$0.00								
*	Shipping/Handling		Lot		\$0.00								
Special Instructions: Tax is included													
Subtotal: \$26,320.00 Tax: Total: \$26,320.00													
Approvals:													
Mayor: _____				Department Director: _____				Purchasing Manager: _____					
Chief Financial Officer: _____				Budget Director: _____				IT Director: _____					
Dispatch Manager: _____				Utilities Manager: _____				Other: _____					



City of Fayetteville, Arkansas

Tentative Agenda
June 2, 2015
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323
Page 19 of 359

Text File

File Number: 2015-0228

Agenda Date: 6/2/2015

Version: 1

Status: First Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 1

RZN 15-4965 (SOUTH END OF RUPPLE RD./RUPPLE ROAD EXTENSION CORRIDOR)

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-4965, FOR APPROXIMATELY 642 ACRES, LOCATED AT THE SOUTHERN END OF RUPPLE ROAD FROM R-A, RESIDENTIAL-AGRICULTURE; RSF-1, RESIDENTIAL SINGLE FAMILY ONE UNIT PER ACRE; RSF-4, RESIDENTIAL SINGLE FAMILY FOUR UNITS PER ACRE; AND RSF-8, RESIDENTIAL SINGLE FAMILY EIGHT UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES, UT, URBAN THOROUGHFARE; AND R-A, RESIDENTIAL AGRICULTURAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from R-A, Residential-Agriculture; RSF-1, Residential Single Family One Unit Per Acre; RSF-4, Residential Single Family Four Units Per Acre; and RSF-8, Residential Single Family Eight Units Per Acre to NC, Neighborhood Conservation; CS, Community Services; UT, Urban Thoroughfare; and R-A, Residential Agriculture, as shown on Exhibit "A" attached hereto and made a part hereof.

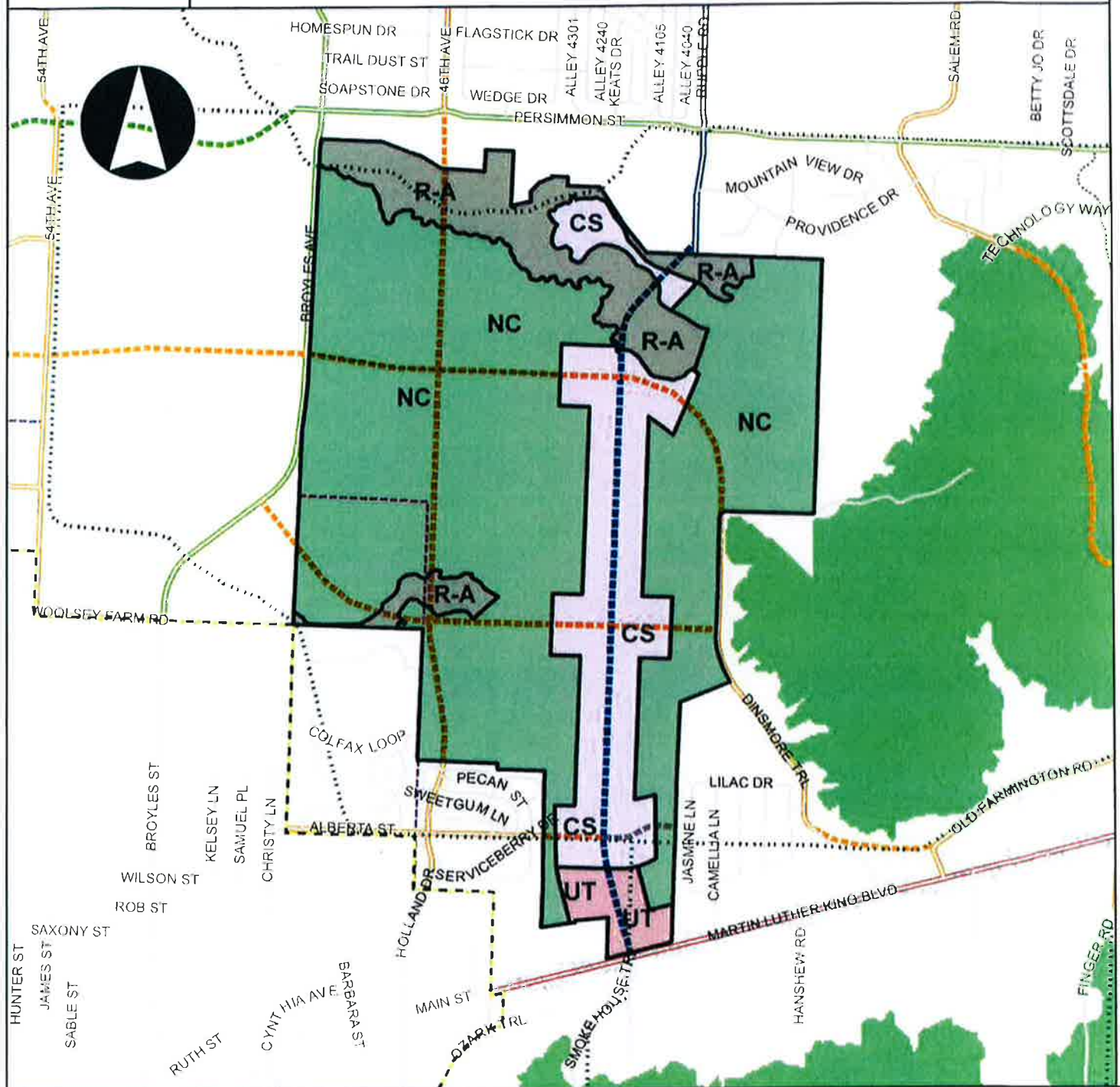
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

EXHIBIT 'A'

RZN15-4965

SOUTH RUPPLE ROAD REZONING

Proposed Zoning



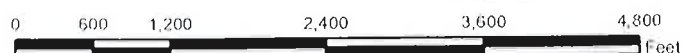
Overview

Legend

- Multi-Use Trail (Existing)
- Future Trails
- RZN15-4965
- Fayetteville City Limits
- Planning Area

Proposed Rezoning:

- CS, Community Services
- NC, Neighborhood Conservation
- R-A, Residential Agricultural
- UT, Urban Thoroughfare
- TOTAL**



107.3 ACRES
442.1 ACRES
77.3 ACRES
15.3 ACRES
642 ACRES

City of Fayetteville Staff Review Form

2015-0228

Legistar File ID

5/19/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jeremy Pate

5/1/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-4965: Rezone (SOUTH END OF RUPPLE RD./RUPPLE ROAD EXTENSION CORRIDOR, 478): Submitted by PLANNING STAFF for property located at the SOUTH END OF RUPPLE RD. The property contains approximately 642 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES; UT, URBAN THOROUGHFARE; and R-A, RESIDENTIAL AGRICULTURAL.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

MEETING OF MAY 19, 2015

TO: Fayetteville City Council

FROM: Andrew Garner, City Planning Director

DATE: May 1, 2015

SUBJECT: **RZN 15-4965: Rezone (SOUTH END OF RUPPLE RD./RUPPLE ROAD EXTENSION CORRIDOR, 478):** Submitted by PLANNING STAFF for property located at the SOUTH END OF RUPPLE RD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL; RSF-8, RESIDENTIAL SINGLE FAMILY EIGHT UNITS PER ACRE; RSF-4, RESIDENTIAL SINGLE FAMILY FOUR UNITS PER ACRE; RSF-1, RESIDENTIAL SINGLE FAMILY ONE UNIT PER ACRE and contains approximately 642 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES; UT, URBAN THOROUGHFARE; and R-A, RESIDENTIAL AGRICULTURAL.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to NC, Neighborhood Conservation; CS, Community Services; UT, Urban Thoroughfare; and R-A, Residential-Agriculture with special consideration given to the environmentally sensitive wet prairie habitat as discussed herein.

BACKGROUND:

The City will soon begin construction on a major new street connection by extending Ruppel Road approximately 1.5 miles south from the existing dead end of Ruppel Road adjacent to Owl Creek Elementary to Martin Luther King Junior Boulevard. This road project will also be accompanied by a trail connection along the new corridor. The new road will be built as a Principal Arterial with four lanes and a boulevard. Round-a-bouts will be installed approximately every half mile at the planned east-west Collector Street intersections. Construction is scheduled to begin in 2015 and be completed by the end of 2016.

The extension of Ruppel Road has been included on the Master Street Plan for at least 15 years dating back to the Master Street Plan adopted in 2000. Ruppel Road has long been planned as the major north-south transportation corridor in the city west of I-49. The completion of this major new infrastructure project will change traffic patterns and open up several hundred acres of farmland for development that currently has no or limited access. Staff has been in consultation with several developers and property owners in the vicinity that are anticipating building new development in this area after the completion of the city's project. With multiple developers discussing potential rezonings and development of various pieces along this corridor, staff is bringing forward a comprehensive zoning proposal for the entire area to better enable staff, Planning Commission, and City Council to think through the rezoning of this property as a whole,

rather than piecemeal applications from individual property owners. In addition, after the City Council approved the cross-section of Ruppel Road to be designed, several council members requested that the mayor ask staff to prepare a zoning proposal for this new corridor, prior to its completion.

Property Description: This is a large undeveloped area of approximately 642 acres within the City limits in between Wedington Drive and Martin Luther King Junior commercial corridors to the north and south, the Westside Wastewater Treatment Plant to the west, and the Mountain Ranch/I-49 corridor to the east. The existing zoning of the proposed rezoning area is indicated in *Table 1* and the surrounding land use and zoning is depicted in *Table 2*.

Table 1

Existing Zoning	Acres (approximate)
RSF-1, Residential Single Family One Unit per Acre	372
R-A, Residential Agricultural	230
RSF-8, Residential Single Family Eight Units per Acre	27
RSF-4, Residential Single Family One Unit per Acre	13
TOTAL	642

Table 2

Direction from Site	Land Use	Zoning
North	Cedar Crest Academy; Katherine's Place (assisted living); single family residential; Owl Creek School	RSF-4; R-A; P-1
South	Ozark Mountain Smokehouse; undeveloped; Commercial and office	RSF-4; R-A
East	Undeveloped; rural residential; Magnolia Crossing Subdivision	RSF-4; R-A; RSF-1; RMF-24; C-1
West	Mixed commercial; Walnut Crossing and The Coves Subdivisions; Westside Wastewater Treatment Plant	R-O; R-A; R-PZD; R-A

Request: The City Planning Division requests to rezone the south Ruppel Road Corridor to the following zoning districts listed in *Table 3*, depicted in the attached rezoning exhibit, and generally described as follows:

Table 3

Proposed Zoning	Acres (approximate)
NC, Neighborhood Conservation	442.1
CS, Community Services	107.3
R-A, Residential Agricultural	77.3
UT, Urban Thoroughfare	15.3
TOTAL	642

Staff recommends that form-based/mixed use zoning be concentrated around the Ruppel Road corridor and Collector Street intersections, and that the periphery of the study area adjacent to

existing single family dwellings be rezoned for single family dwellings to provide adequate transition and compatibility amongst existing uses.

DISCUSSION:

April 13, 2015 Planning Commission: This request was discussed at the April 13, 2015 Planning Commission meeting. At that meeting seven members of the public spoke with their comments generally summarized as follows:

- Three people spoke primarily about the unique wet prairie habitat of the area.
- One person spoke about concerns with the Urban Thoroughfare zoning adjacent to the Magnolia Crossing neighborhood.
- One person spoke about the development potential of the area.
- One of the land owners in the rezoning area discussed that they have plowed and leveled these fields for farming for the past 50 years.
- An adjoining neighbor discussed vehicular access into the Walnut Crossing neighborhood, support for the new Ruppel Road, and preservation of the western half of the rezoning area.

Prior to the April 27th Planning Commission meeting, staff met with several members of the public to discuss their concerns related to the natural resources on the subject property. As a result of that meeting, an exhibit was provided by the public to the Planning Commission generally indicating an area of this property they felt had the highest quality habitat. This exhibit is attached to the staff report. In addition, the rezoning proposal was modified in the southern portion of the property to provide additional buffer of NC, Neighborhood Conservation zoning between the Walnut Crossing and Magnolia Crossing neighborhoods and the proposed UT, Urban Thoroughfare zoning.

April 27, 2015 Planning Commission: On April 27, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 7-0-0, making a recommendation for the council to give special consideration to the environmentally sensitive areas discussed at the two Planning Commission meetings. In addition, the commission recommended that the council consider the possibility of a Future Land Use Plan Amendment to recognize sensitive habitat areas and/or a policy decision to accept parkland dedication instead of money for preservation of the sensitive wet prairie habitat as this property develops. One commissioner recommended that the council consider adopting an ordinance for conservation subdivision development patterns in this area.

Two members of the public spoke at the April 27th meeting. One person discussed the exhibit of habitat areas and spoke in favor of the option to accept parkland for the wet prairie habitat, and the other person asked about the proximity of the UT zoning to the Magnolia Crossing neighborhood.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: April 27, 2015 *Updated with Planning Commission results*

SUBJECT: **RZN 15-4965: Rezone (SOUTH END OF RUPPLE RD./RUPPLE ROAD EXTENSION CORRIDOR, 478):** Submitted by PLANNING STAFF for property located at the SOUTH END OF RUPPLE RD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL; RSF-8, RESIDENTIAL SINGLE FAMILY EIGHT UNITS PER ACRE; RSF-4, RESIDENTIAL SINGLE FAMILY FOUR UNITS PER ACRE; RSF-1, RESIDENTIAL SINGLE FAMILY ONE UNIT PER ACRE and contains approximately 642 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION, CS, COMMUNITY SERVICES, UT, URBAN THOROUGHFARE, and R-A, RESIDENTIAL AGRICULTURAL.

RECOMMENDATION:

Staff recommends forwarding **RZN 15-4965** to the City Council.

BACKGROUND:

April 13, 2015 Planning Commission: This request was discussed at the April 13, 2015 Planning Commission meeting. At that meeting seven members of the public spoke with their comments generally summarized as follows:

- Three people spoke primarily about the unique environmental habitat of the area.
- One person spoke about concerns with the Urban Thoroughfare zoning adjacent to the Magnolia Crossing neighborhood.
- One person spoke about the development potential of the area.
- One of the land owners in the rezoning area discussed that they have plowed and leveled these fields for farming for the past 50 years.
- An adjoining neighbor discussed vehicular access into the Walnut Crossing neighborhood, support for the new Ruppel Road, and preservation of the western half of the rezoning area.

Current Proposal: As a result of comments at the April 13, 2015 Planning Commission meeting, staff has removed UT, Urban Thoroughfare, zoning adjacent to the Magnolia Crossing and Walnut Crossing neighborhoods at the southern end of the corridor. A buffer of at least 100 feet wide of NC, Neighborhood Conservation, zoning is proposed between these neighborhoods and the UT zoning. Staff recommends that the commission forward this rezoning to the City Council for their discussion, making special mention of the environmental concerns discussed and documented in the meeting minutes and the handout attached to this report from a member of the public.

Background: The City will soon begin construction on a major new street connection by extending Ruppel Road approximately 1.5 miles south from the existing dead end of Ruppel Road adjacent

to Owl Creek Elementary to Martin Luther King Junior Boulevard. This road project will also be accompanied by a trail connection along the new corridor. The new road will be built as a Principal Arterial with four lanes and a boulevard. Round-a-bouts will be installed approximately every half mile at the planned east-west Collector Street intersections. Construction is scheduled to begin in 2015 and be completed by the end of 2016.

The extension of Ruppel Road has been included on the Master Street Plan for at least 15 years dating back to the Master Street Plan adopted in 2000. Ruppel Road has long been planned as the major north-south transportation corridor in the city west of I-49. The completion of this major new infrastructure project will change traffic patterns and open up several hundred acres of farmland for development that currently has no or limited access. Staff has been in consultation with several developers and property owners in the vicinity that are anticipating building new development in this area after the completion of the city's project. With multiple developers discussing potential rezonings and development of various pieces along this corridor, staff is bringing forward a comprehensive zoning proposal for the entire area to better enable staff, Planning Commission, and City Council to think through the rezoning of this property as a whole, rather than piecemeal applications from individual property owners. In addition, after the City Council approved the cross-section of Ruppel Road to be designed, several council members requested that the mayor ask staff to prepare a zoning proposal for this new corridor, prior to its completion.

Property Description: This is a large undeveloped area of approximately 642 acres within the City limits in between Wedington Drive and Martin Luther King Junior commercial corridors to the north and south, the Westside Wastewater Treatment Plant to the west, and the Mountain Ranch/I-49 corridor to the east. The existing zoning of the proposed rezoning area is indicated in *Table 1* and the surrounding land use and zoning is depicted in *Table 2*.

Table 1

Existing Zoning	Acres (approximate)
R-A, Residential Agricultural:	230
RSF-8, Residential Single Family Eight Units per Acre:	27
RSF-4, Residential Single Family Four Units per Acre:	13
RSF-1, Residential Single Family One Unit per Acre:	372
TOTAL	642

Table 2

Direction from Site	Land Use	Zoning
North	Cedar Crest Academy; Katherine's Place (assisted living); single family residential; Owl Creek School	RSF-4; R-A; P-1
South	Ozark Mountain Smokehouse; undeveloped; Commercial and office	RSF-4; R-A
East	Undeveloped; rural residential; Magnolia Crossing Subdivision	RSF-4; R-A; RSF-1; RMF-24; C-1
West	Mixed commercial; Walnut Crossing and The Coves Subdivisions; Westside Wastewater Treatment Plant	R-O; R-A; R-PZD; R-A

DISCUSSION:

Request: The City Planning Division requests to rezone the south Ruppel Road Corridor to the following zoning district listed in *Table 3*, depicted in the attached rezoning exhibit, and generally described as follows:

Table 3

Proposed Zoning	Acres (approximate)
R-A, Residential Agricultural	77.3
NC, Neighborhood Conservation	442.1
CS, Community Services	107.3
UT, Urban Thoroughfare	15.3
TOTAL	642

Staff recommends that mixed use zoning be concentrated around the Ruppel Road corridor and Collector Street intersections, and that the periphery of the study area adjacent to existing single family dwellings be rezoned for single family dwellings to provide adequate transition and compatibility amongst existing uses.

Specifically, the immediate corridor along Ruppel Road is proposed with mixed use form-based zoning districts (CS and UT) that would allow a wide range of housing options and neighborhood-serving retail and services. This includes a variety of single family attached and detached units, multi-family dwellings, and non-residential goods and services. Outside the corridor would be zoned NC, Neighborhood Conservation. NC allows a maximum of 10 single family dwelling units per acre. The procession of zoning districts that allow and encourage a range of neighborhood services in close proximity enables residents the opportunity to walk/bike from surrounding areas. Targeted with this proposal is a maximum ½-mile, or a 10 minute walk, which is ideal. Due to the environmental sensitivity of the riparian and wet prairie in the study area, staff recommends that all of the land identified as Natural Area on the Future Land Use Plan be zoned R-A, Residential Agricultural. With a closer look at the extent of these areas in the future, the zoning could be changed in very specific areas, for low impact development patterns, if necessary.

Existing Non-conforming situations: All land uses present at the time of rezoning will be protected under *UDC Section 164.12 Non-conforming Structures, Uses, and Lots*. Existing agricultural and animal husbandry operations may continue subject to the rules of section 164.12. Other than areas currently zoned R-A where agricultural uses are permitted by right, the proposed zoning would expand and increase the residential intensity and density over and above those currently allowed within the existing zonings.

Notification and Public Comment: Planning staff sent letters via certified mail to each subject property owner, describing the rezoning process for the their property and noting the public hearing date, time, and location. Staff has spoken with several of the property owners that are proposed to be rezoned with no objections to the proposal. Planning staff has spoken with some surrounding property owners in the rezoning area with no objections to the proposal.

INFRASTRUCTURE:

- Streets:** The subject property will have access to the newly constructed Ruppel Road (Principal Arterial) extension upon project completion through the center of the study area. The area is also accessed by Broyles Avenue (Minor Arterial) to the west, Martin Luther King Boulevard (Principal Arterial) to the south, Dinsmore Trail (Collector) to the east, and several other street stub-outs from surrounding neighborhoods.
- Water:** Public water is not available to this area. Future development along the Ruppel Road corridor will require a 12-inch water main extension from Martin Luther King Boulevard to the south or Ruppel Road to the north. These improvements would be required to be completed by a developer.
- Sewer:** Sanitary sewer is not available to the site. Future development along the Ruppel Road corridor will require sewer main extensions from an offsite location. These improvements would be required to be completed by a developer.
- Drainage:** Any additional improvements or requirements for drainage will be determined at time of development. This property contains areas of designated 100-year floodplain. The property contains protected streams per the Streamside Protection map. Portions of the subject property are located within the Hillside/Hilltop Overlay District.
- Fire:** This development will be protected by Engine 7 located at 835 Ruppel Road. It is 0.50 miles from the station to the study area with an anticipated response time of 2 minutes to the beginning of the study area. The Fire Department does not feel this rezoning will affect calls for service or response times.
- Police:** The Police Department discussed that they could see a substantial increase in the demand for police services in the area of the Ruppel Road corridor with the proposed construction of a four lane boulevard with three roundabouts. An appreciable increase in calls for service, as well as increase traffic and traffic accidents related to growth may be expected.

PLANNING COMMISSION ACTION: Required

Date: April 13, 2015

☒ Tabled

☐ Forwarded

☐ Denied

Motion: Chesser

Second: Autry

Vote: 9-0-0

Date: April 27, 2015

☐ Tabled

☒ Forwarded

☐ Denied

Motion: Chesser

Second: Selby

Vote: 7-0-0

Motion to forward with a recommendation for approval; paying special attention to the environmentally sensitive areas discussed at the two Planning Commission meetings. In addition, a recommendation that the council consider the possibility of a Future Land Use Plan amendment and/or accepting parkland for these sensitive upland prairie areas discussed and presented to the commission by the public.

CITY COUNCIL ACTION: Required

Date: _____

☐ Approved

☐ Denied

CITY PLAN 2030 FUTURE LAND USE PLAN:

The City Plan 2030 Future Land Use Plan map (FLUM) identifies this area primarily as a **Residential Neighborhood Area**, with **Natural Area** designations along isolated floodplains and riparian corridors and **City Neighborhood Area** at the intersection of Martin Luther King Boulevard. Almost the entire vicinity is on the Enduring Green Network map because it is largely undeveloped and contains high environmental quality including remnant prairie habitat.

This area has been indicated on the FLUM to be developed at moderate to medium density for a number of years. Staff's proposal is to rezone the area to allow an overall residential density of approximately eight dwelling units per acre. This threshold is generally the critical mass needed to support transit and other non-residential services in the immediate neighborhood. The intent is for the build-out to provide the opportunity for a self-sustaining neighborhood where residents can live, work, play and shop for a majority of their daily needs without having to drive long distances.

The study area is identified as having a high level of natural resources by the Fayetteville Natural Heritage Association (FNHA), a local non-profit group. Habitat in the study area is classified by the FNHA as prairie remnant and seasonal wetlands¹. As a result of the FNHA work and other City staff research, this study area was included on the Enduring Green Network (EGN) map. The EGN map resulted in designation of portions of this area as Natural Area on the FLUM. Staff's rezoning proposal directly responds to the EGN designation as described throughout this proposal. In staff's assessment, it appears that much of upland prairie habitat has been removed or disturbed to accommodate farming and grazing. Remnant prairie in the study area appears to be located particularly along the riparian corridors that have less disturbance. The Woolsey Wet Prairie Sanctuary is a 30-acre wetland mitigation site located on the City's wastewater treatment plant to the west of the study area. Due to the environmental sensitivity of the study area, staff recommends that all of the land identified as Natural Area be zoned R-A, Residential Agricultural. This zoning should result in conservation along these riparian corridors in exchange for higher density in other areas.

- **Residential Neighborhood Areas** are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family, multifamily and rowhouses. **Residential Neighborhood** encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features in the natural environment.
- **Natural Areas** consist of lands approximating or reverting to a wilderness condition, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, as identified in the FNHA study, many of which make up the backbone of the enduring green network. A **Natural Area** designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development for all construction.

¹ Fayetteville Natural Heritage Association Environmental Working Group Map 2008-2009

- **City Neighborhood Areas** are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multifamily. Non-residential uses range in size, variety and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

FINDINGS OF THE STAFF

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

Finding: The proposed zoning is compatible with the surrounding mix of primarily residential properties. While the zoning would allow a higher density and intensity than much of the surrounding low density residential use, the perimeter of the study area adjacent is proposed with zoning that only allows single family dwellings by right.

This area has been indicated on the FLUM to be developed at moderate to medium density for a number of years. Staff's proposal is to rezone the area to allow an overall residential density of approximately eight dwelling units per acre. This threshold is generally the critical mass needed to support transit and other non-residential services in the immediate neighborhood, consistent with City policy. The intent is for the build-out to provide opportunities for a self-sustaining neighborhood where residents can live, work, play and shop for a majority of their daily needs without having to drive long distances. The immediate corridor along Ruppel Road is proposed with a mixed use form-based zoning district that would allow a wide range of housing options and neighborhood-serving retail and services. This includes a variety of single family attached and detached units, multi-family dwellings, and non-residential goods and services. This would provide appropriate transition from the Owl Creek School and other institutional/community uses to the north and regional commercial to the south. Outside the corridor would be zoned NC, Neighborhood Conservation. NC allows a maximum of 10 single family dwelling units per acre consistent with the Residential Neighborhood designation.

The proposed zoning is consistent with planning objectives, principles, and policies put forward in the City Plan 2030, the FLUM, and Master Street Plan. The extension of Ruppel Road has been included on the Master Street Plan for at least 15 years dating back to the Master Street Plan adopted in 2000. Ruppel Road has long been planned as the major north-south transportation corridor in the city west of I-49. The completion of this major new infrastructure project will change traffic patterns and open up several hundred acres of farmland for development. The proposed zoning is consistent with future growth anticipated by City Council for many years.

This rezoning may have the appearance of extending urban sprawl into undeveloped areas. However, because of surrounding development and

need to accommodate long term planned growth, the rezoning is compatible with surrounding areas, been anticipated for a number of years, and is consistent with the primary goals of City Plan 2030. These goals include encouraging planned and orderly growth that is transit oriented, development patterns in traditional form creating great streets and allowing a diversity of uses and dwelling types for complete neighborhoods.

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

Finding: Staff finds that the proposed zoning is justified and needed to accommodate planned and orderly growth areas in the city. The City will be commencing construction of the Ruppel Road project in the next few months. The rezoning is needed at this time because of the impending development pressure that will result from this project. A comprehensive proposal and review of the zoning of this entire area at one time is appropriate given the timing of this major infrastructure project.

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

Finding: A rezoning of this size will allow a large volume of development that will increase traffic on surrounding roads. However, as discussed earlier in this report, the City's planned road project will be completed in the near future facilitating this planned growth. As individual developments are reviewed, on and off-site street improvements will be reviewed and recommended. One such recommendation for this area may include an assessment for developments to contribute money to the Persimmon Street overpass. This is a planned east-west connection over I-49 which will alleviate congestion at I-49/Wedington Road interchange.

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

Finding: The proposed rezoning will substantially increase population density over the current low density zoning that allows approximately 2 units per acre, or about 1,100 residents on the 642 acres. The proposed zoning is intended to result in a net density of approximately eight units per acre yielding approximately 3,210 residents on the 642 acres. The zoning would also allow non-residential services immediately along Ruppel Road and the collector street intersections. Development patterns allowed with the proposed zoning would create a significant increase and demand for public services over the existing zoning. However, this increase has been anticipated and is being spurred by the City's development of the Ruppel Road project.

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

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

Finding: N/A

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Existing and proposed zoning criteria
- Police Department comments
- Fire Department comments
- Staff's request letter
- April 13, 2015 Planning Commission handout from the public
- Rezoning exhibit/aerial photo
- Current land use map
- Close up map
- Future land use map
- One mile map

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half
----------------	----------

(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5195, 11-6-08; Ord. 5238, 5-5-09; Ord. 5479, 2-7-12)

161.05 District RSF-1, Residential Single-Family – One Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(C) *Permitted uses.*

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

(D) *Conditional uses.*

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

(E) *Density.*

Units per acre	1
----------------	---

(F) *Bulk and area regulations.*

Lot width minimum	150 ft.
Lot area minimum	35,720 Sq. Ft.
Land area per dwelling unit	35,720 Sq. Ft.

(G) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(H) *Building height regulations.*

Building Height Maximum	45 ft.
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Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(I) *Building area.* None.

(Code 1965, §160.44; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5462, 12-6-11)

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

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

(F) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

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

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

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

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

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

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

(3) *Land area per dwelling unit.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(E) *Setback requirements.*

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

(F) *Height regulations.*

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

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

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	56 ft.
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(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)

161.21 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) Permitted uses

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) Conditional uses

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) Lot width minimum

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) Lot area minimum. None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building height regulations.*

Building Height Maximum	56/84 ft.*
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*A building or a portion of a building that is located between 10 and 15 ft. from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 84 feet.

Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5353, 9-7-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the *Neighborhood Conservation* district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cottage Housing Development

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	80 ft. -
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Building height regulations.*

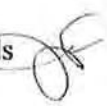
Building Height Maximum	45 ft.
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(Ord. 5128, 4-15-08; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)



M E M O R A N D U M

To: Andrew Garner

From: Captain Jamie Fields 

Date: April 9, 2015

Subject: RZN 15-4965

This document is in response to your request for comments on the proposed RZN 15-4965, the Ruppel Road South Rezoning Study Area.

The Fayetteville Police Department could see a substantial increase in the demand for police services in the area of the Ruppel Road corridor with the proposed construction of a four lane boulevard with three roundabouts. It is reasonable to believe the police department will encounter an appreciable increase in calls for service, as well as increased traffic and traffic accidents related to the growth.

Please contact me if you have any questions, or if you need additional information.



The City of Fayetteville Fire Department
303 W. Center St. Fayetteville, AR. 72701

Phone (479) 575-8365 Fax (479) 575-0471

To: Andrew Garner
From: Jeremy Ashley, Assistant Fire Marshal
Date: March 16, 2015
Re: Rezone RZN15-4965

This development will be protected by Engine 7 located at 835 Ruppel Road.
It is .5 miles from the station with an anticipated response time of 2 minutes to the beginning of the development.

The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Captain Jeremy Ashley
Fayetteville Fire Department

Honor, Commitment, Courage;
Our people make the difference!



THE CITY OF FAYETTEVILLE, ARKANSAS
CITY PLANNING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

www.accessfayetteville.org

March 04, 2015

City of Fayetteville, City Planning Division
Fayetteville, AR 72701

Tracy Hoskins, Chair
Fayetteville Planning Commission
City of Fayetteville, Arkansas
113 W. Mountain St
Fayetteville, AR 72701

Re: Rezoning Request of the South Ruppel Road Corridor

Dear Planning Commission Chair:

Please accept this letter as a request to rezone property located along the South Ruppel Road corridor generally bounded by Persimmon Street to the north and Martin Luther King Boulevard to the south.

The City will be constructing a major new street connection by extending Ruppel Road approximately 1.5 miles south from the existing dead end of Ruppel Road adjacent to Owl Creek Elementary to Martin Luther King Boulevard. The new road will be built as a Principal Arterial with four lanes and a boulevard. Round-a-bouts will be installed approximately every half mile at the planned east-west Collector Street intersections. Construction is scheduled to begin in 2015 and be completed by the end of 2016.

The extension of Ruppel Road has been included on the Master Street Plan for at least 15 years dating back to the Master Street Plan adopted in 2000. Ruppel Road has long been planned as the major north-south transportation corridor in the city west of I-49. The completion of this major new infrastructure project will change traffic patterns and open up several hundred acres of farmland for development. Staff has been in consultation with several developers and property owners in the vicinity that are anticipating building new development in this area after the completion of the city's project. With multiple developers discussing potential rezonings and development of various pieces along this corridor, staff is bringing forward a comprehensive zoning proposal for the entire area to better enable staff, Planning Commission, and City Council to think through the rezoning of this property as a whole, rather than piecemeal applications from individual property owners.

This is a large undeveloped area of approximately 600 acres within the City limits in the vicinity of the Wedington Drive and Martin Luther King commercial corridors to the north and south, the wastewater treatment plant to the west, and the Mountain Ranch/I-49 corridor to the east. This rezoning may have the appearance of extending urban sprawl into undeveloped areas. However, because of surrounding development and need to accommodate long term planned growth, the rezoning is compatible with surrounding areas, been anticipated for a number of years, and is consistent with the primary goals of City Plan 2030. These goals include encouraging planned and orderly growth that is transit oriented, development patterns in traditional form creating great streets and allowing a diversity of uses and dwelling types for complete neighborhoods. Staff recommends that mixed use zoning be concentrated around the Ruppel Road corridor and Collector Street intersections, and that the periphery of the study area adjacent to existing single family dwellings be rezoned for single family dwellings to provide adequate transition and compatibility amongst existing uses.

The City Plan 2030 Future Land Use Plan map (FLUM) identifies this area primarily as a Residential Neighborhood Area, with Natural Area designations along isolated floodplains and riparian corridors. Almost the entire vicinity is on the Enduring Green Network map because it is largely undeveloped and contains high environmental quality including remnant prairie habitat.

This area has been indicated on the FLUM to be developed at moderate to medium density for a number of years. Staff's proposal is to rezone the area to allow an overall residential density of approximately eight dwelling units per acre. This threshold is generally the critical mass needed to support transit and other non-residential services in the immediate neighborhood. The intent is for the build-out to be a self-sustaining neighborhood where residents can live, work, play and shop for a majority of their daily needs without having to drive long distances. The immediate corridor along Ruppel Road is proposed with a mixed use form-based zoning district that would allow a wide range of housing options and neighborhood-serving retail and services. This includes a variety of single family attached and detached units, multi-family dwellings, and non-residential goods and services. Outside the corridor would be zoned NC, Neighborhood Conservation. NC allows a maximum of 10 single family dwelling units per acre. It should be noted that gross density in a subdivision is typically much lower than the zoning allows because of the land required for utilities and streets.

The study area is identified as having a high level of natural resources by the Fayetteville Natural Heritage Association (FNHA), a local non-profit group. Habitat in the study area is classified by the FNHA as prairie remnant and seasonal wetlands¹. In staff's assessment, it appears that much of upland prairie habitat has been removed or disturbed to accommodate farming and grazing. Remnant prairie in the study area appears to be located particularly along the riparian corridors that have less disturbance. The Woolsey Wet Prairie Sanctuary is a 30-acre wetland mitigation site located on the City's wastewater treatment plant to the west of the study area. Due to the environmental sensitivity of the study area, staff recommends that all of the land identified as Natural Area be zoned R-A, Residential Agricultural. This zoning should result in conservation along these riparian corridors in exchange for higher density in other areas.

A rezoning of this size will allow a large volume of development that will increase traffic on surrounding roads. However, as discussed above, the City's planned road project will be completed in the near future to accommodate this planned growth. As individual developments are reviewed, on and off-site street improvements will be reviewed and recommended. One such recommendation for this area may include an assessment for developments to contribute money to the Persimmon Street overpass. This is a planned east-west connection over I-49 which will alleviate congestion at I-49/Wedington Road interchange.

Thank you for time and consideration of this request.

Sincerely,



Andrew Garner, AICP
City Planning Director
City of Fayetteville Development Services
agarner@fayetteville-ar.gov
479.575.8262

Att: Rezoning exhibit
Cc: Jeremy Pate, Development Services Director
Chris Brown, City Engineer

¹ Fayetteville Natural Heritage Association Environmental Working Group Map 2008-2009

Site History

- Prairie habitat is one of the rarest habitats found across the United States. Only ~1% of historical prairie remains intact. (1,2)
 - Virgin prairie habitat (unplowed with evidence of prairie mounds) can be restored!
 - Example: Woolsey Wet Prairie Sanctuary
- Woolsey Wet Prairie Sanctuary (WWPS)
 - Previously, unplowed agricultural fields, is now a successfully restored prairie habitat.
 - Over 450 documented plant species, including 7 rare species (3)
 - Over 200 documented bird species, including 1 state record (4)
 - 24 documented reptile and amphibian species recorded, including 2 rare species
 - Designated an Important Birding Area by the National Audubon Society
 - WWPS has become an important teaching, educational, and public resource

Reptiles and Amphibians

- Intensive surveys have revealed 24 reptile and amphibian species have colonized WWPS
 - Documented two species considered AR State Species of Greatest Conservation of Concern:
 - Graham's Crayfish Snake (*Regina grahamii*)
 - Only known population to exist within the Boston/Ozark Mountains
 - The last documented observation was from over 60 years ago
 - Over 200 captured within WWPS in 2014
 - Crawfish Frog (*Lithobates areolatus*)
 - Listed as State Endangered: Indiana and Iowa (6)
 - Species of Conservation Need: Illinois, Missouri, Kansas (6)
 - Near Threatened: International Union for Conservation of Nature (IUCN, 6)
 - Large breeding chorus documented in WWPS and individuals found crossing Broyles Ave from adjacent property

Important Considerations for Conserving Reptiles and Amphibians at WWPS and Adjacent Properties.

- Ephemeral (non-permanent) aquatic habitats (e.g. flooded fields) are important and deserve protection consideration
 - Permanent farm ponds, retention ponds, and streams are not as important
- Connectivity between suitable habitats is key!
 - Amphibians and reptiles have surprisingly large home ranges
 - e.g. Crawfish frog can migrate up to 400 meters from a breeding wetland (7)
 - Many species of reptile and amphibian are extremely secretive
 - e.g. Grahams Crayfish Snake went 60 years without being detected even with an R-1 university only 5 miles away
 - What might look like an empty grass field might provide important hibernation or post-breeding habitat to many amphibians and reptiles

Please keep these consideration in mind when determining future development and habitat protections within in Washington County. With your help we can grow as a city while maintaining our Biodiversity.

References

1. Samson, F. and F. Knopf. 1994. Prairie conservation in North America. Bioscience. 44: 418-421.
2. Gleason, R.A., M.K. Laubhan, N.H. Euliss Jr. (Eds.) 1998. Ecosystem services derived from wetland conservation practices in the United States Prairie Pothole Region with an emphasis on the U.S. Department of Agriculture Conservation Reserve and Wetlands Reserve Programs. U.S. Geological Professional Paper 1745.
3. EcoArkansas 2012. "Master Plant List for Woolsey Wet Prairie." Ecoarkansas.com. Environmental Consulting operations. Accessed 28 Aug 2014.
4. 2014. "Species Count for Woolsey Wet Prairie". Ebird. Available online at <http://ebird.org/ebird/hotspot/LS02940>. Accessed 13 April 2015.
5. 2013. "Important Bird Areas in Arkansas". Available online at <http://ar.audubon.org/important-bird-areas-arkansas>. Accessed 13 April 2015.
6. 2015. "Rana areolata Conservation Status". Available online at <http://explorer.natureserve.org/servlet/NatureServe?searchName=Rana+areolata>. Accessed 13 April 2015.
7. Heemeyer, J.L. and M.J. Lannoo. 2012. Breeding migrations in crawfish frogs (*Lithobates areolatus*): long-distance movements, burrow philopatry, and mortality in a near-threatened species. Copeia. 2012: 440-450.



Figure 1. Map of property to be rezoned (RZN 15-4965) showing evidence of prairie mounds and proximity to Woolsey Wet Prairie Sanctuary.



Pictured above: Educational use of Woolsey Wet Prairie Sanctuary. (A) University of Arkansas students learn about the differences in burning maintained and unburned wetlands. (B) University of Arkansas students collect macroinvertebrates from a wetland. (C) Students set-up an experiment as part of a population ecology class to determine the effects of population density on tadpole growth. (Photos courtesy of Auriel Fournier)

Pictured below: Rare reptile and amphibian species found within Woolsey Wet Prairie Sanctuary and crossing Broyles from adjacent properties. (A) Grahams Crayfish Snake. (B) Crawfish Frog. (Photos courtesy of JD Willson and Denise Greathouse)





Figure 1. Map of proposed area to be developed with areas of Crawfish Frog activity highlighted. A proposed green space that would maintain some connectivity with Woolsey Wet Prairie Sanctuary is drawn.



Figure 2. Zoomed in image of known Crawfish Frog activity and proposed green space.

Proposed Zoning RZN 15-4965



Ruppel Road South Rezoning Study Area

RZN15-4965

SOUTH RUPPLE ROAD REZONING

Current Land Use

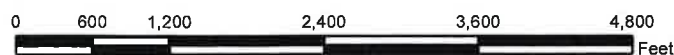


Overview Multi-Use Trail (Existing)

- Future Trails
 [] RZN15-4965
 [] Fayetteville City Limits
 [] Design Overlay District
 --- Planning Area

Proposed Rezoning:
CS, Community Services
NC, Neighborhood Conservation
R-A, Residential Agricultural
UT, Urban Thoroughfare
TOTAL

107.3 ACRES
442.1 ACRES
77.3 ACRES
15.3 ACRES
642 ACRES



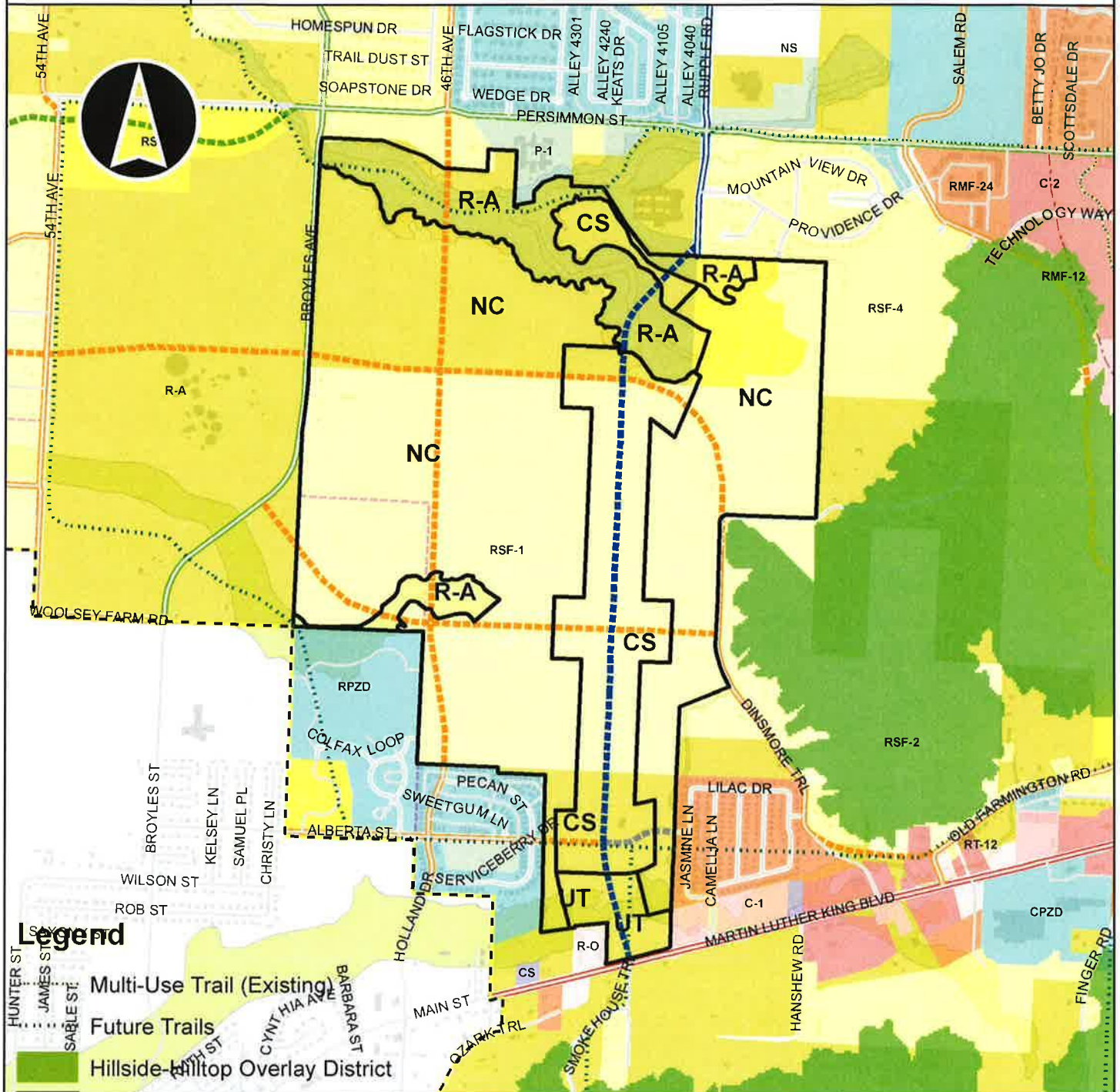
Planning Commission
April 27, 2015

Agenda Item 6
15-4965 Ruppelle Rd. Ext. Zoning
Page 26 of 29

RZN15-4965

SOUTH RUPPLE ROAD REZONING

Close Up View



Legend

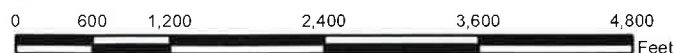
- Multi-Use Trail (Existing)
- Future Trails
- Hillside-Hilltop Overlay District

Overview

- Fayetteville City Limits
- Footprints 2010
- Design Overlay District
- Design Overlay District
- Planning Area

Proposed Rezoning:
CS, Community Services
NC, Neighborhood Conservation
R-A, Residential Agricultural
UT, Urban Thoroughfare
TOTAL

107.3 ACRES
442.1 ACRES
77.3 ACRES
15.3 ACRES
642 ACRES



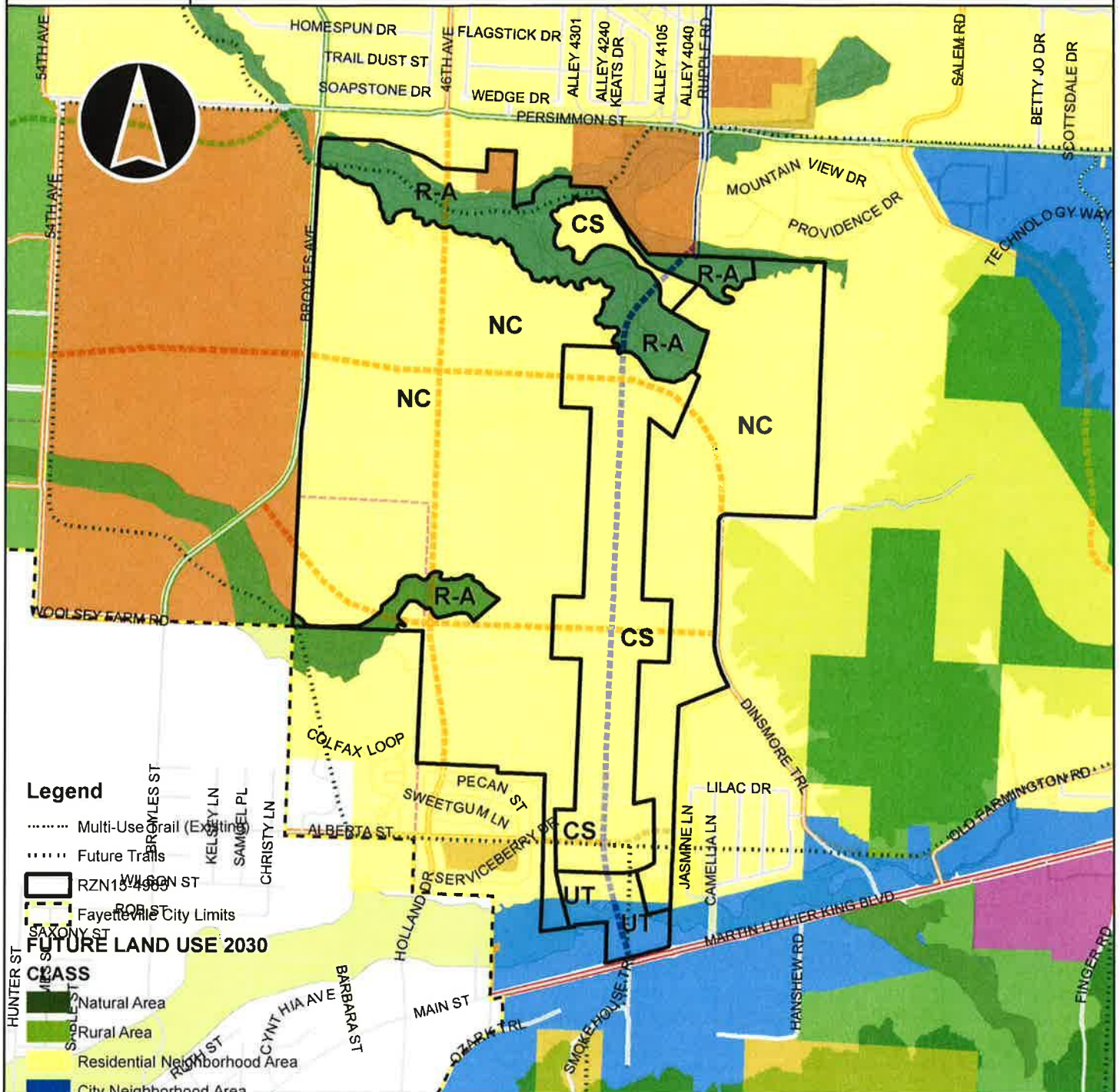
Planning Commission
April 27, 2015

Agenda Item 6
15-4965 Ruppel Rd. Ext. Zoning
Page 27 of 29

RZN15-4965

SOUTH RUPPLE ROAD REZONING

Future Land Use



Legend

- Multi-Use Trail (Existing)
- Future Trails
- RZN15-4965
- Fayetteville City Limits
- FUTURE LAND USE 2030

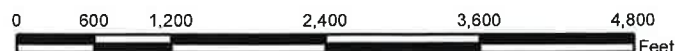
CLASS

- Natural Area
- Rural Area
- Residential Neighborhood Area
- City Neighborhood Area

- Urban Center Area
- Industrial
- Complete Neighborhood Plan
- Civic and Private Open Space/Parks
- Civic Institutional
- Non-Municipal Government
- ROW
- Planning Area

Proposed Rezoning:
CS, Community Services
NC, Neighborhood Conservation
R-A, Residential Agricultural
UT, Urban Thoroughfare
TOTAL

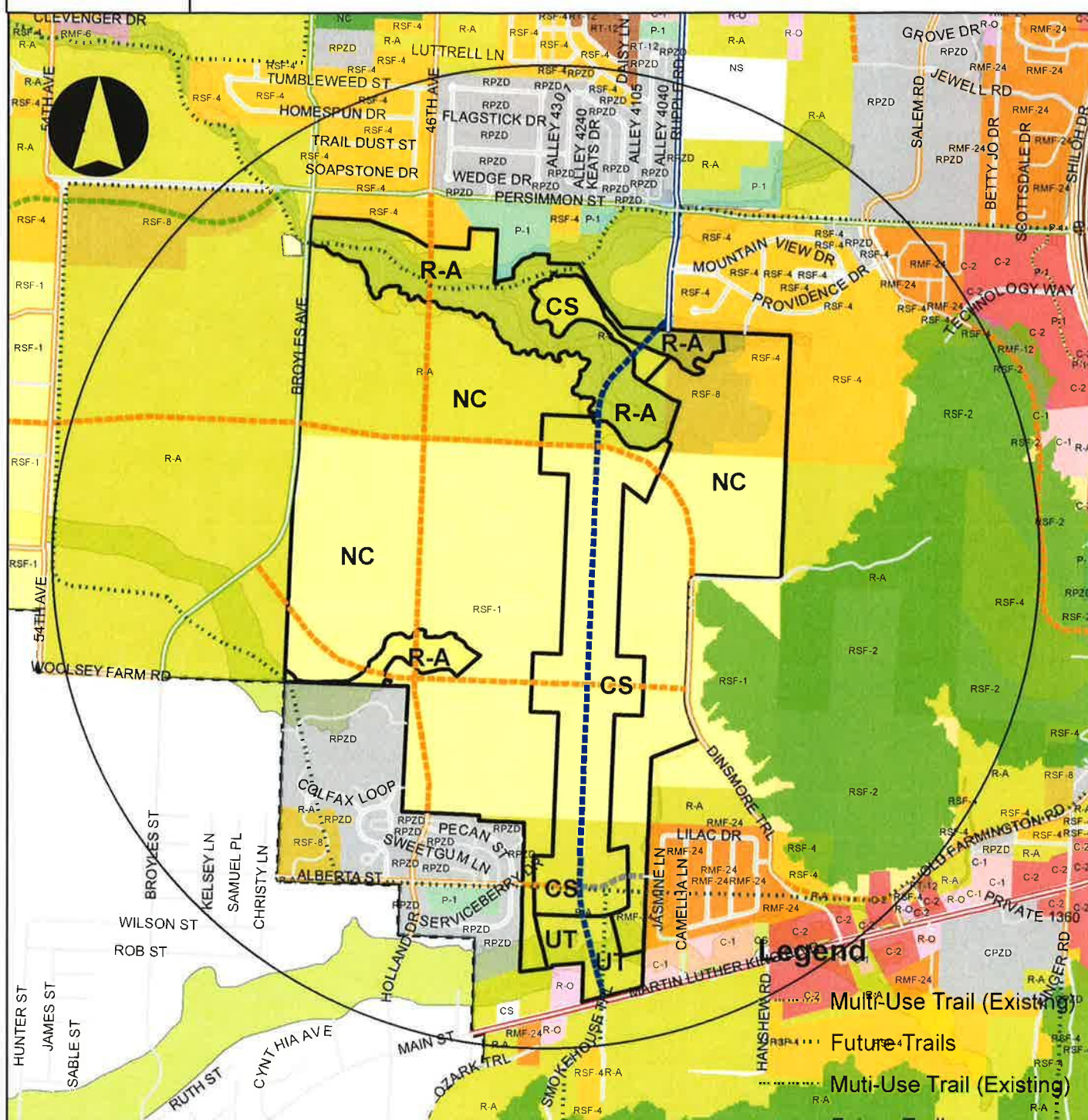
107.3 ACRES
442.1 ACRES
77.3 ACRES
15.3 ACRES
642 ACRES



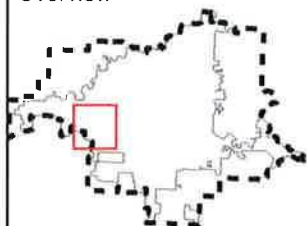
RZN15-4965

SOUTH RUPPLE ROAD REZONING

One Mile View



Overview



Proposed Rezoning:

CS, Community Services	107.3 ACRES
NC, Neighborhood Conservation	442.1 ACRES
R-A, Residential Agricultural	77.3 ACRES
UT, Urban Thoroughfare	15.3 ACRES
TOTAL	642 ACRES

0 0.25 0.5

Miles

- RZN15-4965
- HHOD
- Planning Area
- Fayetteville

Multi-Use Trail (Existing)

Future Trails

Multi-Use Trail (Existing)

Future Trails

Planning Commission
April 27, 2015

Agenda Item 6
15-4965 Ruppel Rd. Ext. Zoning
Page 29 of 29



City of Fayetteville, Arkansas

Tentative Agenda
June 2, 2015
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 16 of 359

Text File

File Number: 2015-0232

Agenda Date: 6/2/2015

Version: 1

Status: First Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 2

RZN 15-5004 (SOUTH END OF PUMPKIN RIDGE DR./FALLING WATERS) APPEAL

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5004, FOR APPROXIMATELY 17.37 ACRES, LOCATED SOUTH OF PUMPKIN RIDGE ROAD FROM R-A, RESIDENTIAL-AGRICULTURE TO RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from R-A, Residential-Agriculture, to RSF-2, Residential Single Family, 2 Units per Acre, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

Tentative Agenda
June 2, 2015
Page 177 of 359

FALLING WATERS



RPZD

Falling Waters Description:

PART OF THE NE1/4 OF SECTION 25, T16N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SECTION 25 THENCE S02°32'04"W 376.66 FEET TO THE P.O.B., THENCE S02°32'04"W 887.07 FEET, THENCE S82°53'56"W 73.29 FEET, THENCE S34°57'52"W 408.01 FEET, THENCE S66°32'39"W 852.92 FEET, THENCE S80°27'32"W 227.29 FEET, THENCE N09°32'28"W 220.43 FEET, THENCE ALONG A CURVE TO THE RIGHT 186.57, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N61°06'14"E 95.68 FEET, THENCE ALONG A CURVE TO THE LEFT 30.56 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S55°46'10"E 27.67 FEET, THENCE N09°32'28"W 168.48 FEET, THENCE N84°29'51"E 144.25 FEET, THENCE N55°24'09"E 80.97 FEET, THENCE N66°21'24"E 126.78 FEET, THENCE N54°28'54"E 137.53 FEET, THENCE N60°05'48"E 212.39 FEET, THENCE N73°33'56"E 182.84 FEET, THENCE N05°41'33"W 74.85 FEET, THENCE N61°25'10"W 142.97 FEET, THENCE N55°12'36"E 216.23 FEET, THENCE N63°03'36"E 152.34 FEET, THENCE N35°09'00"E 97.51 FEET, THENCE N07°24'00"W 118.60 FEET, THENCE N43°01'59"E 426.59 FEET TO THE P.O.B.; CONTAINING 17.37 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

City of Fayetteville Staff Review Form

2015-0232

Legistar File ID

5/19/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jeremy Pate

5/1/2015

City Planning /
Development Services Department
Division / Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5004: Rezone (SOUTH END OF PUMPKIN RIDGE DR./FALLING WATERS, 646): Submitted by JORGENSEN & ASSOCIATES for property located SOUTH OF PUMPKIN RIDGE DR. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 17.37 acres. The request is to rezone the property to RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MAY 19, 2015

TO: Fayetteville City Council
THRU: Andrew Garner, City Planning Director
FROM: Jesse Fulcher, Senior Planner
DATE: May 19, 2015

SUBJECT: RZN 15-5004: Rezone (SOUTH END OF PUMPKIN RIDGE DR./FALLING WATERS, 646): Submitted by JORGENSEN & ASSOCIATES for property located SOUTH OF PUMPKIN RIDGE DR. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 17.37 acres. The request is to rezone the property to RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE.

RECOMMENDATION:

The Planning Commission and staff recommend denial of an ordinance to rezone the property to RSF-2, Residential Single Family, 2 Units per Acre.

BACKGROUND:

The subject property is located south of Stonebridge Meadows Subdivision and golf course, approximately 400 feet south of Pumpkin Ridge Drive. With the exception of some previous clearing, the site is heavily wooded with much of the property located within the Hillside/Hilltop Overlay District.

The property was previously zoned for a Residential Planned Zoning District, Falling Waters. The project was approved in 2005 for the development of 258 residential lots with a density of approximately 2 units per acre over 137 acres, containing design and development standards that were reviewed and considered under a previous City Plan policy. The property was never developed and the development rights expired. City staff brought forward several rezoning requests in 2011 to address many of the expired PZD developments, including the expired Falling Waters project. Staff recommended and the Planning Commission and City Council approved rezoning the property to R-A, Residential Agricultural.

Surrounding Land Use Compatibility: The property is located at the edge of the City and with the exception of the Stonebridge Meadows neighborhood 400 feet to the north, the property is surrounded by large agricultural and forested properties. In staff's opinion, introducing more suburban development in this area is incompatible with the prevailing land use in the area, and would be inconsistent with the adopted Future Land Use Plan for this area through the year 2030.

In addition to the land use policies and planning objectives that would be discounted if the property were rezoned, there are also maintenance and service responsibilities that the City should consider. In order to serve the property, which will be able to support a maximum of 34 houses,

the developer will need to construct over 2,500 feet of new water line, 2,500 feet of new sewer line, 2,500 feet of new sidewalk, and 2,500 feet of new street. While this upfront cost will be carried by the developer, the maintenance of this infrastructure will become the responsibility of the City in perpetuity.

Neither zoning scenario may actually result in less public infrastructure to be maintained, particularly if the property happened to be constructed with 2-acre lots in the R-A zoning district. However, the much larger lots could potentially allow the use of high quality individual septic systems. These systems would be maintained by the property owners instead of a publically maintained sewer line at a great cost compared to the number of residents served. Therefore, from a long-term cost analysis, there is a possible savings to the public.

Land Use Plan Analysis: *City Plan 2030 Future Land Use Plan* designates this site as a Rural Residential area, which are classified in order to preserve woodlands and agricultural lands, and reduce the infrastructure burden on the public to the extent possible. Much of this area had been previously designated as a Residential Area, which encourages urban and suburban development, but the City Council adopted a Rural designation for the area in 2011 with the adoption of City Plan 2030. This is a critical change from previous recommendations and policies decisions. Rezoning the property to RSF-2 would allow suburban densities along a wooded hillside that is now envisioned to remain rural.

DISCUSSION:

On April 13, 2015 the Planning Commission denied the rezoning with a vote of 8-1-0 (Commissioner Hoskins voted 'no'). At the meeting five members of the public spoke that live in the Stonebridge Meadows Subdivision. They were opposed to the rezoning citing concerns with traffic, drainage, environmental damage, and degradation of their property values.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report

RECEIVED

APR 27 2015

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Clay Carlton
Falling Waters, LLC
2826 Joyce Blvd.
Fayetteville, AR 72703

April 24, 2015

City of Fayetteville
Attention: Sondra Smith, City Clerk

Re: Appeal of the Planning Commission denial of the Falling Waters rezoning request.

Mrs. Smith,

I am writing this letter to request an appeal to the City Council over the Planning Commission's denial of a rezoning request for Falling Waters at the April 13th Planning Commission meeting. While I understand the staff and Planning Commission's decision, I believe that there are other factors involved that the City Council can take into consideration; whereas the Planning Commission is limited to adopted future land use plans.

In my review of the staff report, which I have attached, I discovered some errors that may or may not have affected the decision. In the Infrastructure section it mentions that the site does not have a public street, which is not correct. The property borders Pumpkin Ridge Drive and is adjacent to the Stonebridge Meadows Subdivision. As such, the water and sewer sections are incorrect as well because they are both stubbed out to our property. I would like to point out that neither the Fire nor the Police Departments opposed the rezoning request. In the 3rd paragraph of the Findings section it mentions that the City would have to maintain the streets, sidewalks, sewer and water lines once installed. That would still be the case if we were to build the currently allowed 2 acre lots. In the second Findings section it suggests that this rezoning request is not consistent with adjacent properties, yet this property borders Stonebridge Meadows Phases 1 through 5 and is near to the Hamptons Subdivision and the Crescent Lake Subdivision which are all zoned RSF-4. I have also attached the proposed plat which shows that the majority of the lots are well over the 17,860 SF mentioned in the staff report and some are as large as 30,000 SF.

The main reason for this appeal request, though, has more to do with the history of this property and area. In 2005 this property was and still is part of a larger 137 acre piece of land. The City Council approved a PZD for the entire 137 acres allowing for 258 roughly ½ acre lots. In fact, it was approved unanimously through all three readings taking place in one night. At that time the area did not have adequate water and sewer infrastructure so our company, along with 3 other groups partnered to extend both services from the industrial park. This required boring under the White River and then installing approximately 6,300 feet of water and sewer line to service our properties and allow for future growth in this area. The project was completed and the improvements were turned over to the City. The total cost of the project was \$2.5 million and my company's share in that cost was approximately \$850,000. We considered this investment to be worthwhile, as we needed to get water and sewer services to the property in order to develop it according to our approved zoning. We then began developing the first Phase of the property by clearing for the street right of ways, but at that time the economy began to turn downward so we halted the development. Had we not stopped, it would have looked like so many of the other completed but empty subdivisions that resulted during that time

around Northwest Arkansas. As we waited on the economy to rebound our PZD zoning expired and the City staff and Council made the decision to rezone our property to Residential Agriculture, allowing for 1 home on every 2 acres. Due to the initial cost to purchase the land combined with the cost to "carry" the land for the last 10 years and the cost of extending the water and sewer lines to the property, developing the property with 1 home to every 2 acres is financially unfeasible. I realize that the financial implications are my problem and not the City's; however, those are the facts. Ten years ago our development was hailed as a great addition to Fayetteville by our City staff and leaders. And I am hopeful our current City leaders will view it the same way. Our current rezoning request is for only a small portion of the entire property, as we have admittedly taken our bruises, learned our lesson, and are trying to be more conservative. We may end up even developing larger lots on other sections of the property in the future. However, this current layout is almost identical to what was approved in 2005 (we actually increased the size of the "uphill" side lots). I personally live on Mount Sequoyah and this proposed layout, as with the initial 258 lot layout, is intended to somewhat mimic Mount Sequoyah, except for the fact that it borders a golf course which is appealing to home owners.

Finally, I would like to mention that I am one of the owners of Buffington Homes and we would be building all of the homes in this proposed subdivision. As well as adhering to the Hillside Overlay District policies, we will also have Protective Covenants in place limiting tree removal outside of the building footprint that will be more stringent than the HOD. Buffington Homes has valued our successful partnership with the City of Fayetteville for more than ten years now. We have and are currently developing and building in numerous areas of the City, and we hope for this proposed development to be another beneficial partnership. Thank you for your consideration of this appeal request. If you have any questions please feel free to reach out to me at the information below.

Sincerely,



Clay Carlton

479-283-3843

claycarlton@buffingtonhomesar.com



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Jesse Fulcher, Senior Planner

MEETING DATE: April 13, 2015 Updated April 14, 2015

SUBJECT: **RZN 15-5004: Rezone (SOUTH END OF PUMPKIN RIDGE DR./FALLING WATERS, 646):** Submitted by JORGENSEN & ASSOCIATES for property located SOUTH OF PUMPKIN RIDGE DR. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 17.37 acres. The request is to rezone the property to RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends denial of **RZN 15-5004**.

BACKGROUND:

The subject property is located south of Stonebridge Meadows Subdivision and golf course, approximately 400 feet south of Pumpkin Ridge Drive. With the exception of areas of linear clearing, the site is heavily wooded with much of the property located within the Hillside/Hilltop Overlay District.

The property was previously zoned for a Residential Planned Zoning District, Falling Waters. The project was approved in 2005 for the development of 258 residential lots with a density of approximately 2 units per acre over 137 acres. The property was never developed and the development rights expired. City staff brought forward several rezoning requests in 2011 to address many of the expired PZD developments, including the expired Falling Waters project. Staff recommended and the Planning Commission and City Council approved rezoning the property to R-A, Residential Agricultural. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Golf Course	R-A, Residential Agricultural
South	Undeveloped	R-A, Residential Agricultural
East	Undeveloped	Washington County
West	Undeveloped	R-A, Residential Agricultural

DISCUSSION:

DISCUSSION:

Request: The property owner is requesting to rezone approximately 17.4 acres from R-A, Residential Agricultural to RSF-2, Residential Single-family, 2 units per acre. The RSF-2 zoning district requires lots with at least 17,860 square feet of area and 100 feet of street frontage.

Public Comment: Staff has not received public comment.

Infrastructure:

Streets: The site has does not have to a public street. Pumpkin Ridge Drive will need to be extended approximately 400 feet to the property and another approximately 2,000 feet to serve 30 proposed lots.

Water: Public water is not available to the site. An 8" water main exists in the Stonebridge Meadows subdivision and will need to be extended to serve the development.

Sewer: Public sewer is not available to the site. An 8" main exists in the Stonebridge Meadows subdivision and will need to be extended to serve the development.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain or the Streamside Protection Zones.

Fire: This development will be protected by Ladder 3 located at 1050 S. Happy Hollow Road. It is 2.9 miles from the station with an anticipated response time of 6 minutes to the beginning of the development. The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as a **Rural Residential Area**. These areas recognize existing low-density, large lot residential development, but are identified to encourage the conservation and preservation of woodlands, grasslands, or agricultural lands that are sparsely settled. They may not have adequate street and water infrastructure or public services, such as police and fire, to support urban or suburban densities and development patterns, nor should these services be expanded to accommodate further growth unless they are in line with the following guiding principles:*

- a. Allow and encourage historical agricultural and related uses to continue and to occur as permanent land uses within planned developments.
- b. If developed, encourage alternative development patterns, such as conservation or cluster development types, to achieve compatibility with surrounding rural areas.
- c. Foster a culture that supports local food production on a variety of scales.
- d. Encourage, preserve and protect viable agribusinesses such as orchards, berry farms and small scale produce-yielding businesses that provide goods for the local market.

FINDINGS OF THE STAFF

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

Finding: The proposed rezoning is not consistent with land use planning objectives, policies or land use plans. The property is located at the edge of the City and with the exception of the Stonebridge Meadows neighborhood 400 feet to the north, the property is surrounded by large agricultural and forested properties. In staff's opinion, introducing more suburban development in this area is incompatible with the prevailing land use in the area.

Further, this area of the City is designated as a rural residential area, which are classified in order to preserve woodlands and agricultural lands. In fact much of this area had been previously designated as a residential area, which encourages urban and suburban development, but the City Council adopted a rural designation for the area in 2011 with the adoption of City Plan 2030. This is a critical change from previous recommendations and policies decisions. Rezoning the property to RSF-2 would allow suburban densities along a wooded hillside that is now envisioned to remain rural.

In addition to the land use policies and planning objectives that would be ignored if the property were rezoned, there are also maintenance and service responsibilities that the City should consider. In order to serve the property, which will be able to support a maximum of 34 houses, the developer will need to construct over 2,500 feet of new water line, 2,500 feet of new sewer line, 2,500 feet of new sidewalk, and 2,500 feet of new street. While this upfront cost will be carried by the developer, the maintenance of this infrastructure will become the responsibility of the City in perpetuity.

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

Finding: In staff's opinion, the zoning request is not needed or justified. The property is currently zoned to allow 2-acre residential lots, which provides development rights that are more compatible with adjacent properties than 17,860 square foot lots. However, neither zoning scenario may actually result in less public infrastructure to be maintained. Larger lots, though, could allow the use of individual septic systems. These systems would be maintained by the property owners instead of a publically maintained sewer line at a great cost compared to the number of residents served. Therefore, from a long-term cost analysis, there is a possible savings to the public.

In addition to development costs, there is a general policy decision that will be made in this case. Should the City encourage more development at the periphery of the City, or should existing development rights be maintained? Unfortunately, there isn't an absolute answer. Each property and area of the City is unique and therefore different responses are expected. In this case the property is clearly in a predominantly rural area. Increasing the density of this property will only encourage more development on the edge of the City and set a new policy for development in southeast Fayetteville.

One final reason to not rezone the property to RSF-2 is that there are other development options available, should the City Council determine that increased density in this area is desired. A conservation subdivision or cluster development could result in the same number of dwelling units while also:

- Reducing short-term infrastructure costs
- Reducing long-term maintenance costs
- Increasing tree preservation
- Preserving natural woodlands
- Preserving animal habitat
- Reducing soil erosion

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

Finding: Rezoning the property to RSF-2 will allow a maximum of 34 dwelling units. It's unlikely that this number of houses would appreciably increase traffic congestion or traffic danger.

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

Finding: Rezoning the property to RSF-2 will not undesirably increase the load on public services, such as schools, or water and sewer facilities. However, the property in question is estimated to have a response time for fire and/or emergency services of 6 minutes, which is at the outside limit of the City's goals to respond to citizen calls for service.

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

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

Finding: N/A

RECOMMENDATION:

Staff recommends denial of RZN 15-5004 based on the findings herein.

PLANNING COMMISSION ACTION:	Required	<u>YES</u>	
Date: <u>April 13, 2015</u>	☐ Tabled	☐ Forwarded	☒ Denied
The motion was to deny the rezoning.			
Motion: <u>Hoffman</u>	Second: <u>Chesser</u>	Vote: 8-1-0 (Commissioner Hoskins voting "no").	
CITY COUNCIL ACTION:	Required	<u>YES</u>	
	☐ Approved	☐ Denied	
Date: May 19, 2015			

BUDGET/STAFF IMPACT:

None

Attachments:

Request Letter
Concept Plan
Fire Comments
Future Land Use Description
One Mile Map
Close Up Map
Current Land Use Map
Future Land Use 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

2/20/15

Att: Andrew Garner
Re: Rezoning (Falling Waters)

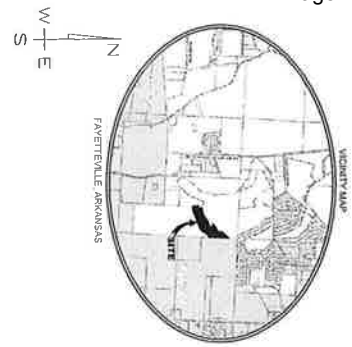
Attached please find the application and information pertaining to a rezoning request for a portion of a project at the south end of Pumpkin Ridge Street and South of Stonebridge Meadows Golf Course. The existing zoning is R-A and the request is 17.37 acres to RSF-2 for a maximum of 30 single family lots. An 8" water and sewer are stubbed out to this property (in Stonebridge Meadows Subd. Ph 2). All proposed lots will have a minimum of 100' width and 17,860 sf in area.

Please call concerning any questions you may have.

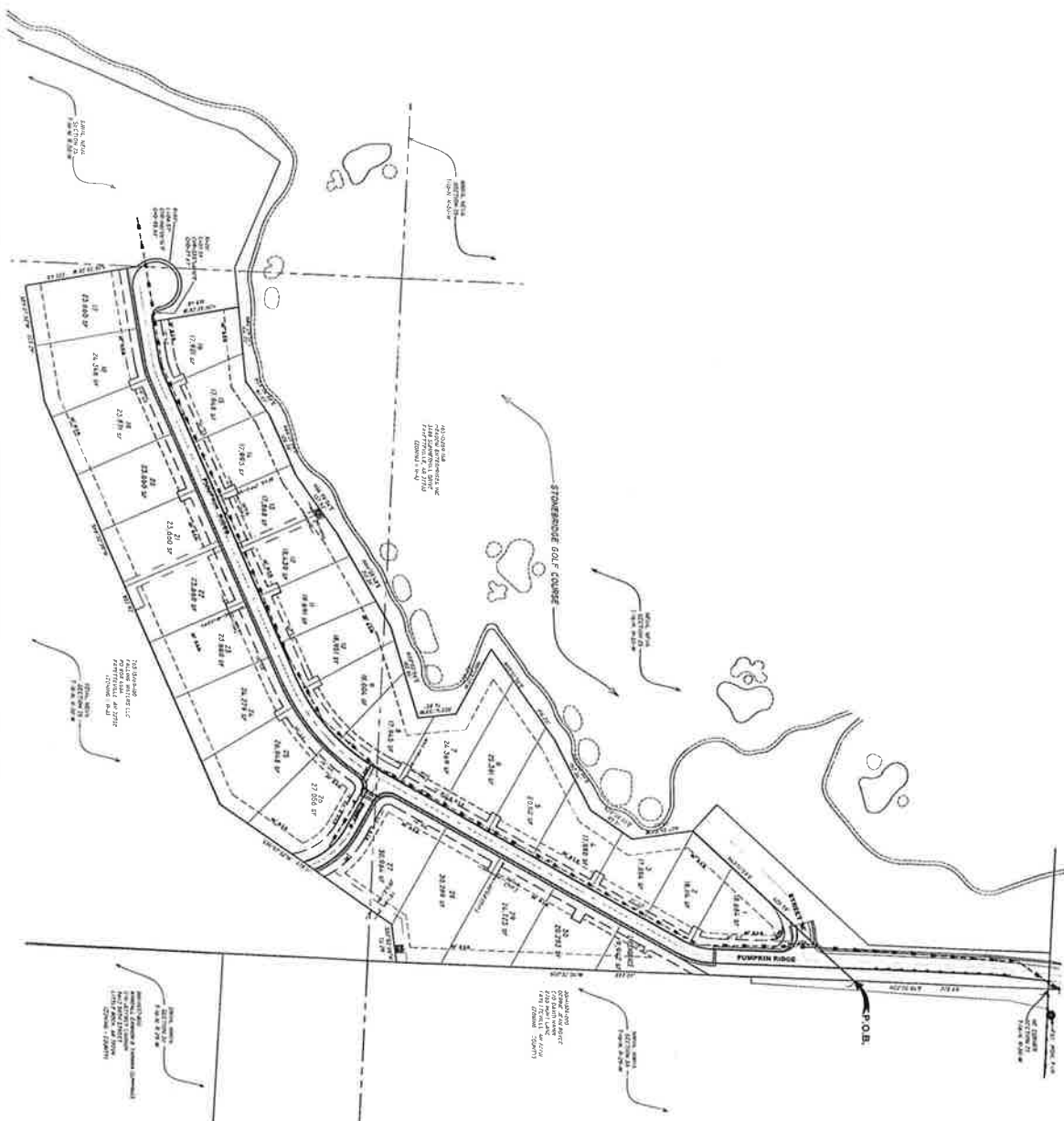
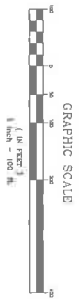
Thank you.

Sincerely;

David L. Jorgensen, P.E.

[illegible]

²¹ THIS ARGUMENT IS NOT AFFECTED BY THE 90 PER CENT FLUID PAIN-AIDS FROM 2004-2005 RATES

[illegible]



The City of Fayetteville Fire Department
303 W. Center St. Fayetteville, AR. 72701
Phone (479) 575-8365 Fax (479) 575-0471

To: Jesse Fulcher, Jorgensen and Associates
From: Jeremy Ashley, Assistant Fire Marshal
Date: March 16, 2015
Re: RZN 15-5004

This development will be protected by Ladder 3 located at 1050 S. Happy Hollow Rd. It is 2.9 miles from the station with an anticipated response time of 6 minutes to the beginning of the development.

The Fire Department anticipates 6 (4 EMS -2Fire/other) calls for service each year after the development is completed and maximum build-out has occurred. Typically, this type of development usually takes 12 - 18 months, after the development is started, before maximum build-out and the service impact to occur.

The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Captain Jeremy Ashley
Fayetteville Fire Department



Rural Residential Areas:

Rural Residential Areas recognize existing low-density, large lot residential development, but are identified to encourage the conservation and preservation of woodlands, grasslands, or agricultural lands that are sparsely settled. They may or may not have adequate street and water infrastructure or public services, such as police and fire, to support urban or suburban densities and development patterns nor should these services be expanded to accommodate further growth unless they are in line with the following guiding principles:

Guiding Policies:

- Allow and encourage historical agricultural and related uses to continue and to occur as permanent land uses within planned developments.
- If developed, encourage alternative development patterns, such as conservation or cluster development types, to achieve compatibility with surrounding rural areas.
- Foster a culture that supports local food production on a variety of scales.
- Encourage, preserve and protect viable agribusinesses such as orchards, berry farms and small scale produce-yielding businesses that provide goods for the local market.



Mally Wagnon Road

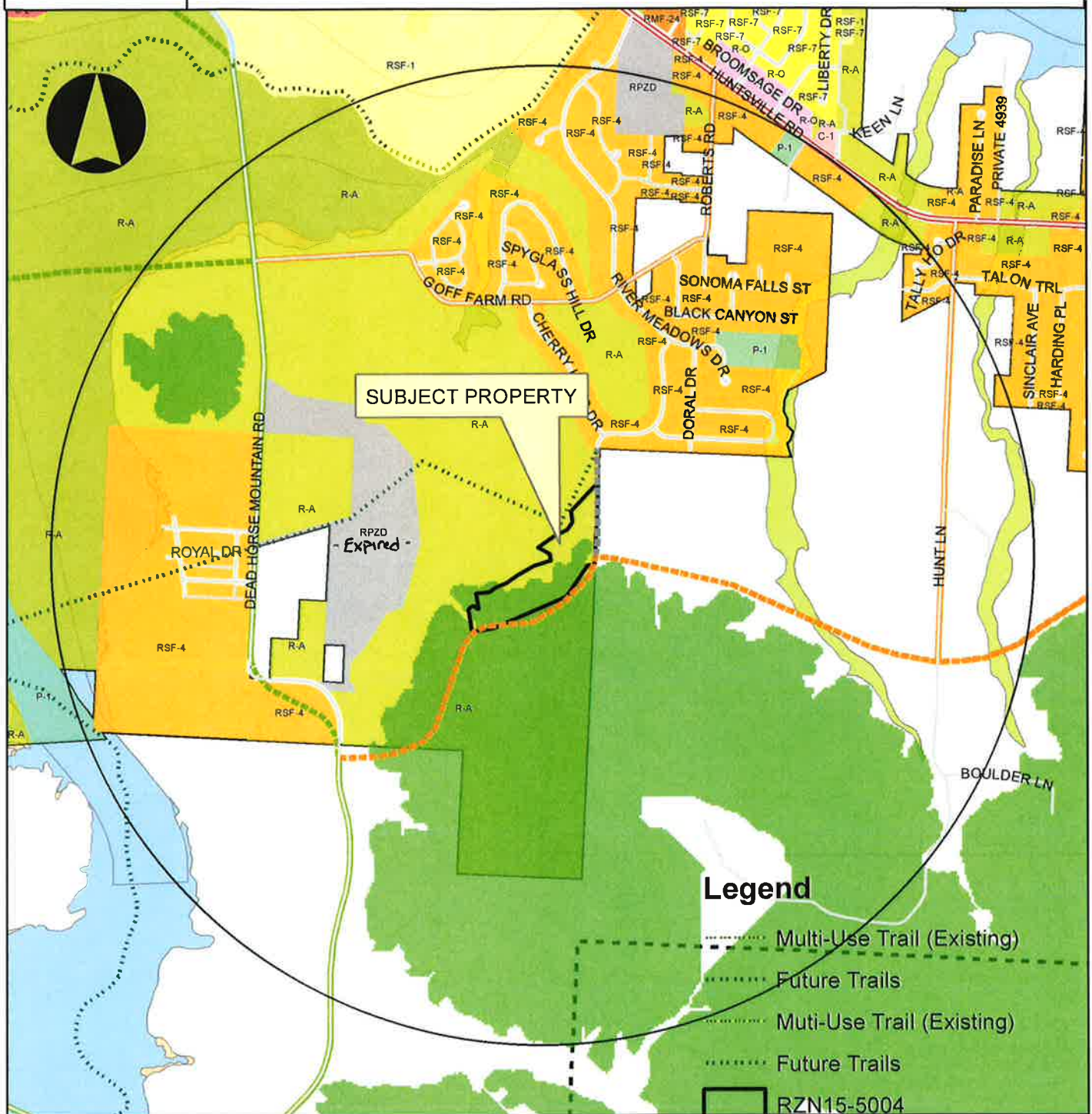


Low Density Rural

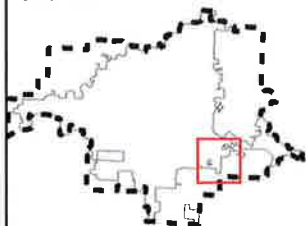
RZN15-5004

FALLING WATERS

One Mile View



Overview



Legend

Subject Property

Boundary

0 0.25 0.5

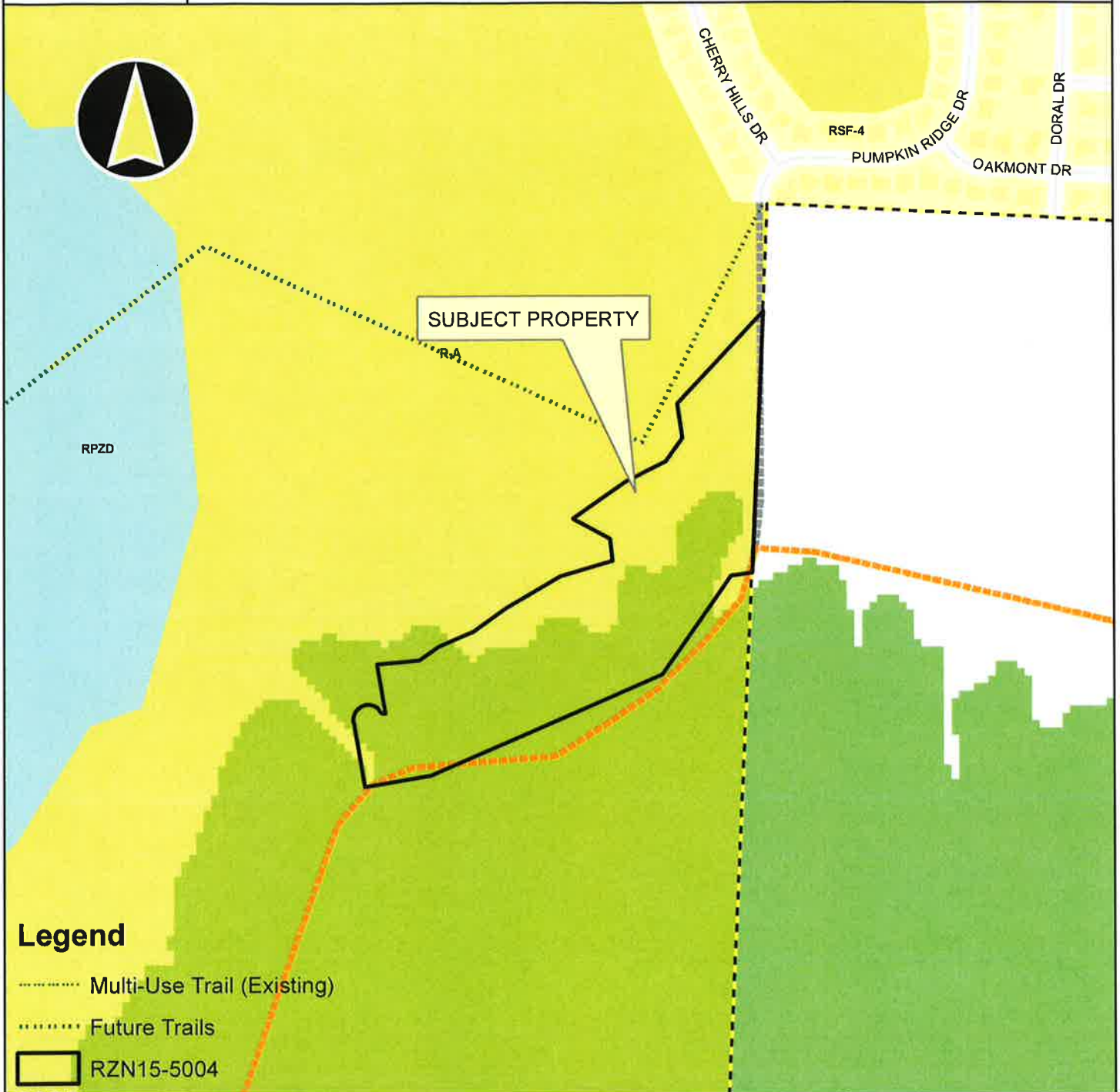
1 Miles

- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville

RZN15-5004

FALLING WATERS

Close Up View



Legend

Multi-Use Trail (Existing)

Future Trails

RZN15-5004

Fayetteville City Limits

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

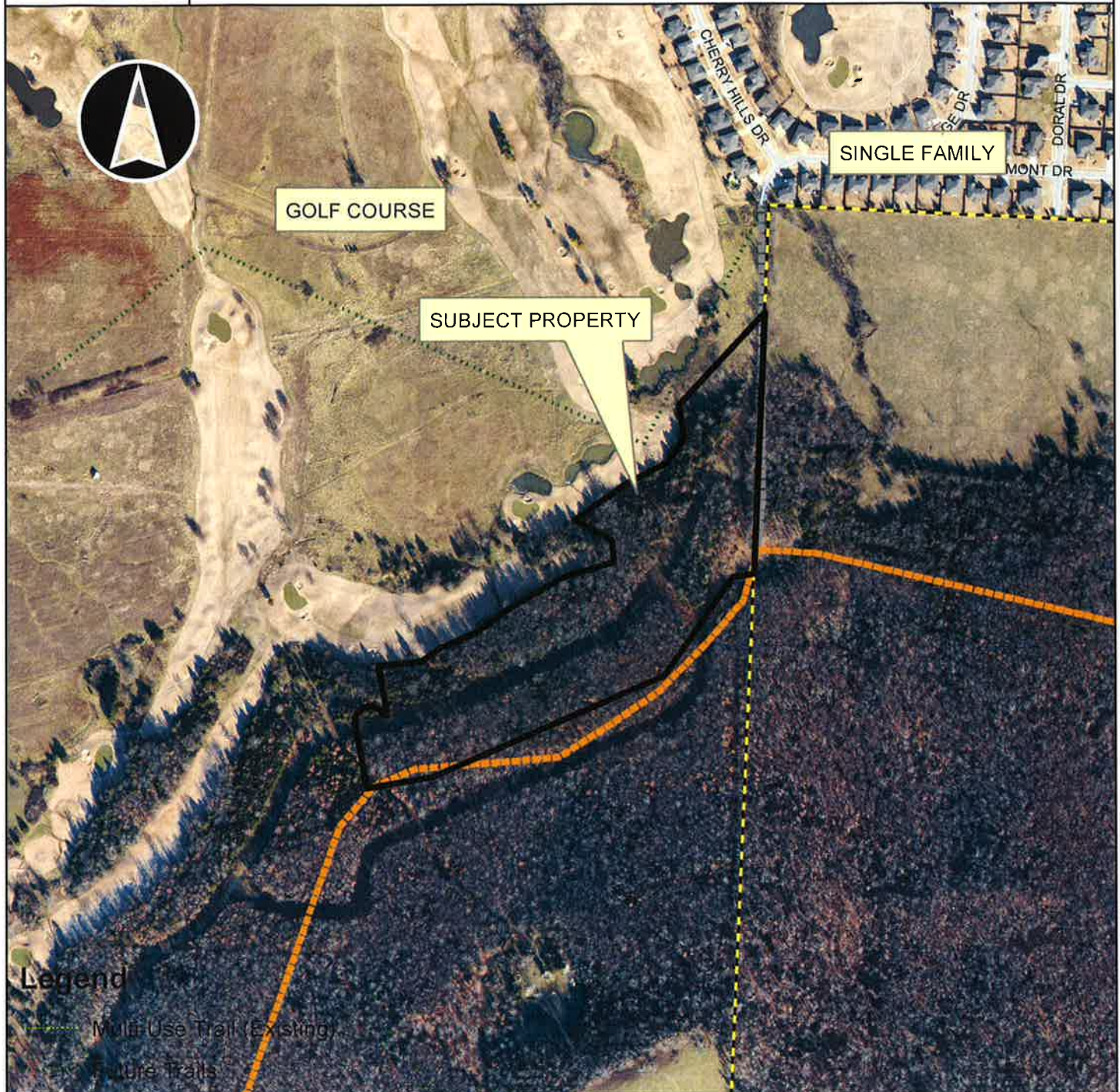
Planning Area

0 200 400 800 1,200 1,600 Feet

RZN15-5004

FALLING WATERS

Current Land Use



Legend

- Multi-Use Trail (Existing)
- Future Trails

Overview RZN15-5004

Fayetteville City Limits

Footprints 2010

Design Overlay District

Design Overlay District

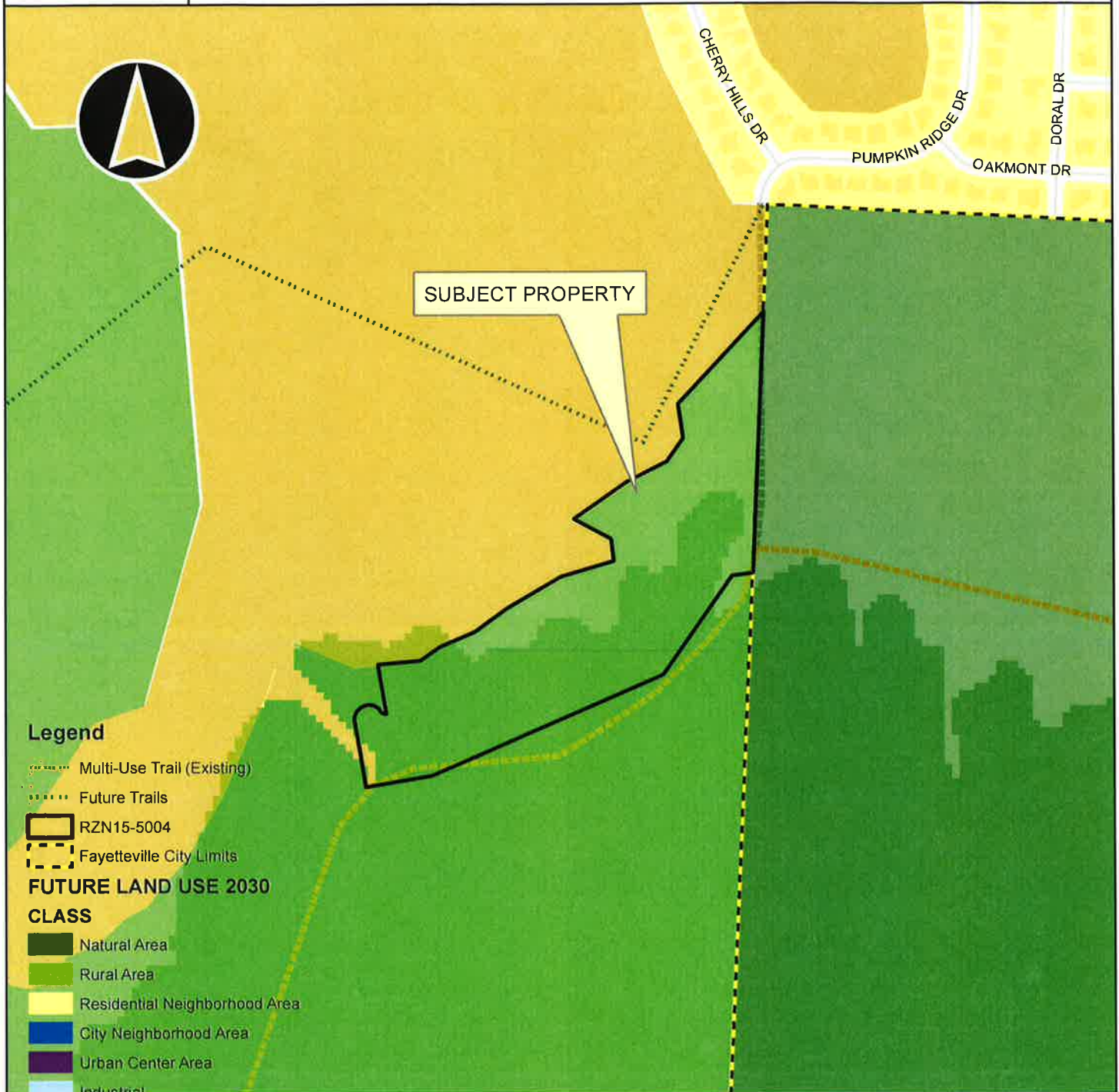
Planning Area

0 200 400 800 1,200 1,600 Feet

RZN15-5004

FALLING WATERS

Future Land Use



- Complete Neighborhood Plan
- Civic and Private Open Space/Parks
- Civic Institutional
- Non-Municipal Government
- ROW
- Design Overlay District
- Design Overlay District
- Planning Area

0 200 400 800 1,200 1,600 Feet



City of Fayetteville, Arkansas

Tentative Agenda
June 2, 2015
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 17 of 359

Text File

File Number: 2015-0250

Agenda Date: 6/2/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

JEROME LOPEZ & ELIZABETH YOUNG AND THE RANDALL J. WRIGHT TRUST CONDEMNATION AND POSSESSION

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY JEROME LOPEZ & ELIZABETH YOUNG AND THE RANDALL J. WRIGHT TRUST NEEDED FOR THE HIGHWAY 45 AND OLD WIRE ROAD INTERSECTION IMPROVEMENT PROJECT

WHEREAS, the City of Fayetteville and certain property owners have been unable to agree on a fair price for the portions of property owned by each of them which is needed for the Highway 45 and Old Wire Road Intersection Improvement Project; and

WHEREAS, the City of Fayetteville needs to gain possession of these needed properties promptly to begin work on these public improvements.

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

Section 1. That the City Council for the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the planned Highway 45 and Old Wire Road Intersection Improvement Project and owned by Jerome Lopez and Elizabeth Young that is needed for right-of-way or other easements for the Project, and to pay into the registry of the Circuit Court just compensation therefor.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the planned Highway 45 and Old Wire Road Intersection Improvement Project and owned by the Randall J. Wright Trust that is needed for right-of-way or other easements for the Project, and to pay into the registry of the Circuit Court just compensation therefor

City of Fayetteville Staff Review Form

2015-0250

Legistar File ID

6/2/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

5/15/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Resolution authorizing the City Attorney to seek condemnation and orders of possession of certain lands owned by Jerome Lopez and Elizabeth Young, and the Randall J. Wright Trust necessary for the Hwy 45. and Old Wire Rd. Intersection Improvements Project.

Budget Impact:

4520.9555.5805.00

Transportation Bond Street Improvements

Account Number

Fund

06035.2600

Old Wire Road (Mission to 265)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 20,029,672.00

Funds Obligated \$ 5,174,121.50

Current Balance \$ 14,855,550.50

Does item have a cost? Yes

Item Cost \$ 26,426.00

Budget Adjustment Attached? No

Budget Adjustment

#

Remaining Budget \$ 14,829,124.50

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 2, 2015

TO: Mayor and City Council

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

FROM: Matt Casey, Engineering Design Manager

DATE: May 15, 2015

SUBJECT: **Approval of a Resolution authorizing the City Attorney to seek condemnation and orders of possession of certain lands owned by Jerome Lopez and Elizabeth Young, and the Randall J. Wright Trust necessary for the Hwy 45. and Old Wire Rd. Intersection Improvements Project.**

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the City Attorney to seek possession by condemnation of portions of properties along Hwy. 45 and Old Wire Road.

BACKGROUND:

The Arkansas Highway and Transportation Department will be bidding the construction of the Hwy 45 and Old Wire Road Intersection project in the fall of 2015. This project includes improvements to the lane configuration to allow for the installation of a traffic signal. Sidewalk installation and storm sewer are also included in the work proposed by the AHTD. AHTD is responsible for the engineering, advertising and awarding the construction contract, and construction inspection of the project. The City is responsible for relocation of the public water and sewer mains as well as acquisition of the rights-of-way and utility easements to accommodate this project. The project was approved for Federal (80%) and State (10%) funding with the City responsible for the remaining 10%. The total amount of Federal Funds available is \$1,200,000.

DISCUSSION:

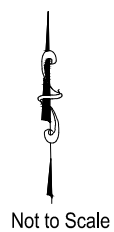
The owners of the attached properties have expressed various concerns and have refused to sign right-of-way and/or easement documents based on their concerns. These properties represent 5 of the total 18 properties to be acquired. Staff will continue to negotiate with these property owners to avoid condemnation whenever possible. However, it is imperative that the right-of-way and easements be acquired in a timely manner so as not to delay the construction of the project.

BUDGET/STAFF IMPACT:

The payment for land acquisition will be made from the project budget allocated for the Old Wire Road Project (Mission to 265), which is funded by the Transportation Bond Fund. The agenda item staff review form indicates \$26,426 as the cost of this request. It should be noted that this is an estimate, based on the appraised values of the properties, and that the final cost is subject to negotiation with the property owners or by court order. The appraised value will be deposited into the Registry of the Circuit Court as just compensation when the condemnation complaint is filed for each property.

Attachments:

Easement Exhibits



CITY OF
Fayetteville
ARKANSAS

ENGINEERING DIVISION
113. W. MOUNTAIN STREET
FAYETTEVILLE, AR 72701
PHONE NO: (479) 575-8206 FAX NO: (479) 575-8202

LOPEZ/YOUNG PROPERTY



TEMPORARY
CONSTRUCTION EASEMENT
FOR
JEROME LOPEZ AND
ELIZABETH YOUNG

Not to Scale

S 87°05'51" E

582.12'

40 Acre Line

P.O.C.
NW Corner,
SW 1/4, NE 1/4
S-10, T-16N, R-30W

--- C.M. ---
--- A.M. ---

--- H.A. ---
--- F.A. ---

--- L.Y. ---
--- Y.E. ---

S 78°00'04" E

--- ---

P.O.B.

S 36°22'34" W

--- ---

S 36°22'34" W

--- ---

S 54°00'20" E

--- ---

N 77°34'32" W

--- ---

MISSION BLVD.
Construction Centerline

⊙ L --- R --- Δ = 18°10'33" CHORD --- S 28°14'15" W ---	⊙ L --- R --- Δ = 4°32'03" CHORD --- S 21°47'59" W ---	⊙ L --- R --- Δ = 8°16'19" CHORD --- S 28°12'13" W ---	⊙ L --- R --- Δ = 4°52'00" CHORD --- S 39°42'47" W ---	⊙ L --- R --- Δ = 2°12'44" CHORD --- S 37°28'57" W ---	⊙ L --- R --- Δ = 0°22'02" CHORD --- S 36°11'33" W ---	⊙ L --- R --- Δ = 0°55'41" CHORD --- S 35°32'42" W ---
---	--	--	--	--	--	--



PROP. UTILITY EASEMENT
- 1,859 Sq. Ft.

EXHIBIT
MAR. 2015

UTILITY EASEMENT
FOR
JEROME LOPEZ AND
ELIZABETH YOUNG



Not to Scale



ENGINEERING DIVISION
113. W. MOUNTAIN STREET
FAYETTEVILLE, AR 72701
PHONE NO: (479) 575-8206 FAX NO: (479) 575-8202

WRIGHT PROPERTY

765-08436-000
Baird, Howard & Naomi
Instrument No. 2012-19763
Part of Lots 18, 19, & 23
Meadowview Addition

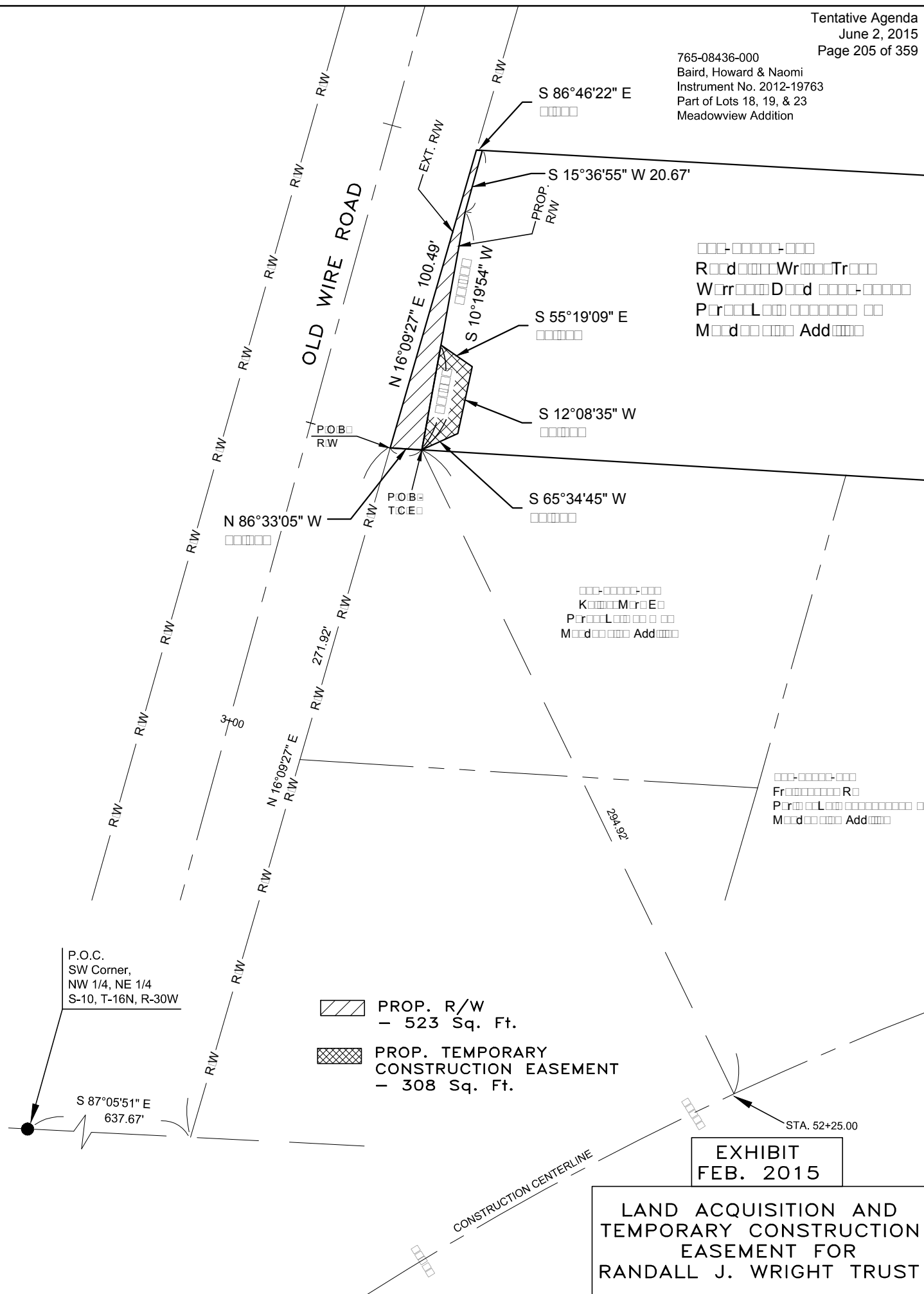


EXHIBIT
FEB. 2015

LAND ACQUISITION AND
TEMPORARY CONSTRUCTION
EASEMENT FOR
RANDALL J. WRIGHT TRUST

765-08436-000
Baird, Howard & Naomi
Instrument No. 2012-19763
Part of Lots 18, 19, & 23
Meadowview Addition

☐-☐☐☐
 Road ☐ Wr ☐ Tr ☐
 Wrr ☐ D ☐ ☐-☐
 Pr ☐ L ☐ ☐ ☐
 M ☐ d ☐ ☐ Add ☐

S 86°46'22" E
☐

N 15°36'55" E
☐

S 14°46'05" W
☐

S 10°19'55" W
☐

N 86°33'05" W
☐

P.O.B. = U.E. ☐

N 86°33'05" W
☐

☐-☐☐☐
 K ☐ M ☐ E ☐
 Pr ☐ L ☐ ☐ ☐
 M ☐ d ☐ ☐ Add ☐

☐-☐☐☐
 Fr ☐ ☐ R ☐
 Pr ☐ L ☐ ☐ ☐ ☐
 M ☐ d ☐ ☐ Add ☐

OLD WIRE ROAD

EXT. R/W

PROP. R/W

271.92'

3+00

N 16°09'27" E

P.O.C.
SW Corner,
NW 1/4, NE 1/4
S-10, T-16N, R-30W

S 87°05'51" E
637.67'

 PROP. UTILITY EASEMENT
- 1,526 Sq. Ft.

EXHIBIT
FEB. 2015

UTILITY EASEMENT
FOR
RANDALL J. WRIGHT TRUST



City of Fayetteville, Arkansas

Tentative Agenda
June 2, 2015
Page 207 of 359
113 West Mountain Ave.
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0249

Agenda Date: 6/2/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 1

RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

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

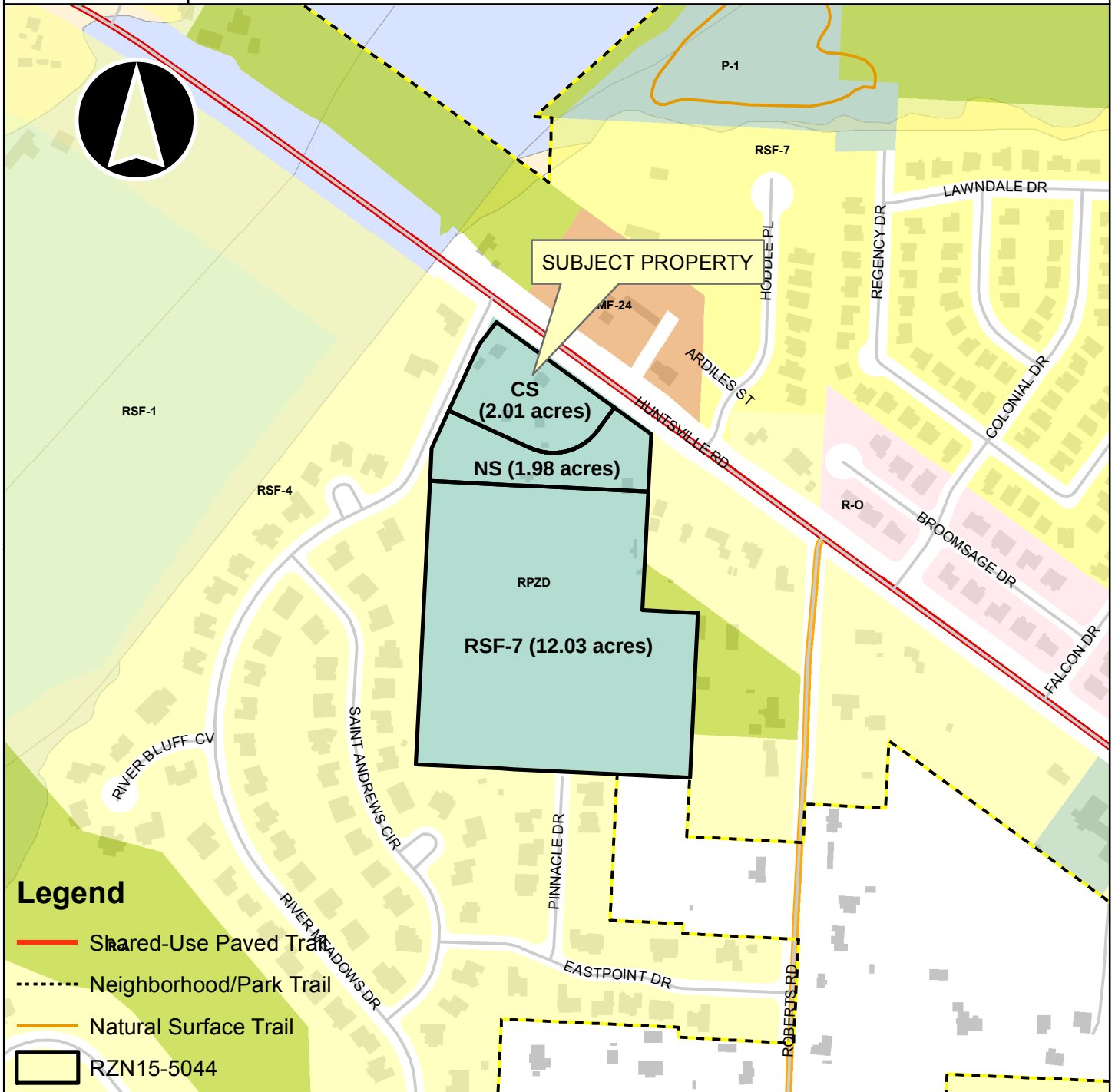
Section 1. That the City Council for the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from R-PZD 08-3071, Residential Planned Zoning District Bridgedale Plaza to RSF-7, Residential Single Family, 7 Units per Acre, NS, Neighborhood Services, and CS, Community Services, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

RZN15-5044

THE PLAZA

Close Up View

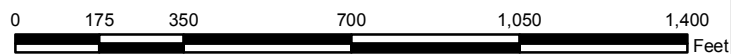


Legend

- Shared-Use Paved Trail
- - - Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5044

Overview

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



LEGAL DESCRIPTION: (ENTIRE TRACT)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET TO THE P.O.B., THENCE N02°51'17"E 857.50 FEET, THENCE N24°33'07"E 301.26 FEET, THENCE ALONG A CURVE TO THE RIGHT 19.81 FEET, SAID CURVE HAVING A RADIUS OF 89.00 FEET AND A CHORD BEARING OF N30°55'40"E 19.77 FEET, THENCE N37°18'14"E 65.78 FEET, THENCE S54°18'58"E 79.68 FEET, THENCE S53°59'33"E 439.95 FEET, THENCE S02°54'07"W 477.63 FEET, THENCE S86°54'34"E 150.65 FEET, THENCE S02°46'49"W 446.94 FEET, THENCE N87°12'11"W 513.27 FEET, THENCE N87°02'40"W 230.74 FEET TO THE P.O.B.; CONTAINING 16.02 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION: (RSF-7, Residential Single Family Seven Units per Acre)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET TO THE P.O.B., THENCE N02°51'17"E 769.60 FEET, THENCE S87°08'43"E 593.04 FEET, THENCE S02°54'07"W 321.93 FEET, THENCE S86°54'34"E 150.65 FEET, THENCE S02°46'49"W 446.94 FEET, THENCE N87°12'11"W 513.27 FEET, THENCE N87°02'40"W 230.74 FEET TO THE P.O.B.; CONTAINING 12.03 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION: (NS, Neighborhood Services)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET, THENCE N02°51'17"E 769.60 FEET TO THE P.O.B., THENCE N02°51'17"E 87.89 FEET, THENCE N24°33'07"E 112.82 FEET, THENCE S65°26'17"E 241.92 FEET, THENCE ALONG A CURVE TO THE LEFT 205.58 FEET, SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF N75°17'56"E 189.87 FEET, THENCE N36°02'08"E 75.63 FEET, THENCE S53°59'33"E 124.56 FEET, THENCE S02°54'07"W 155.70 FEET, THENCE N87°08'43"W 593.04 FEET TO THE P.O.B.; CONTAINING 1.98 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION: (CS, Community Services)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET, THENCE N02°51'17"E 857.50 FEET, THENCE N24°33'07"E 112.82 FEET TO THE P.O.B., THENCE N24°33'07"E 188.43 FEET, THENCE ALONG A CURVE TO THE RIGHT 19.81 FEET, SAID CURVE HAVING A RADIUS OF 89.00 FEET AND A CHORD BEARING AND DISTANCE OF N30°55'40"E 19.77 FEET, THENCE N37°18'14"E 65.78 FEET, THENCE S54°18'58"E 79.68 FEET, THENCE S53° 59'33"E 315.39 FEET, THENCE S36°02'08"W 75.63 FEET, THENCE ALONG A CURVE TO THE RIGHT 205.58 FEET, SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF S75°17'56"W 189.87 FEET, THENCE N65°26'17"W 241.92 FEET TO THE P.O.B.; CONTAINING 2.01 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

City of Fayetteville Staff Review Form

2015-0249

Legistar File ID

6/2/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jeremy Pate

5/15/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5044: Rezone (4065 E. HUNTSVILLE RD./THE PLAZA, 569): Submitted by JORGENSEN & ASSOCIATES for property located at the 4065 E. HUNTSVILLE RD. The property is zoned R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA and contains approximately 16.02 acres. The request is to rezone the property to RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JUNE 2, 2015

TO: Fayetteville City Council

FROM: Andrew Garner, City Planning Director

DATE: May 15, 2015

SUBJECT: **RZN 15-5044: Rezone (4065 E. HUNTSVILLE RD./THE PLAZA, 569):**
Submitted by JORGENSEN & ASSOCIATES for property located at the 4065 E. HUNTSVILLE RD. The property is zoned R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA and contains approximately 16.02 acres. The request is to rezone the property to RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to RSF-7, Residential Single Family, 7 Units per Acre, NS, Neighborhood Services, and CS, Community Services.

BACKGROUND:

The subject property contains approximately 16.02 acres located at the southeast corner of Highway 16 East and River Meadows Drive. All five parcels are zoned R-PZD Bridgedale Plaza, which was a mixed-use development approved by the City Council in 2008 by Ordinance No. 5197. The development was never constructed and the project has expired. The Bridgedale Plaza development was approved in three planning areas including 60 single family dwellings, 30,250 sq. ft. of non-residential space and 24 multi-family dwelling units over offices.

The request is to rezone the north 2.01 acres to CS, Community Services, the middle 1.98 acres to NS, Neighborhood Services, and the south 12.03 acres to RSF-7, Residential Single Family Seven Units per Acre.

Land Use Compatibility:

The property is located along a busy highway corridor with single and multi-family homes to the north, standard subdivision lots to the west and south, and some larger lots of approximately one acre to the east. The proposed zoning for mixed use at the intersection and transitioning to single family zoning provides adequate transition and compatible uses with the surrounding single and multi-family dwellings.

Land Use Plan Analysis:

The zoning is in compliance with many of the goals of City Plan 2030 in particular the mixed-use nature of the commercial, office, and different transitional zonings to create the opportunity for a viable neighborhood. The proposal provides the opportunity for neighborhood services in an area where services are limited. These potential services could serve the surrounding primarily

residential uses for commercial goods and services and provide an area in which residents can live, work, and play. Providing nodes of neighborhood commercial and mixed use zoning discourages sprawl, decreases a neighborhood's reliance on regional commercial developments, and can potentially reduce the number of vehicle trips in the area. The zoning proposal also provides the opportunity for a variety of dwelling types increasing diversity and vibrancy in the community.

Goal 3 in City Plan 2030 states that, "We will make traditional town form the standard". This goal promotes a variety of uses within a neighborhood for daily needs and services within walking distance. In particular, the CS and NS zoning districts are form-based zones intended for buildings to create an inviting pedestrian streetscape with mixed-use buildings and residences close to the street, screening parking areas, and providing sidewalks in a traditional town form.

DISCUSSION:

On May 11, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 6-1-0 (Commissioner Brown voted 'no'). At the Planning Commission meeting three members of the public spoke against the rezoning citing concerns with traffic, property values, and flooding.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: May 11, 2015 Updated with Planning Commission results

SUBJECT: **RZN 15-5044: Rezone (4065 E. HUNTSVILLE RD./THE PLAZA, 569):**
Submitted by JORGENSEN & ASSOCIATES for property located at the 4065 E. HUNTSVILLE RD. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 16.02 acres. The request is to rezone the property to RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN 15-5044** to the City Council with a recommendation for approval.

BACKGROUND:

The subject property contains approximately 15.95 acres located at the southeast corner of Highway 16 East and River Meadows Drive. All five parcels are zoned R-PZD Bridgedale Plaza, which was a mixed-use development approved by the City Council in 2008 by Ordinance No. 5197. The development was never constructed and the project has expired. The Bridgedale Plaza development was approved in three planning areas including 60 single family dwellings, 20,000 sq. ft. of non-residential space and 24 multi-family dwelling units over offices, and 20,000 sq. ft. of non-residential space. The surrounding zoning and land uses are depicted in *Table 1*.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Single-family/multi-family	RMF-24, Residential Multi-family 24 units per acre; R-A, Residential Agricultural
South	Single-family	RSF-4, Residential Single-family; unincorporated county (1 dwelling per acre)
East	Single-family	RSF-4, Residential Single-family; R-A, Residential Agricultural
West	Single-family	RSF-4, Residential Single-family

Request: The request is to rezone the north 2.01 acres to CS, Community Services, the middle 1.98 acres to NS, Neighborhood Services, and the south 12.03 acres to RSF-7, Residential Single Family Seven Units per Acre.

Public Comment: Staff has received a phone call from a resident in the Stonebridge Meadows who discussed concerns with traffic and adverse impacts to property values..

INFRASTRUCTURE:

Streets: The subject parcel has access to River Meadows Drive to the northwest (Local Street), Huntsville Road (Hwy. 16) to the north (Principal Arterial Drive), and Pinnacle Drive (Local Street) to the south. Any required improvements to these streets will be determined at time of development. Previous improvements required with the Bridgedale Plaza PZD included the addition of right- and left-turn lanes on River Meadows at Highway 16; all standard improvements to Highway 16 and the potential for a center turn lane; and potential for construction of or contribution of payment for a traffic signal at River Meadows and Highway 16.

Water: Public water is available to the site. There are three locations where water can be accessed by this site. One is an existing 8-inch main along the property frontage of River Meadows Drive, another is the 12-inch main along the property frontage on Huntsville, and the last is along the south side of the property where an 8-inch main has been stubbed out from Pinnacle Dr. for future extension.

Sewer: Sanitary sewer is available to the site at multiple places. An 8-inch main runs along the southern side of the property near the stub out of Pinnacle Drive. There is also an 8-inch line stubbed out to the property along the property frontage of River Meadows Drive. Both of these connection points flow to Sanitary Sewer Lift Station #27. There is also gravity sewer available to the property along the Huntsville Road frontage.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. This property is not located within the floodplain, but the City's GIS mapping does indicate Hydric Soils near the northeast corner. Therefore, a wetlands determination will be necessary at the time of development. This parcel does not contain any protected streams per the Streamside Protection map. No portions of the subject parcel are located within the Hillside/Hilltop Overlay District.

Fire: The Fire Department did not express any concerns with this request.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN:

*City Plan 2030 Future Land Use Plan designates this site as a **Residential Neighborhood Area**.*

Residential Neighborhood Areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single-family, multi-family and row houses. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors.

DISCUSSION:

FINDINGS OF THE STAFF

Recommendation: Staff recommends forwarding **RZN 15-5044** to the City Council with a recommendation for approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>May 11, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>Hoskins</u>	Second: <u>Selby</u>	Vote: <u>6-1-0</u> (commissioner Brown voted 'no')	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: _____	☐ Approved	☐ Denied	
<i>Note: The Planning Commission recommended approval of the rezoning</i>			

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

Finding: In staff's opinion the three zoning districts proposed for the property are compatible with the surrounding land uses and consistent with land use planning objectives and land use plans.

The property is located along a busy highway corridor with single and multi-family homes to the north, standard subdivision lots to the west and south, and some larger lots of approximately one acre to the east. The proposed zoning for mixed use at the intersection and transitioning to single family zoning provides adequate transition and compatible uses with the surrounding single and multi-family dwellings.

The zoning is in compliance with many of the goals of City Plan 2030 in particular the mixed-use nature of the commercial, office, and different transitional zonings to create the opportunity for a viable neighborhood. The zoning proposal provides the opportunity for neighborhood services in an area where services are limited. These potential services could serve the surrounding primarily residential uses for commercial goods and services and provide an area in which residents can live, work, and play. Providing nodes of neighborhood commercial and mixed use zoning discourages sprawl, decreases a neighborhood's reliance on regional commercial developments, and can potentially reduce the number of vehicle trips in the area.

Goal 3 in City Plan 2030 states that, "*We will make traditional town form the standard*". This goal promotes a variety of uses within a neighborhood for daily needs and services within walking distance. In particular, the CS and NS zoning districts are form-based zones intended for buildings to create an inviting pedestrian streetscape with mixed-use buildings and residences close to the street, screening parking areas, and providing sidewalks in a traditional town form.

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

Finding: In staff's opinion the rezoning is justified and needed at this time. Currently, the property is zoned R-PZD Bridgedale Plaza, but all development rights have expired. This creates challenges for the current property owner and any future buyer, as nothing can be developed on the property without a rezoning.

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

Finding: The property is currently undeveloped and there are no development rights, since the PZD approval has expired. Any rezoning action will increase traffic congestion in the area. Highway 16 is a very congested roadway at peak times and in particular it is very difficult turning left out of River Meadows Drive onto Highway 16 during these times. However, any new development will also create the requirement for new streets and street improvements that will help facilitate additional traffic. With adequate street improvements required as part of the development to the surrounding street infrastructure, traffic danger and congestion should be minimized.

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

Finding: Rezoning the property will likely increase population density and commercial intensity. There are adequate water and sewer services along and within this property to support future development. The Fayetteville Police and Fire Departments have not expressed concerns with this rezoning.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.08; 161.16; 161.19
- Request letter
- Proposed Zoning Exhibit
- Bridgedale Plaza R-PZD 08-3071 site plan
- Close Up Map
- Current Land Use Map
- Future Land Use Map
- One Mile Map

161.08 District RSF-7, Residential Single-Family – Seven Units Per Acre

(A) *Purpose* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Single-family dwelling units per acre	7 or less
---------------------------------------	-----------

(D) *Bulk and area regulations.*

(E) *Lot width minimum.*

Single-family	60 ft.
Two-family	60 ft.
Townhouse, no more than two attached	30 ft.

(F) *Lot area minimum.*

Single-family	6,000 sq. ft.
Two-family	6,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(G) *Land area per dwelling unit.*

Single-family	6,000 sq. ft.
Two-family	3,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(H) *Setback requirements.*

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

(I) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(J) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

Cross reference(s)--Variance, Ch. 156.

161.16 Neighborhood Services

- (A) *Purpose.* The Neighborhood Services district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses*

(1) *Permitted uses*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units
Unit 44	Cottage Housing Development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes
Unit 45	Small scale production

(C) *Density.*

Units per acre	10 or less
----------------	------------

(D) *Bulk and Area*

(1) *Lot width minimum*

Single-family	35 feet
Two-family	70 feet
Three or more	90 feet
All other uses	None

(2) *Lot area minimum.*

Single-family	4,000 sq. ft.
Two-family or more	3,000 sq. ft. of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback regulations*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

- (G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	56 ft.
-------------------------	--------

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)



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

3/26/15

At: Andrew Garner
Re: Bridgedale Plaza Rezoning

Attached please find information pertaining to a rezoning request for Bridgedale Plaza. This project was previously processed as a PZD and due to the bad economy nothing was started so it has expired.

The owner would now like to request a rezoning as follows;

Area #1	to RSF -7
Area #2	to NS
Area #3	to CS

Area #1 consists of 12.03 acres and the request is to rezone to RSF-7 which would allow for 60' wide lots, 6000 sf minimum. Our plan shows a maximum 57 single family lots.

Area #2 consists of 1.98 acres and the request is to rezone to NS (Neighborhood services) serving as mixed use low intensity promoting walkable, pedestrian oriented neighborhood businesses.

Area #3 consist of 2.01 acres and the request is to rezone to CS (Community services) providing convenience goods and personal services.

This property is surrounded by RSF-4 to the west, south and partially to the east. A portion of the property to the east is R-A. Property to the north is RMF-24, RSF-7 and RSF-4. This property will be accessed by Pinnacle Drive to the south and River Meadows Drive and Hwy 16 to the north. Water and sewer will be accessed to the north, west and south.

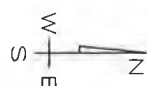
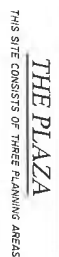
Detention will be provided to the north and to the south.

Please review and contact me concerning any questions you may have.

Sincerely;

David L. Jorgensen, P.E.

• PUBLIC WORKS • LAND DEVELOPMENT • WATER SYSTEMS • WASTEWATER SYSTEMS • LAND SURVEYING •



ENGINEER
JOSEPHINE A. ALLEN
2204 THE PINES
126 WEST SUNDRIOD S
FAYETTEVILLE, AR 72701
(479) 662-9127

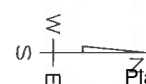
OWNER / DEVELOPER
CLAY MCQUINN
5014 ANGLASHIRE CIR
SPRINGDALE, AR 72702

PROJECT MANAGERS

[illegible]

FL000 PAIN NOTE





GRAPHIC SCALE

0 20 40 60

(30 FEET)

1 inch = 60 ft.

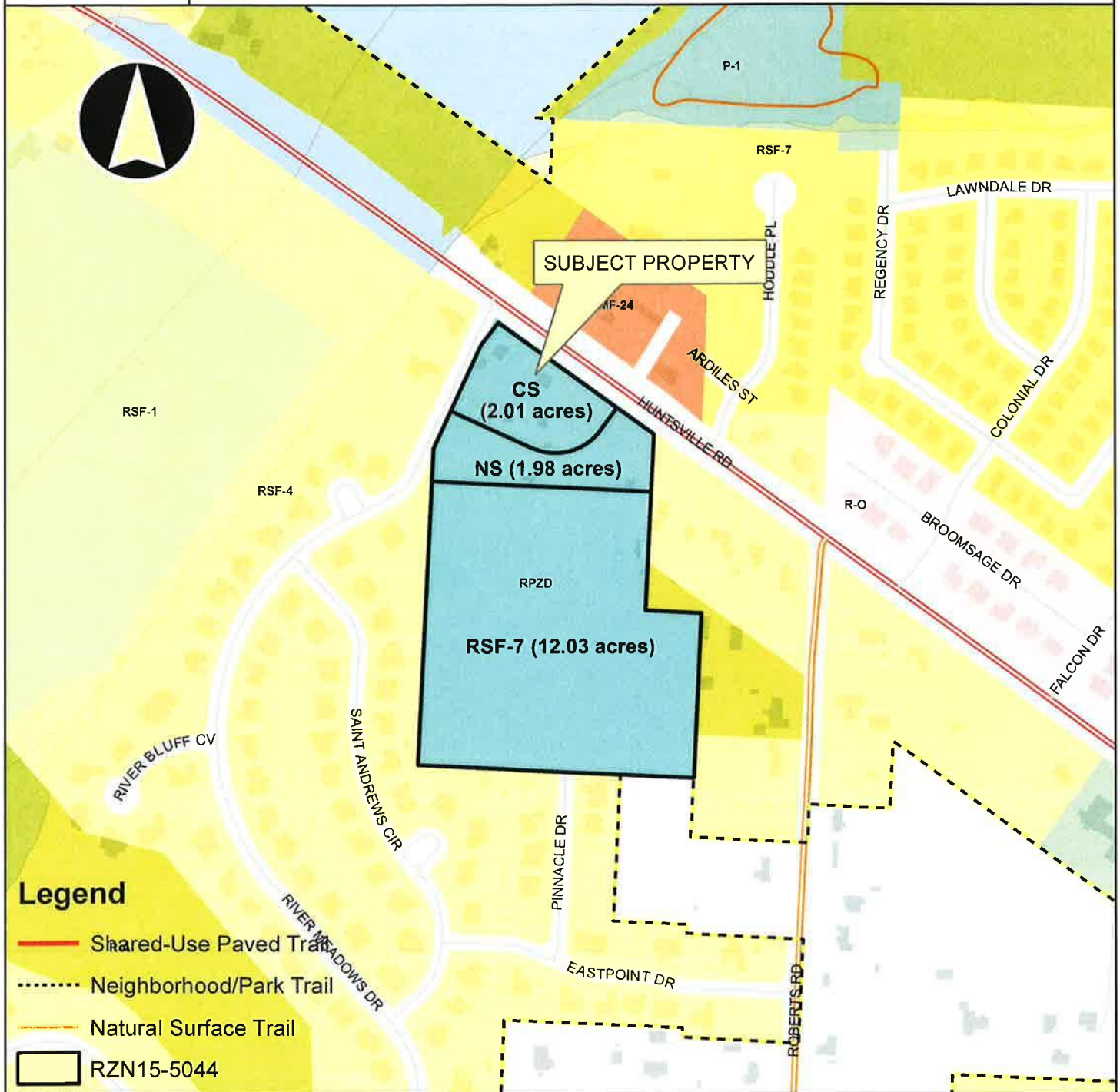
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Planning Commission
May 11, 2015
Agenda Item 4
15-5044 The Plaza S/D
Page 11 of 15

RZN15-5044

THE PLAZA

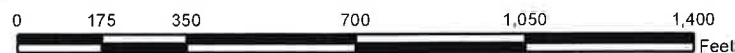
Close Up View



Legend

- Shared-Use Paved Trail
- - - Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5044

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



RZN15-5044

THE PLAZA

Current Land Use



Legend

Shared-Use Paved Trail

Neighborhood/Park Trail

Natural Surface Trail

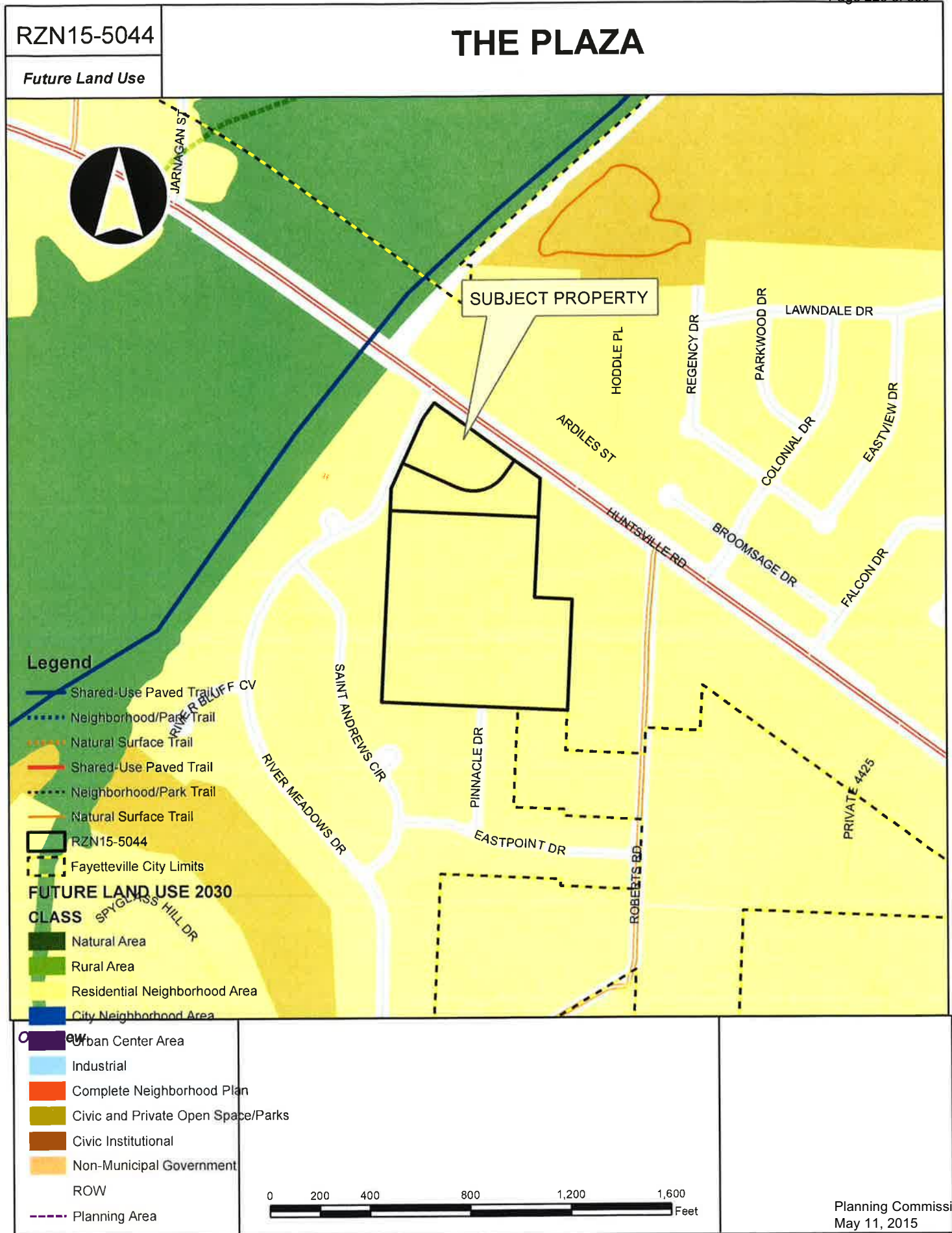
RZN15-5044

Fayetteville City Limits

Design Overlay District

Planning Area

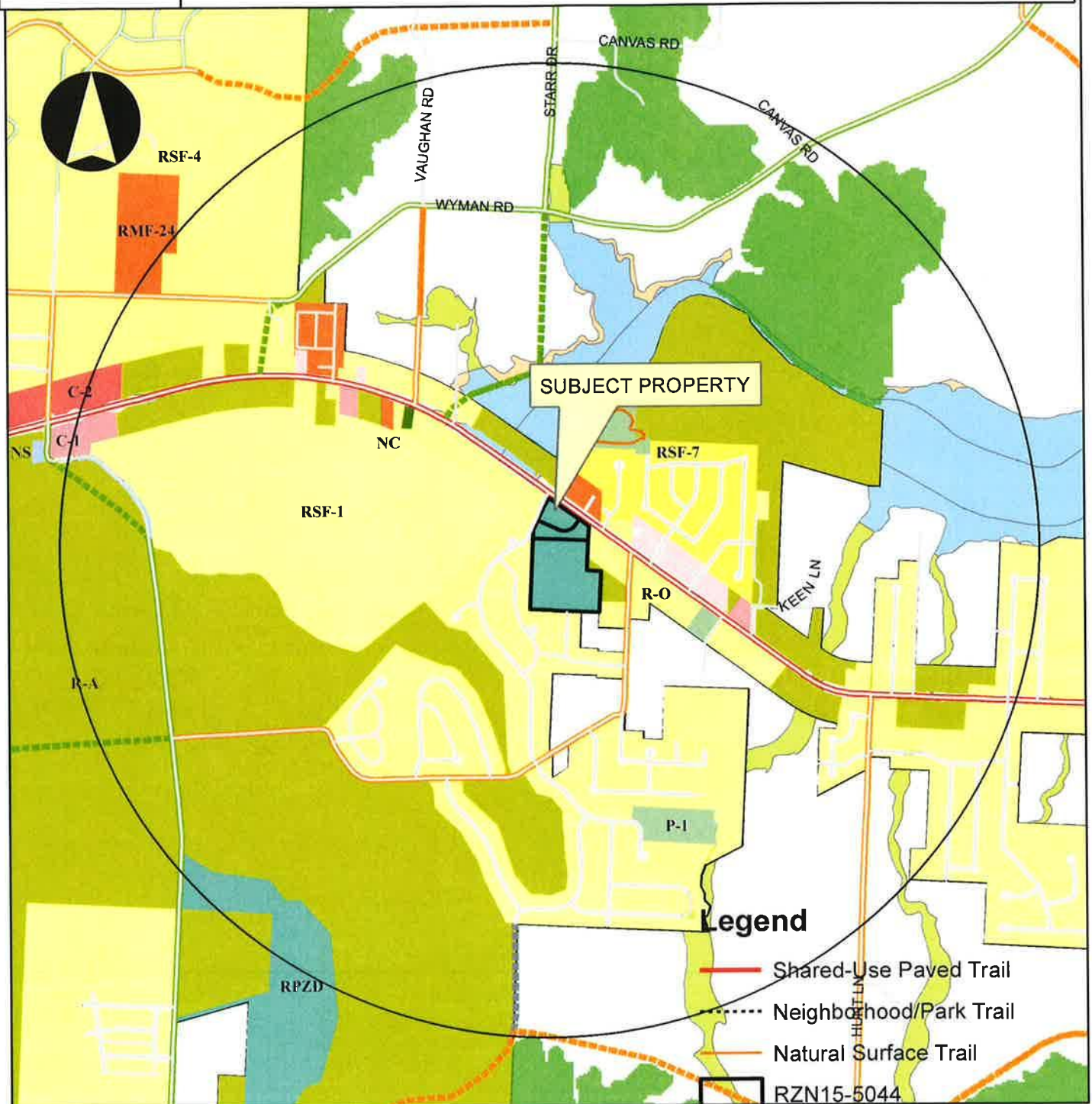




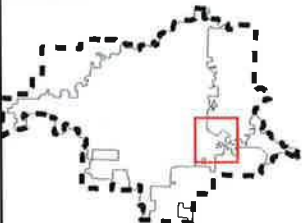
RZN15-5044

THE PLAZA

One Mile View



Overview



Legend

Subject Property

Boundary

0 0.25 0.5

1 Miles

Hillside-Hilltop Overlay District

Design Overlay District

Planning Area

Fayetteville



City of Fayetteville, Arkansas

Tentative Agenda
June 2, 2015
Page 28 of 359
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0248

Agenda Date: 6/2/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 2

VAC 15-5037 (HABOR ISLE & ZION RDS./WOODBURY S/D)

AN ORDINANCE TO APPROVE VAC 15-5037 SUBMITTED BY BLEW & ASSOCIATES FOR PROPERTY LOCATED AT HARBOR ISLE AND ZION ROAD TO VACATE PORTIONS OF EXISTING UTILITY 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 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 utility easements 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 and associated new easement dedication shall be at the owner/developer's expense.
2. Existing utilities located within the easements shall be abandoned and relocated as required by the utility providers at the owner/developer's expense.

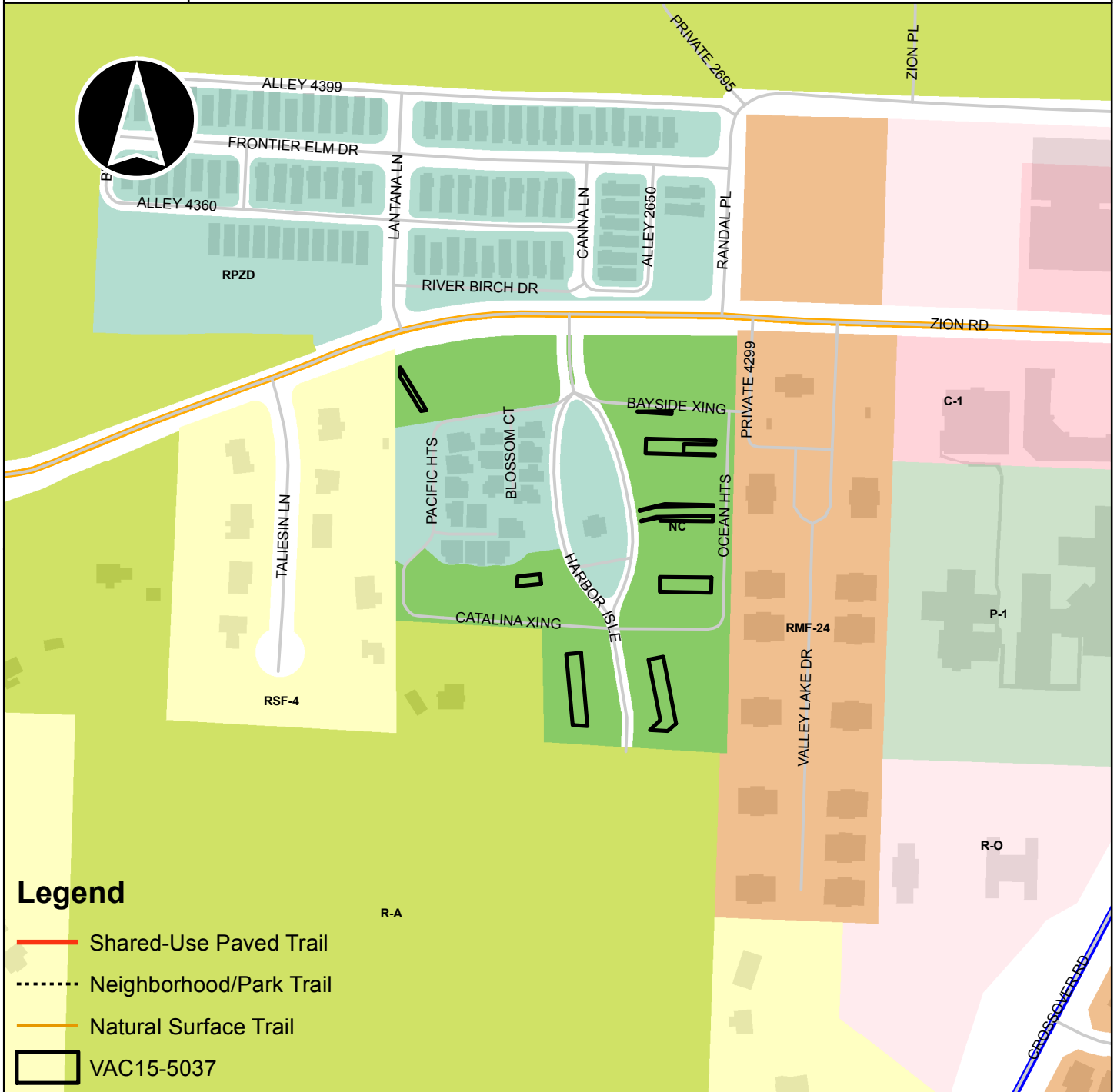
15-5037 EXHIBIT 'A'

Tentative Agenda
June 2, 2015
Page 229 of 359

VAC15-5037

WOODBURY S/D

Close Up View

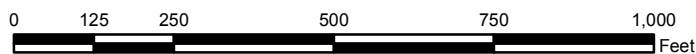


Legend

- Shared-Use Paved Trail
- - - Neighborhood/Park Trail
- Natural Surface Trail
- VAC15-5037

Overview

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



15-5037
EXHIBIT 'B'

EASEMENT VACATION 1 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', N00°06'41"W 420.56', N89°53'19"E 51.41' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N31°02'38"W 80.56', THENCE N00°06'41"W 19.45', THENCE S31°02'38"E 101.20', THENCE S80°30'45"W 10.75' TO THE POINT OF BEGINNING. CONTAINING 909 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.

EASEMENT VACATION 2 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 241.51', N03°32'47"E 79.51' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N03°19'46"E 20.29', THENCE N83°41'18"E 45.49', THENCE S06°18'44"E 20.00', THENCE S83°41'16"W 48.89' TO THE POINT OF BEGINNING. CONTAINING 944 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.

EASEMENT VACATION 3 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 56.19', N88°58'24"E 47.93' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N85°00'12"E 30.00', THENCE S04°59'48"E 148.81', THENCE N86°27'08"W 30.34', THENCE N04°59'48"W 144.30' TO THE POINT OF BEGINNING. CONTAINING 4397 SQUARE FEET, OR 0.10 ACRES, MORE OR LESS.

EASEMENT VACATION 4 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 213.58', N03°32'52"E 30.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N47°19'45"E 28.31', THENCE N10°50'49"W 125.83', THENCE N79°09'11"E 30.00', THENCE S10°50'49"E 137.81', THENCE S47°19'45"W 22.56', THENCE N86°27'08"W 36.01' TO THE POINT OF BEGINNING. CONTAINING 4616 SQUARE FEET, OR 0.11 ACRES, MORE OR LESS.

EASEMENT VACATION 5 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 317.66', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N89°02'57"W 103.89', THENCE N00°47'03"E 30.00', THENCE S89°12'57"E 104.30', THENCE S01°33'37"W 30.30' TO THE POINT OF BEGINNING. CONTAINING 3139 SQUARE FEET, OR 0.07 ACRES, MORE OR LESS.

EASEMENT VACATION 6 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 461.83', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N89°12'57"W 107.00', THENCE N00°47'03"E 6.76', THENCE S78°54'34"W 40.15', THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 971.82', HAVING A CHORD BEARING AND DISTANCE OF N06°05'02"W 1.41', THENCE N75°53'33"E 32.40', THENCE N89°06'26"E 115.37', THENCE S01°36'59"W 11.60' TO THE POINT OF BEGINNING. CONTAINING 1166 SQUARE FEET, OR 0.03 ACRES, MORE OR LESS.

EASEMENT VACATION 7 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 493.45', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE S89°06'26"W 118.57', THENCE S75°53'33"W 32.13', THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 971.82', HAVING A CHORD BEARING AND DISTANCE OF N07°22'18"W 1.94', THENCE N77°31'43"E 51.87', THENCE S89°12'57"E 99.38', THENCE S01°36'59"W 2.09' TO THE POINT OF BEGINNING. CONTAINING 458 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

EASEMENT VACATION 8 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 595.86', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N88°04'00"W 141.00', THENCE N01°56'00"E 30.00', THENCE S88°04'00"E 141.17', THENCE S01°36'59"W 7.95', THENCE N88°59'21"W 63.85', THENCE S01°00'39"W 20.00', THENCE S88°59'21"W 63.64', THENCE S01°36'59"E 2.05' TO THE POINT OF BEGINNING. CONTAINING 2958 SQUARE FEET, OR 0.07 ACRES, MORE OR LESS.

EASEMENT VACATION 9 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 677.42', N88°23'01"W 130.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N86°19'49"W 50.42', THENCE N84°20'13"W 19.81', THENCE N89°06'26"E 70.09', THENCE S00°29'39"W 6.27' TO THE POINT OF BEGINNING. CONTAINING 237 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

City of Fayetteville Staff Review Form

2015-0248

Legistar File ID

6/2/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jeremy Pate

5/15/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 15-5037: Vacation (HARBOR ISLE & ZION RDS./WOODBURY S/D, 137): Submitted by BLEW & ASSOCIATES for properties located at the INTERSECTION OF HARBOR ISLE & ZION ROADS. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.74 acres. The request is to vacate portions of multiple utility easements within the subdivision.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JUNE 2, 2015

TO: Fayetteville City Council

FROM: Andrew Garner, City Planning Director

DATE: May 15, 2015

SUBJECT: **VAC 15-5037: Vacation (HARBOR ISLE & ZION RDS./WOODBURY S/D, 137):** Submitted by BLEW & ASSOCIATES for properties located at the INTERSECTION OF HARBOR ISLE & ZION ROADS. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.74 acres. The request is to vacate portions of multiple utility easements within the subdivision.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to vacate portions of existing utility easements.

BACKGROUND:

The subject property is located on the south side of Zion Road within the Woodbury neighborhood, across Zion Road from the Lakewood Village neighborhood. The Woodbury project was approved by City Council as a Planned Zoning District (PZD) in 2006. The PZD was a master planned development for 67 single family units, 45 multi-family units and a 1.12-acre common green with community pool in the center of the development. Easements were dedicated throughout the property and infrastructure for the project, 16 single family dwellings and the community pool were constructed several years ago. A majority of the site remains undeveloped with the exception of the infrastructure. The property was rezoned to NC, Neighborhood Conservation in 2011. On April 27, 2015 the Planning Commission approved a preliminary plat to create a 38-lot single family subdivision on the property. The applicant requests vacation of multiple easements throughout the property that were originally platted to serve the Woodbury PZD, but conflict with the larger lot subdivision currently approved. Easements proposed to be vacated are shown on the attached plans.

DISCUSSION:

On May 11, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 7-0-0 on the consent agenda.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- CC Ordinance
- Exhibit A
- Exhibit B
- Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: May 11, 2015 *Updated with Planning Commission results*

SUBJECT: **VAC 15-5037: Vacation (HARBOR ISLE & ZION RDS./WOODBURY S/D, 137):** Submitted by BLEW & ASSOCIATES for properties located at the INTERSECTION OF HARBOR ISLE & ZION ROADS. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.74 acres. The request is to vacate portions of multiple utility easements within the subdivision.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5037** to the City Council with a recommendation for approval.

BACKGROUND:

Background: The subject property is located on the south side of Zion Road within the Woodbury neighborhood, across Zion Road from the Lakewood Village neighborhood. The Woodbury project was approved by City Council as a Planned Zoning District (PZD) in 2006. The PZD was a master planned development for 67 single family units, 45 multi-family units and a 1.12-acre common green with community pool in the center of the development. Easements were dedicated throughout the property and infrastructure for the project, 16 single family dwellings and the community pool were constructed several years ago. A majority of the site remains undeveloped with the exception of the infrastructure. The property was rezoned to NC, Neighborhood Conservation in 2011. On April 27, 2015 the Planning Commission approved a preliminary plat to create a 38-lot single family subdivision on the property. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-Family Residential (Lakewood Subdivision)	RPZD, Residential Planned Zoning District
South	Woodbury neighborhood	R-PZD; NC
East	Multi-Family Residential	RMF-24, Residential multi-Family, 24 units/acre
West	Single-Family Residential	RSF-4, Residential single-Family, 4 units/acre

Proposal: The applicant requests vacation of multiple easements throughout the property that were originally platted to serve the Woodbury PZD, but conflict with the larger lot subdivision currently approved. Easements proposed to be vacated are shown on the attached plans.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with the following responses:

UTILITIES

RESPONSE

Cox Communications

No objections with conditions

AEP/SWEPCO

No objections

Source Gas

No objections with conditions

AT&T

No objections with conditions

Ozarks Electric

No objections

CITY OF FAYETTEVILLE

RESPONSE

Water/Sewer

No objections with conditions

Trash & Recycling

No objections

Transportation

Not applicable

Public Comment:

No public comment has been received.

Recommendation:

Staff recommends forwarding **VAC 15-5037** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.
2. Cox Communication requires that the owner/developer will need to pay relocation costs of their plant within the proposed vacation and new easement will need to be platted from Zion Road tying into the first Cox Communication pedestal location within the subdivision
- ~~3. The Area 1 vacation area shall remain as is for SourceGas use, and the SourceGas main located within the 20-foot utility easement between Area 6 and 7 to remain.~~
4. City water and sewer are located in some of the easements being vacated and must be killed out prior to vacation approval.

After the Planning Commission meeting the applicant provided written documentation from SourceGas agreeing to vacate all of the easements (including Area 1) as proposed with the condition that utilities in the easements to be relocated at the owner/developer's expense.

PLANNING COMMISSION ACTION

☒ Forwarded ☐ Denied ☐ Tabled

Date: May 11, 2015

Motion: Cook

Second: Hoffman

Vote: 7-0-0

Notes:

Recommend approval; on consent agenda.

BUDGET/STAFF IMPACT:

None

Attachments:

- Request Letter
- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibit
- One Mile Map
- Close Up Map

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

Charlie Zardin
Blew & Associates, PA
524 West Sycamore, Suite 4
Fayetteville, Arkansas 72703

Planning Commission
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

SUBJECT: Woodbury Subdivision Easement Vacation

March 12, 2015

To Whom It May Concern:

The property developer, Buffington Homes, is requesting the vacation of portions of multiple Utility Easements located within Woodbury Subdivision located at N. Harbor Isle and Zion Road. These easements currently contain utilities which were installed with the Phase 1 construction of Woodbury. This subdivision is now being re-designed to create 33 buildable Single-Family Residential Lots. The existing utilities located within these easements are to be removed or relocated. The vacation of these easements would then allow for the creation of these single family lots.

Sincerely,

Charlie Zardin
Blew & Associates, PA

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

PETITION

**PETITION TO VACATE EASEMENTS LOCATED IN WOODBURY SUBDIVISION, CITY
OF FAYETTEVILLE, ARKANSAS**

The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Woodbury Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate easements which are described as follows:

EASEMENT VACATION 1 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', N00°06'41"W 420.56', N89°53'19"E 51.41' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N31°02'38"W 80.56', THENCE N00°06'41"W 19.45', THENCE S31°02'38"E 101.20', THENCE S80°30'45"W 10.75' TO THE POINT OF BEGINNING. CONTAINING 909 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.

EASEMENT VACATION 2 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 241.51', N03°32'47"E 79.51' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N03°19'46"E 20.29', THENCE N83°41'18"E 45.49', THENCE S06°18'44"E 20.00', THENCE S83°41'16"W 48.89' TO THE POINT OF BEGINNING. CONTAINING 944 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.

EASEMENT VACATION 3 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 56.19', N88°58'24"E 47.93' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N85°00'12"E 30.00', THENCE S04°59'48"E 148.81', THENCE N86°27'08"W 30.34', THENCE N04°59'48"W 144.30' TO THE POINT OF BEGINNING. CONTAINING 4397 SQUARE FEET, OR 0.10 ACRES, MORE OR LESS.

EASEMENT VACATION 4 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 213.58', N03°32'52"E 30.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N47°19'45"E 28.31', THENCE N10°50'49"W 125.83', THENCE N79°09'11"E 30.00', THENCE S10°50'49"E 137.81', THENCE S47°19'45"W 22.56', THENCE N86°27'08"W 36.01' TO THE POINT OF BEGINNING. CONTAINING 4616 SQUARE FEET, OR 0.11 ACRES, MORE OR LESS.

EASEMENT VACATION 5 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 317.66', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N89°02'57"W 103.89', THENCE N00°47'03"E 30.00', THENCE S89°12'57"E 104.30', THENCE S01°33'37"W 30.30' TO THE POINT OF BEGINNING. CONTAINING 3139 SQUARE FEET, OR 0.07 ACRES, MORE OR LESS.

EASEMENT VACATION 6 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

225.60', S86°27'08"E 370.40', N01°36'59"E 461.83', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N89°12'57"W 107.00', THENCE N00°47'03"E 6.76', THENCE S78°54'34"W 40.15', THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 971.82', HAVING A CHORD BEARING AND DISTANCE OF N06°05'02"W 1.41', THENCE N75°53'33"E 32.40', THENCE N89°06'26"E 115.37', THENCE S01°36'59"W 11.60' TO THE POINT OF BEGINNING, CONTAINING 1166 SQUARE FEET, OR 0.03 ACRES, MORE OR LESS.

EASEMENT VACATION 7 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 493.45', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE S89°06'26"W 118.57', THENCE S75°53'33"W 32.13', THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 971.82, HAVING A CHORD BEARING AND DISTANCE OF N07°22'18"W 1.94', THENCE N77°31'43"E 51.87', THENCE S89°12'57"E 99.38', THENCE S01°36'59"W 2.09' TO THE POINT OF BEGINNING, CONTAINING 458 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

EASEMENT VACATION 8 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 595.86', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N88°04'00"W 141.00', THENCE N01°56'00"E 30.00', THENCE S88°04'00"E 141.17', THENCE S01°36'59"W 7.95', THENCE N88°59'21"W 63.85', THENCE S01°00'39"W 20.00', THENCE S88°59'21"W 63.64', THENCE S01°36'59"E 2.05' TO THE POINT OF BEGINNING. CONTAINING 2958 SQUARE FEET, OR 0.07 ACRES, MORE OR LESS.

EASEMENT VACATION 9 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 653.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 677.42', N88°23'01"W 130.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N86°19'49"W 50.42', THENCE N84°20'13"W 19.81', THENCE N89°06'26"E 70.09', THENCE S00°29'39"W 6.27' TO THE POINT OF BEGINNING. CONTAINING 237 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

That the abutting real estate affected by said abandonment of the easements are Parcel #765-28348-100 & 765-28347-000 within the City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easements.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, 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.

Dated this 18 day of MARCH, 20 15.

Chris Eukins - Simmons Bank
Printed Name


Signature

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

DATE: 03/18/2015

UTILITY COMPANY: AT&T

APPLICANT NAME: Blew & Associates, PA APPLICANT PHONE: 479-443-4506

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 Woodbury Subdivision located at N. Harbor Isle and Zion Road

☒ (**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:

IF ANY AT&T FACILITIES ARE DAMAGED OR ARE REQUIRED TO BE RELOCATED
WILL BE THE RESPONSIBILITY OF THE DEVELOPER/ BUILDER



Signature of Utility Company Representative

OSP MGR PLNG & ENGRG DESIGN

Title

UTILITY APPROVAL FORM

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

DATE: 3-18-15

UTILITY COMPANY: OZARKS ELECTRIC

APPLICANT NAME: Blew & Associates, PA APPLICANT PHONE: 479-443-4506

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 Woodbury Subdivision located at N. Harbor Isle and Zion Road

☒ (*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:

Mike Phipps
Signature of Utility Company Representative

System Staking Tech
Title

UTILITY APPROVAL FORM

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

DATE: 3/19/15

UTILITY COMPANY: AEP- SWEPCO

APPLICANT NAME: Blew & Associates, PA APPLICANT PHONE: 479-443-4506

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 Woodbury Subdivision located at N. Harbor Isle and Zion Road

- ☒ (*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 Bay
Signature of Utility Company Representative

Distribution Engineer
Title

UTILITY APPROVAL FORM

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

DATE: 3/31/2015

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Blew & Associates, PA APPLICANT PHONE: 479-443-4506

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 Woodbury Subdivision located at N. Harbor Isle and Zion Road

☒ (*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:

Developer/Owner will need to pay relocation costs of our plant within the proposed vacation.

Will need new easement plated from Zion road tying into our first pedestal location within subdivision.

Relocation cost must be paid and cable moved before this easement can be vacated.


Signature of Utility Company Representative

CONSTRUCTION MANAGER
Title

UTILITY APPROVAL FORM

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

DATE: 5/13/2015

UTILITY COMPANY: SourceGas

APPLICANT NAME: Blew & Associates, PA APPLICANT PHONE: 479-443-4506

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 Woodbury Subdivision located at N. Harbor Isle and Zion Road

☒ (*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:
Provided that existing gas main is relocated to proposed
utility easement.



Signature of Utility Company Representative

Fayetteville Division Manager

Title

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

DATE: 3/18/15

UTILITY COMPANY: C & F- Solid Waste

APPLICANT NAME: Blew & Associates, PA APPLICANT PHONE: 479-443-4506

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 Woodbury Subdivision located at N. Harbor Isle and Zion Road

☒ (*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:

[Signature]

Signature of Utility Company Representative

Commercial Sales Rep

Title

December 2014
Page 5

UTILITY APPROVAL FORM

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

DATE: 3-18-2015

UTILITY COMPANY: City of Fayetteville Transportation Division

APPLICANT NAME: Blew & Associates, PA APPLICANT PHONE: 479-443-4506

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 Woodbury Subdivision located at N. Harbor Isle and Zion Road

☒ (*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:

Keith Shreve Keith Shreve
Signature of Utility Company Representative

Assistant Transportation Manager
Title

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

DATE: 8 APR 2015

UTILITY COMPANY: CITY OF FAYETTEVILLE

APPLICANT NAME: Blew & Associates, PA APPLICANT PHONE: 479-443-4506

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:

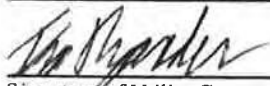
General location / Address Woodbury Subdivision located at N. Harbor Isle and Zion Road

☒ (*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.)

☒ ^{IS} No objections provided the following conditions are met:
THERE ARE WATER & SEWER LOCATED IN SOME OF THESE EASEMENTS
BEING VACATED. THESE MUST BE KILLED OUT PRIOR TO VACATION



Signature of Utility Company Representative

UTILITIES DIRECTOR

Title

EASEMENT VACATION PLAT

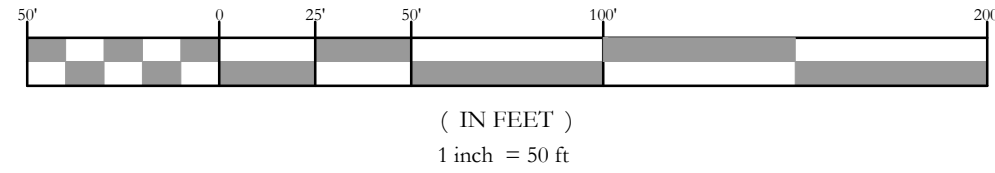
PARCEL# 765-28348-000 AND 765-28347-000
11.65 Acres ±

ZION RD
(35' ASPHALT - 59' M.S.P. R/W)

LAKEWOOD SUBDIVISION PROPERTY
OWNERS ASSO INC
PO BOX 1229
FAYETTEVILLE, AR 72702
Parcel: 765-26181-000
Zone: RFDZ

STARR, JON LARRY
2020 E RANDALL PL
FAYETTEVILLE, AR 72703
Parcel: 765-26168-000
Zone: RFDZ

GRAPHIC SCALE



Vicinity Map

Survey Description

SURVEY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 633.49' AND N00°07'54"W 227.04' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, SAID POINT BEING A FOUND IRON PIN, AND RUNNING THENCE N07°06'41"W 566.75' TO THE SOUTH RIGHT-OF-WAY OF ZION ROAD, THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 224.41', A RADIUS OF 718.75', A CHORD BEARING OF N81°33'29"E, AND A CHORD LENGTH OF 221.52', THENCE S89°42'53"E 477.01', THENCE LEAVING SAID RIGHT-OF-WAY S01°36'59"W 864.13' TO A FOUND IRON PIN, THENCE N86°27'08"W 370.40' TO A FOUND IRON PIN, THENCE N01°01'06"W 225.60' TO A FOUND IRON PIN, THENCE N60°27'13"W 297.49', TO THE POINT OF BEGINNING, CONTAINING 11.65 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

LESS AND EXCEPT THE FOLLOWING TWO TRACTS:

TRACT 1:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N86°27'08"W 331.98', N00°20'11"E 466.89' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 76.37', HAVING A CHORD BEARING AND DISTANCE OF N79°58'54"W 52.74', THENCE S12°53'01"W 21.58', THENCE S27°24'59"W 27.50', THENCE S00°50'54"W 22.10', THENCE S86°25'34"W 71.65', THENCE S85°45'58"W 74.49', THENCE S49°07'09"W 44.43', THENCE N44°50'06"E 8.85', THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 65.00', HAVING A CHORD BEARING AND DISTANCE OF N22°20'06"E 49.75', THENCE N00°09'54"W 175.85', THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 35.52', HAVING A CHORD BEARING AND DISTANCE OF N40°25'56"E 32.41', THENCE N81°15'47"E 204.65', THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 10.00', HAVING A CHORD BEARING AND DISTANCE OF S42°21'05"E 16.66', THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 597.79', HAVING A CHORD BEARING AND DISTANCE OF S01°49'08"E 257.90' TO THE POINT OF BEGINNING, CONTAINING 1.53 ACRES, MORE OR LESS.

TRACT 2:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N86°27'08"W 191.91', N00°20'11"E 417.07' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE S81°15'29"W 113.39', THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 591.75', HAVING A CHORD BEARING AND DISTANCE OF N01°06'06"W 122.58', THENCE S89°54'17"E 121.75', THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 518.27', HAVING A CHORD BEARING AND DISTANCE OF S06°34'52"E 103.90' TO THE POINT OF BEGINNING, CONTAINING 0.31 ACRES, MORE OR LESS.

EASEMENT VACATION 1 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 633.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 56.19', N88°58'24"E 47.95' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N07°19'46"E 20.29', THENCE N83°41'18"E 45.49', THENCE S06°18'44"E 20.00', THENCE S83°41'16"W 48.89' TO THE POINT OF BEGINNING, CONTAINING 999 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.

EASEMENT VACATION 2 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 633.49', N00°07'54"W 227.04', S86°27'13"E 241.51', N03°32'47"E 79.51' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N07°19'46"E 20.29', THENCE N83°41'18"E 45.49', THENCE S06°18'44"E 20.00', THENCE S83°41'16"W 48.89' TO THE POINT OF BEGINNING, CONTAINING 994 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.

EASEMENT VACATION 3 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 633.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 56.19', N88°58'24"E 47.95' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N85°07'12"E 30.00', THENCE S04°59'48"E 148.81', THENCE N86°27'08"W 34.34', THENCE N04°59'48"W 144.30' TO THE POINT OF BEGINNING, CONTAINING 497 SQUARE FEET, OR 0.10 ACRES, MORE OR LESS.

EASEMENT VACATION 4 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 633.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 461.83', THENCE N07°47'01"E 6.76', THENCE S78°54'34"W 40.15', THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 971.82', HAVING A CHORD BEARING AND DISTANCE OF N06°50'02"W 1.41', THENCE N75°53'33"E 32.40', THENCE N87°06'26"E 115.37', THENCE S01°36'59"W 11.60' TO THE POINT OF BEGINNING, CONTAINING 1166 SQUARE FEET, OR 0.03 ACRES, MORE OR LESS.

EASEMENT VACATION 5 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 633.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 461.83', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N89°02'57"W 103.89', THENCE N07°47'01"E 30.00', THENCE S89°12'57"E 104.30', THENCE S01°33'57"W 30.30' TO THE POINT OF BEGINNING, CONTAINING 3139 SQUARE FEET, OR 0.07 ACRES, MORE OR LESS.

EASEMENT VACATION 6 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 633.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 461.83', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N89°02'57"W 103.89', THENCE N07°47'01"E 30.00', THENCE S89°12'57"E 104.30', THENCE S01°33'57"W 30.30' TO THE POINT OF BEGINNING, CONTAINING 3139 SQUARE FEET, OR 0.07 ACRES, MORE OR LESS.

EASEMENT VACATION 7 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 633.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 461.83', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N89°02'57"W 103.89', THENCE N07°47'01"E 30.00', THENCE S89°12'57"E 104.30', THENCE S01°33'57"W 30.30' TO THE POINT OF BEGINNING, CONTAINING 458 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

EASEMENT VACATION 8 DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 633.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 595.86', N88°23'01"W 40.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N88°09'47"W 141.00', THENCE N01°56'00"E 30.00', THENCE S88°04'00"E 141.17', THENCE S01°36'59"W 7.95', THENCE N88°59'21"W 63.85', THENCE S01°09'39"W 20.00', THENCE S88°59'21"W 63.64', THENCE S01°36'59"E 2.05' TO THE POINT OF BEGINNING, CONTAINING 2958 SQUARE FEET, OR 0.07 ACRES, MORE OR LESS.

EASEMENT VACATION 9 DESCRIPTION:

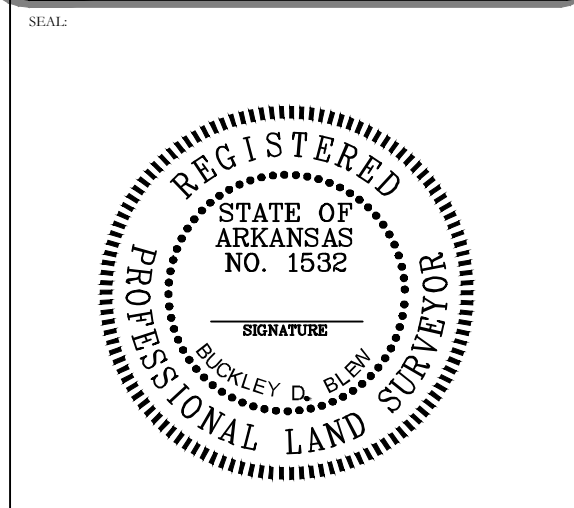
A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S86°23'57"E 633.49', N00°07'54"W 227.04', S86°27'13"E 297.49', S01°01'36"E 225.60', S86°27'08"E 370.40', N01°36'59"E 677.42', N88°23'01"W 130.00' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE N86°19'49"W 50.42', THENCE N84°20'13"W 19.81', THENCE N89°06'26"E 70.09', THENCE S00°23'59"W 6.27' TO THE POINT OF BEGINNING, CONTAINING 237 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

- BOUNDARY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- FENCE
- UTILITY EASEMENT
- ACCESS EASEMENT
- WATER LINE
- SEWER LINE
- SANITARY SEWER

Legend of Symbols & Abbreviations

CERTIFICATE OF DEDICATION
WE, THE UNDERSIGNED OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY DEDICATE TO THE PUBLIC ALL STREETS, ALLEYS, PARKS, AND OTHER PUBLIC LANDS SHOWN UPON THIS PLAT AND DO HEREBY ESTABLISH THE EASEMENTS SHOWN UPON THIS PLAT. SAID EASEMENTS SHALL BE FOR THE BENEFIT OF THE CITY OF BENTONVILLE AND ALL UTILITY COMPANIES, INCLUDING CABLE TELEVISION COMPANIES AND SAID EASEMENTS SHALL BE FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, AND REPLACING UTILITY LINES, CABLE TELEVISION COMPANIES AND SAID EASEMENTS SHALL BE FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, AND REPLACING UTILITY LINES, CABLE TELEVISION LINES, AND DRAINAGE STRUCTURES. THE CITY OF BENTONVILLE, ALL UTILITY COMPANIES, AND ALL CABLE TELEVISION COMPANIES SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS.

OWNER DATE
OWNER DATE



BLEW & ASSOCIATES, P.A.
CIVIL ENGINEERS & LAND SURVEYORS

524 W. SYCAMORE ST., SUITE 4
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

Certificate of Authorization No 1534

DRAWN BY & DATE: C. Zardin 2015-03-16
REVIEWED BY: B.D.B.
DATE: D.R.-H.M.
COUNTY & STATE: Washington County, AR
JOB NUMBER: 14-755

LOCATION: Section 24, Township 17 North, Range 30 West

FOR THE USE AND BENEFIT OF:

BUFFINGTON HOMES

Line Table

Line #	Length	Direction
L1	21.58'	S 12°58'01" W
L2	27.56'	S 27°24'50" W
L3	22.10'	S 60°56'54" W
L4	71.65'	S 86°25'34" W
L5	74.49'	N 85°46'58" W
L6	44.43'	N 49°07'49" W
L7	8.85'	N 44°50'06" E
L8	19.45'	N 00°06'41" W
L9	10.75'	S 80°30'45" W
L10	19.81'	N 84°20'13" W
L11	6.27'	S 00°29'59" W
L12	7.95'	S 01°36'59" W
L13	63.85'	N 88°59'21" W
L14	20.00'	S 01°00'39" W
L15	63.64'	S 88°59'21" E
L16	2.05'	S 01°36'59" W
L17	2.09'	S 01°36'59" W
L18	118.57'	S 89°06'26" W
L19	32.13'	S 75°53'33" W
L20	11.60'	S 01°36'59" W
L21	6.76'	N 00°47'03" E
L22	40.15'	S 78°54'34" W
L23	32.40'	N 75°53'33" E
L24	115.37'	N 89°06'26" E
L25	30.00'	N 03°32'52" E

Curve Table

Curve #	Length	Radius	Chord Length	Chord Bearing
C1	222.41'	718.75'	221.52'	S 81°33'29" W
C2	122.80'	591.75'	122.58'	N 10°16'00" W
C3	104.07'	518.27'	103.90'	S 06°43'28" E
C4	53.85'	76.37'	52.74'	S 76°35'54" E
C5	51.05'	65.00'	49.75'	N 22°20'06" E
C6	35.52'	25.00'	32.61'	S 40°32'56" W
C7	17.20'	19.68'	16.66'	N 42°21'05" W
C8	269.86'	259.94'	257.30'	S 01°49'08" E
C9	1.41'	971.82'	1.41'	N 06°05'02" W
C10	1.94'	971.82'	1.94'	N 07°22'18" W

Current Zoning Information

ZONE: NC - NEIGHBORHOOD CONSERVATION

BUILDING SETBACKS
FRONT: 25' BUILD TO ZONE

SIDE: 5'

REAR: 5'

REAR WITH ALLEY: 12'

BUILDING HEIGHT: 45'

SINGLE FAMILY LOT WIDTH: 40'

State Plane Coord.
N: 659925.828
E: 684910.168
FOUND IRON PIN
POINT OF BEGINNING

MANSOUR, MONZER
4224 N TALIESIN LN
FAYETTEVILLE, AR 72703-5010
Parcel: 765-11648-000
Zone: R5F-4

WATSON, PHILIP D
4242 N TALIESIN LN
FAYETTEVILLE, AR 72703
Parcel: 765-11648-000
Zone: R5F-4

WALKER, D KENT & SHELLE
4274 N TALIESIN LN
Fayetteville, AR 72703-5010
Parcel: 765-11650-000
Zone: R5F-4

SW CORNER
NE 1/4 SE 1/4
SECTION 24
T-17-N, R-30-W

S 86°23'57" E 653.49' N.T.S.

Not A Part of This Plat

Not A Part of This Plat

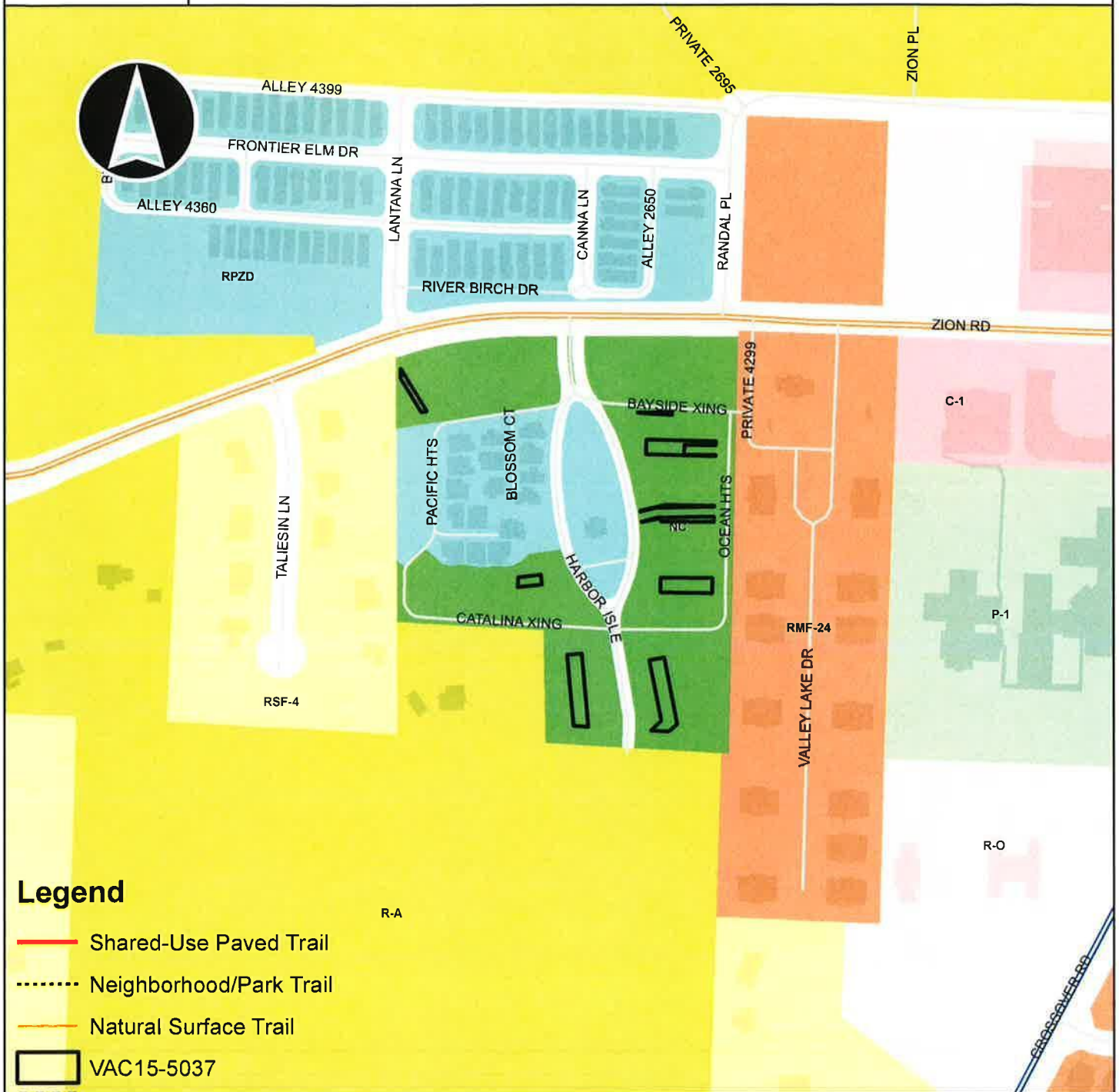
FOUND IRON PIN

FOUND IRON PIN

VAC15-5037

WOODBURY S/D

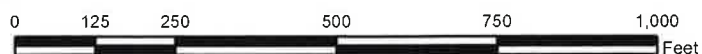
Close Up View



Legend

- Shared-Use Paved Trail
- ⋯ Neighborhood/Park Trail
- Natural Surface Trail
- VAC15-5037

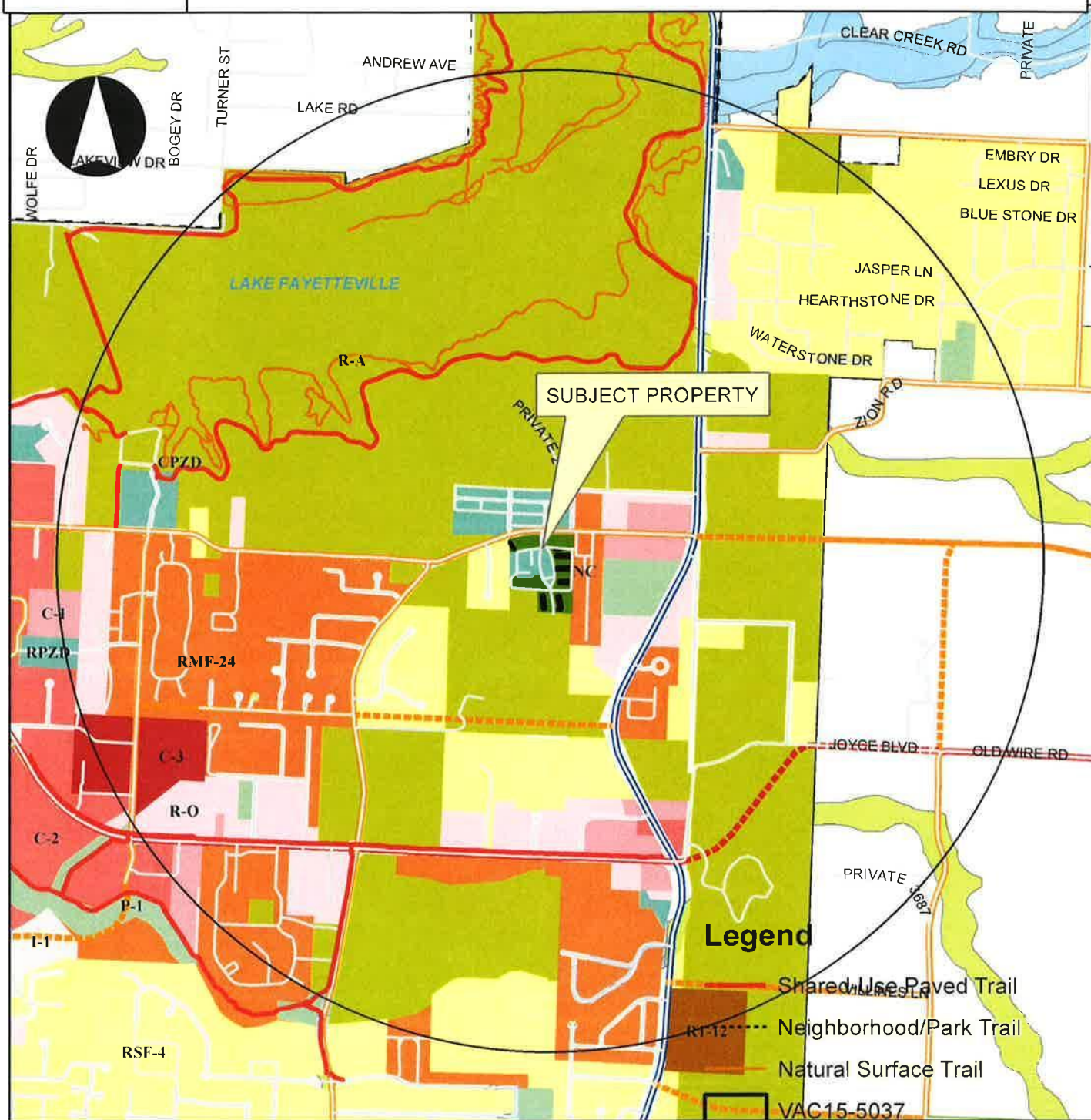
- Overview**
- Fayetteville City Limits
 - Footprints 2010
 - Hillside-Hilltop Overlay District
 - Design Overlay District
 - Design Overlay District
 - Planning Area



VAC15-5037

WOODBURY S/D

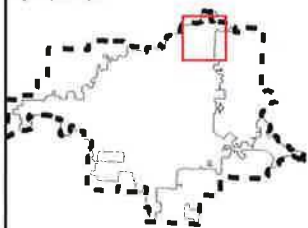
One Mile View



Legend

- Shared Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- VAC15-5037

Overview



Legend

Subject Property

Boundary

0 0.25 0.5 1

Miles

- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville



City of Fayetteville, Arkansas

Tentative Agenda
June 2, 2015
Page 25 of 359
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0251

Agenda Date: 6/2/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 3

AMEND § 97.088 (B)(2)(b) and § 97.088 (d)

AN ORDINANCE TO AMEND EXHIBIT A, DONOR RECOGNITION SIGNS, AND EXHIBIT B, NAMING PARK FACILITIES WHICH ARE ATTACHED AND A PART OF § 97.088 (B)(2)(b) and § 97.088 (d) OF THE FAYETTEVILLE CODE

WHEREAS, in 2010, the Fayetteville City Council amended § 97.088 **Signs Prohibited** (B)(2) *Recognition Signs* to designate the allowed sign size for Donor Recognition Signs in City Parks as detailed in Exhibit "A" to this code subsection; and

WHEREAS, at the same time the Fayetteville City Council adopted § 97.088 (d) *Facility Naming* with Exhibit "B" Naming Park Facility Operations Policy; and

WHEREAS, the Fayetteville Parks and Recreation Department has suggested changes to these two policies and have received endorsement by the Fayetteville Parks and Recreation Advisory Board of its proposed changes.

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

Section 1. That the City Council for the City of Fayetteville, Arkansas hereby amends § 97.088 of the Fayetteville Code by removing and deleting in their entirety the current Exhibit "A" Operations Policy for Donor Recognition and Exhibit "B" Naming Park Facilities Operations Policy and enacting as their replacements the attached Exhibit "A" Donor Recognition Signs and Exhibit "B" Naming Park Facilities.

City of Fayetteville Staff Review Form

2015-0251

Legistar File ID

6/2/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Connie Edmonston

5/15/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Parks staff recommends approval of an ordinance amending the Fayetteville Code of Ordinances Chapter 97: Parks and Recreation, Exhibits "A" and "B" under Section 97.088 Signs Prohibited.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 5335

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 2, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Connie Edmonston, Parks and Recreation Director

DATE: May 15, 2015

SUBJECT: Code of Ordinances Amendment for Chapter 97: Parks and Recreation

RECOMMENDATION:

Parks staff recommends approval of an ordinance amending the Fayetteville Code of Ordinances Chapter 97: Parks and Recreation, Exhibits "A" and "B" under Section 97.088 Signs Prohibited.

BACKGROUND:

As the City of Fayetteville grows, the need for diverse recreational opportunities grows. Seeking partnerships and donations from private organizations and businesses can enhance the City's ability to provide parks and recreation services for park improvement projects. Private partnerships with businesses and individuals offering services and products consistent with the Parks and Recreation mission have the potential to reduce the City's investment in capital projects. Park staff has recognized the need for an avenue allowing donor recognition signs on park and trail property. Donor recognition is vital to successfully soliciting and securing funding for projects. The use of corporate names and logos are often used in recognizing contributions.

Chapter 97 of the Unified Development Code (§97.088) was amended in 2010 to allow donor recognition signs on park and trail property to improve the ability to successfully secure funding from private sources.

DISCUSSION:

Friends for Parks was formed in 2014 by a group of citizens interested in helping raise funding for the Parks and Recreation Department. This group was formed under the umbrella of the Northwest Arkansas Community Foundation, a 501(c) 3 organization. They have already received a \$5,000 donation from Ozarks Electric Cooperative to develop promotional material and donor packages to raise funds for the Regional Park.

In order to better solicit funding for Parks and Recreation, Staff has proposed the attached policy changes for Donations for Naming Rights for new facilities that are not built yet, as well as for existing facilities. Donors would have the opportunity for naming rights as well as naming rights for a ten year period. The proposed revisions to the existing policy in Ordinance No. 5535 (Exhibit "A" – Donor Recognition Signs) is included in the attachments. The policy changes were approved by the Parks and Recreation Advisory Board on May 4, 2015.

In addition to this proposal, staff is recommending to amend Exhibit "B" of the Naming Park Facilities Policy included in Ordinance No. 5535 by omitting the requirement to table a proposed park facility name until the next scheduled monthly PRAB meeting. The item must be approved by the City Council after a recommendation from the PRAB; therefore, the public would have three opportunities to give input as to the name of a facility. In addition, this is a long process and we would not want a donor to have to wait an additional month for approval.

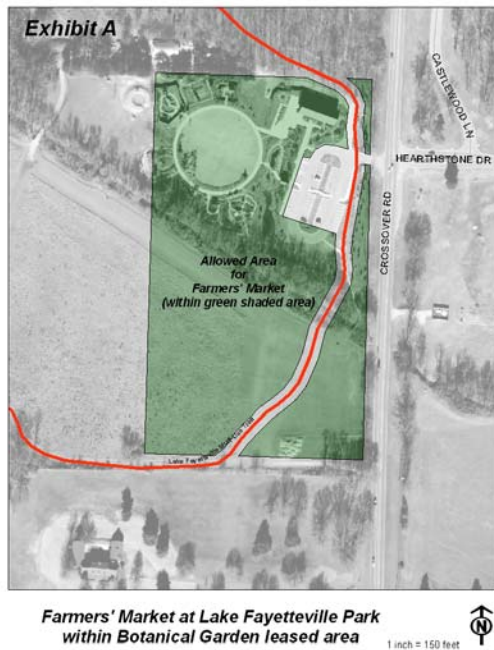
BUDGET/STAFF IMPACT:

This ordinance amendment would not impact the budget negatively. If approved, the potential for securing donations may increase, thereby positively impacting the budget.

Attachments:

Existing Code of Ordinances: Chapter 97
May 4, 2015 PRAB Meeting Minutes
Proposed Revisions to Exhibit "A"
Proposed Revisions to Exhibit "B"

FAYETTEVILLE CODE OF ORDINANCES
TITLE IX GENERAL REGULATIONS



Cross reference(s)--Penalty, §97.999.

97.088 Signs Prohibited

(A) No person in a park shall paste, glue, tack, or otherwise post any sign, placards, advertisement, or inscription whatsoever, nor shall any person erect or cause to be erected any sign whatsoever on any public lands or highways or roads adjacent to a park, except as set forth hereinbelow.

(B) *Exceptions.*

(1) *Athletic Field Signage.* Signs shall be permitted on softball/baseball outfield fences and scoreboards at locations and in sizes designated by the Parks and Recreation Director. Uniform fees shall be charged dependent upon placement and size of the permitted signs. The content of the sign and whether it is commercial or non-commercial may not be considered. Designated spaces shall be sold at the established price on a first come basis. The owner of a sign at a designated location shall have first right to renew before others can purchase the size/location for a new or replacement sign.

(2) *Recognition Signs.* Signs located in City parks or on City trails that are used for the purpose of memorializing a person or family through naming, recognition of significant donors, or recognition of contributions to the facility or amenity on which the sign is installed shall meet the following conditions:

(a) *Maximum Number of Recognition Signs.* Most donor or honoree recognition signs shall be limited to one for the facility financed by the donor or memorializing the honoree. For a park or a major facility with more than one major entrance, a second recognition sign may be recommended by the Parks and Recreation Advisory Board and approved by the City Council.

(b) *Maximum Size of Recognition Signs.*

(i) Park Recognition Signs shall not exceed sixteen square feet for parks and major facilities with lesser square foot

(C) Food trucks permitted pursuant to §178.05 may operate in City Parks as described below:

(1) Food trucks may not locate in the same area that is actively being served by a contracted concessionaire as shown on Exhibit C during regular season Fayetteville Parks and Recreation leagues and tournaments.

(2) Food trucks may locate at Gulley Park during a Gulley Park Concert or special event in other parks such as tournaments, reserved park gatherings, etc. if approved by the Parks and Recreation Director.

(D) For special events, food trucks and sales of items other than food may be approved by the Parks and Recreation Director through a special event permit

(Code 1965, §17A-29; Ord. No. 1594, 4-1-68; Code 1991, §97.086, Ord. 5310, 4-6-10; Ord. No. 5531, 10-02-12; Ord. 5666, 3-18-14)

Cross reference(s)--Penalty, §97.999.

97.087 Advertising Prohibited

No person in a park shall announce, advertise, or call the public attention in any way to any article or service for sale or hire.

(Code 1965, §17A-30; Ord. No. 1594, 4-1-68; Code 1991, §97.087)

limitations for smaller facilities as set forth in the Operations Policy for Donor Recognition Signs attached as Exhibit "A" and approved as part of this ordinance.

final approval by the City Council. Naming of the facilities must meet the Naming Park Facilities Operations Policy attached as Exhibit "B."

- (ii) Trail Recognition Signs shall not exceed four square feet for trailhead facilities. Recognition signs along the trail for park benches, etc., shall not exceed 1.5 square feet and should be incorporated within or attached to the bench or amenity sponsored by the donor.
- (c) *Design requirements.* All recognition signs must comply with the following requirements and shall adhere to the aesthetic values and design of the park or trail.
 - (i) The recognition sign shall include only the name of the person memorialized or the name of the organization, person or business which has donated significant funds to the park facility. A company or organization logo (without company colors, any advertising or slogans) may be used on the sign.
 - (ii) The design of the sign shall be incorporated into the park facility and shall be approved by the Director of Parks and Recreation who shall ensure the signs' high quality and durable construction and its consistency with other recognition signs within the park.
 - (iii) Recognition signs shall comply with the Donor Operational Policy unless exempted by the City Council.
- (d) *Facility Naming.* The naming of facilities is permitted so long as the donor or honoree has made a significant contribution to the City, the Facility or the Parks and Recreation Department in terms of financial donations, voluntarism or dedicated public service. Final naming of a facility shall be recommended by the Parks and Recreation Advisory Board with

FAYETTEVILLE CODE OF ORDINANCES
TITLE IX GENERAL REGULATIONS

Exhibit "A"

	Parks and Recreation Division Policies and Procedures Manual		SUBJECT: DONOR RECOGNITION SIGNS	
	NUMBER: PRK-	REVISIONS: 7/16/10	EFFECTIVE DATE: 7/20/10	PAGE: 1 OF 2

PURPOSE

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

POLICY

In order to provide important capital facilities in Fayetteville Parks, it is pragmatic in a time of shrinking public dollars to seek outside funding. It is essential to have specific boundaries and criteria in establishing fair and proper recognition of significant facility donations. This policy sets guidelines for donations within parks as well as on trails. All sign and plaque designs must be incorporated into the design of the facility. Donor recognition signs shall adhere to the aesthetic values and design of the park.

Donor recognition in parks is based upon the type of facility donated. Donor recognition on trails is limited on the trailheads unless there is an educational and/or art feature that is appropriate to be displayed along the trail. Recognition signs may not be predominant within the educational and/or art component.

Recognition for each donation will be determined according to the categories defined in this policy. Any exceptions to this policy must be approved by City Council. The sign size in each of the categories provides Park Planners with the latitude to design signs recognizing donations based on site location and donor specific criteria. Recognition signs and plaques will be displayed for the life of the facility. Naming of facilities donated must meet the Naming Park Facilities Operational Policy and have approval by the Parks and Recreation Advisory Board and City Council. Exceptions outside of this Operational Policy must be approved by the Parks and Recreation Advisory Board and City Council. The option for naming facilities is only permitted under the Park Facility Platinum, Gold and Silver categories. Minor items such as trash receptacles and flower beds can not be named.

City Process

1. Parks and Recreation Staff meets with donor to discuss donation including amount of donation, development of facility/amenity, recognition operational policy, naming rights (if applicable), sign appearance/style/construction, time requirements and other pertinent topics. Donor must meet the Operational Policy for Donor Recognition Signs.
2. Request is presented for approval from Parks and Recreation Advisory Board. If the facility donated is granted the option to name the facility, the name must meet Park Naming Facility Operational Policy.
3. Request presented to Planning Office for approval.
4. Request presented to City Council for final approval.

PARK FACILITIES

Bronze Category receives donor recognition of a press release, plaque constructed of high quality durable materials up to 1 sq ft.

Park Facilities donated in the Bronze Category may include the following:

Drinking fountain with dog bowl
Prefabricated pavilion
Picnic table and grill
Art sculpture
Single playground apparatus (climbing rocks/swing set)
Landscape feature

Silver Category receives donor recognition of a press release, ribbon cutting ceremony, option to name facility, sign constructed of high quality durable materials up to 4 sq ft.

Park Facilities donated in the Silver Category may include the following:

Disc golf course
Concession stand/restroom
Park restroom
One mile asphalt/concrete park trail
Small amphitheater (seating for 150)
Water feature
Parking lot (25 cars)
Greenhouse
Playground

Gold Category receives donor recognition of a press release, ribbon cutting ceremony, option to name facility, sign constructed of high quality durable materials up to 12 sq ft.

Park Facilities donated in the Gold Category may include the following:

Custom pavilion with restroom
One athletic facility – soccer field, baseball field, tennis court, ultimate frisbee field
Dog park

Platinum Category receives donor recognition of a press conference, ribbon cutting ceremony, option to name facility, sign constructed of high quality durable materials, designed into facility up to 16 sq ft.

Park Facilities donated in the Platinum Category may include the following:

Sport Complex: 4-6 field lighted complex - softball, baseball, soccer, tennis
Aquatic center
Amphitheater- seating for 1200
Development of a new park
Park Office with meeting rooms, kitchen, stage, fitness center

TRAIL FACILITIES

Silver Category receives donor recognition of a press release, ribbon cutting ceremony, plaque constructed of high quality durable materials up to 1.5 sq ft.

Trail Facilities donated in the Silver Category may only be located along trails for educational purposes or as an integral part of an art feature.

Gold Category receives donor recognition of a press release, ribbon cutting ceremony, sign constructed of high quality durable materials up to 4 sq ft.

Trail Facilities donated in the Gold Category may only be located at trailheads and include the following:

Parking lot
Pavilion
Restroom
One mile asphalt/concrete trail

FAYETTEVILLE CODE OF ORDINANCES
TITLE IX GENERAL REGULATIONS

Exhibit "B"

	Parks and Recreation Division Policies and Procedures Manual		SUBJECT: NAMING PARK FACILITIES	
	NUMBER: PRK-	REVISIONS: 1/29/10	EFFECTIVE DATE: 1/29/10	PAGE: 1 OF 1

PURPOSE

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

POLICY

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

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

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

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

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

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

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

(Code 1965, §17A-31; Ord. No. 3677, §2, 3-2-93; Code 1991, §97.088; Ord. 5335, 7-20-10; Ord. 5335, 7-20-10)

Cross reference(s)--Penalty, §97.999.

97.089–97.998 Reserved

97.999 Penalty

- (A) Whoever violates any provision of this chapter for which no specific penalty is otherwise provided shall be fined not more than \$500.00 or double that sum for each repetition of such offense, or violation; provided, no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state. If the violation of the chapter is, in its nature, continuous in respect to time, the penalty for allowing the continuation thereof shall not exceed \$250.00 for each day the same is unlawfully continued.
- (B) Any person violating any provision of §97.070 shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$500.00.

(Code 1965, §§1-5, 13-12; Ord. No. 2128, 7-15-75; Ord. No. 2274, 9-7-76; Ord. No. 2903, 3-1-83; Ord. No. 3164, 1-21-86; Ord. No. 3203, 8-5-86; Code 1991, §97.999)

MINUTES

Parks and Recreation Advisory Board

May 4, 2015 at 5:30 p.m.

City Administration Building, Room 326
113 West Mountain Street
Fayetteville, AR 72701

Members: Phillip Watson, Kyle McHan, Wade Colwell, Richie Lamb, Terry Lawson, Chuck Maxwell, Phillip McKnight, David Priest, David Proffitt

City Staff: Connie Edmonston, Director; Byron Humphry, Maintenance Superintendent; Alison Jumper, Parks Planning Superintendent; Alan Spann, Recreation Superintendent; Melanie Thomas, Senior Secretary

6. Naming Rights Proposal: Connie Edmonston, Parks & Recreation Director

Friends for Parks received a \$5,000 donation from Ozarks Electric to develop promotional material and donor packages to raise funds for the Regional Park. In order to solicit requests for donations including naming rights of a park amenity, a policy needed to be developed. Friends for Parks has proposed the attached policy for Donations for Naming Rights for New Facilities that are not built yet, as well as for Existing Facilities. Donors would have the opportunity for naming rights as well as naming rights for a ten year period. The existing policy in Ordinance No. 5535 that would need to be amended is included in the attachments.

In addition to this proposal, staff is recommending to amend Attachment B of the Naming Park Facilities Policy included in Ordinance No. 5535 by omitting the requirement to table a proposed park facility name until the next scheduled monthly meeting. The reason why this is requested to be omitted is because the item must go before City Council at their agenda session as well as scheduled meetings. The public would have three opportunities to give input as to the name of a facility. In addition, this is a long process and we would not want a donor to have to wait an additional month for approval.

Edmonston said the naming rights needs to be revised, since funding is being solicited for the Regional Park. There are different categories for donors, such as the bronze, silver, platinum and gold levels.

Priest wanted to know how PRAB needs to solicit.

Edmonston said to be watching and listening for possible donors. She said a packet can be offered to them if they seem interested.

Lamb said the Friends of Parks is also raising money.

Edmonston commented that this proposal has to be approved next by City Council.

Maxwell said Frank Sharp isn't a funder, but was very active in promoting Kessler Mountain and getting donations.

Lamb asked if the City Council would always have the final say-so.

Edmonston said yes. She said PRAB will make a recommendation and the City Council will have final approval.

Lamb wanted to know if PRAB would need to recommend this proposal and then it will go to Council.

Edmonston said yes.

Maxwell said that the funding will go to Friends of Parks, and then PRAB.

Edmonston added that the Friends of Parks is a non-profit. Their mission is to raise money. Their first priority right now is Regional Park.

Priest asked if Parks would have a way to oversee the donations.

Edmonston said yes, because Parks staff attend the meetings.

Jumper added that McKnight is on the board.

Edmonston said a PRAB member could be added if the PRAB members were interested.

Colwell asked if a park could be named after someone if that person didn't fit any of the criteria.

Jumper said yes, that option is still open.

Lamb wanted to know if PRAB's recommendation is what PRAB decides.

Edmonston said yes, and Parks will help guide.

Colwell commented that he has never liked the name Southpass Park.

Edmonston said the Regional Park has not been named yet.

Parks & Recreation Staff Recommendation: Approval of the above proposal and amendment to Ordinance No. 5535.

PRAB Motion: Proffitt motioned to approve the proposal and amendment to Ordinance No. 5535, and Lamb seconded it. Motion passed 6-0-0 by voice vote.

Minutes taken by Melanie Thomas.

Proposed Revisions to Exhibit "A"

	Parks and Recreation Division Department Policies and Procedures Manual		SUBJECT: DONOR RECOGNITION SIGNS	
	NUMBER: PRK-	REVISIONS: 7/16/10	EFFECTIVE DATE:	PAGE: 1 OF 1 4
	SUPERSEDES:	APPROVED BY:		

PURPOSE

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City Process

1. Parks and Recreation Staff **or the Friends of Parks Board** meets with donor to discuss donation including amount of donation, development of facility/amenity, recognition operational policy, naming rights (if applicable), sign appearance/style/construction, time requirements and other pertinent topics. Donor must meet the Operational Policy for Donor Recognition Signs.
2. Request is presented for approval from Parks and Recreation Advisory Board. If the facility donated is granted the option to name the facility, the name must meet Park Naming Facility Operational Policy.
3. Request presented to Planning Office for approval.
4. Request presented to City Council for final approval.

RECOGNITION FOR NEW PARK FACILITIES

Bronze Category: Recognition on Donor Wall ~~receives donor recognition of a press release, plaque constructed of high quality durable materials up to 1 sq ft.~~

Donation of \$25,000 - \$250,000 for park amenities. Examples include: ~~Park Facilities donated in the Bronze Category may include the following:~~

~~Drinking fountain with dog bowl~~

~~Prefabricated pavilion~~

~~Picnic table and grill~~

~~Art sculpture~~

~~Single playground apparatus (climbing rocks/swing set)~~

~~Landscape feature~~

Bleachers

Batting Cages

Bike Racks

Lighting

Drinking Fountain with Dog Bowl

Prefabricated Pavilion

Picnic Table and Grill

Art Sculpture

Single Playground Apparatus (climbing rocks/swing set)

Landscape Feature

Size of donor wall and names to be approved by the City Council.

Silver Category: Naming Rights for 10 yr. Period ~~receives donor recognition of a press release, ribbon cutting ceremony, option to name facility, sign constructed of high quality durable materials up to 4 sq ft.~~

Park Facilities donated in the Silver Category may include the following:

~~Disc golf course~~

~~Concession stand/restroom~~

~~Park restroom~~

~~One mile asphalt/concrete park trail~~

~~Small amphitheater (seating for 150)
Water feature
Parking lot (25 cars)
Greenhouse
Playground~~

Donation of 75% cost of new facility over \$250,000. Examples include:

Soccer Field	One Mile Asphalt/Concrete Park Trail
Baseball Field	Small Amphitheater (seating for 150)
Tennis Court	Water Feature
Basketball Court	Parking Lot (25 cars)
Disc Golf Course	Greenhouse
Concession Stand/Restroom	Playground
Park Restroom	

Gold Category: Naming Rights for a Field/Court/Facility ~~receives donor recognition of a press release, ribbon cutting ceremony, option to name facility, sign constructed of high quality durable materials up to 12 sq ft.~~

~~Park Facilities donated in the Gold Category may include the following:~~

~~Custom pavilion with restroom
One athletic facility—soccer field, baseball field, tennis court, ultimate frisbee field
Dog park~~

Donation of 100% cost of new facility over \$250,000. Examples include:

Soccer Field	One Mile Asphalt/Concrete Park Trail
Baseball Field	Small Amphitheater (seating for 150)
Tennis Court	Water Feature
Basketball Court	Parking Lot (25 cars)
Disc Golf Course	Greenhouse
Concession Stand/Restroom	Playground
Park Restroom	Dog Park

Platinum Category: Naming Rights of a Complex ~~receives donor recognition of a press conference, ribbon cutting ceremony, option to name facility, sign constructed of high quality durable materials, designed into facility up to 16 sq ft.~~

~~Park Facilities donated in the Platinum Category may include the following:~~

~~Sport Complex: 4-6 field lighted complex—softball, baseball, soccer, tennis
Aquatic center
Amphitheater—seating for 1200
Development of a new park
Park Office with meeting rooms, kitchen, stage, fitness center~~

Donation of \$1 million to \$5 million to name a complete complex. Examples include:

Sport Complex: 4-6 field lighted
complex such as softball, baseball,
soccer, tennis

Aquatic center
Amphitheater- seating for 1,200
Development of a new park

Diamond Category: Naming Rights of a Park

Donation of \$5 million or more to name a park.

RECOGNITION FOR EXISTING PARK FACILITIES

\$200,000 per baseball or softball field for 10 years, or \$350,000 for two fields
\$150,000 per soccer field for 10 years or \$250,000 for two fields

TRAIL FACILITIES

Silver Category receives donor recognition of a press release, ribbon cutting ceremony, plaque constructed of high quality durable materials up to 1.5 sq ft.

Trail Facilities donated in the Silver Category may only be located along trails for educational purposes or as an integral part of an art feature.

Gold Category receives donor recognition of a press release, ribbon cutting ceremony, sign constructed of high quality durable materials up to 4 sq ft.

Trail Facilities donated in the Gold Category may only be located at trailheads and include the following:

Parking Lot
Pavilion

Restroom
One Mile Asphalt/Concrete Trail

Legend:

Park – Existing policy to be revised

Donation – Proposed policy revisions

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

PURPOSE

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POLICY

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

Once park development begins, the Parks and Recreation ~~Division~~ **Department** will receive and forward park facility name suggestions to the Parks and Recreation Advisory Board for review. The Parks and Recreation Advisory Board will discuss **and approve** the recommendations at their monthly meeting. ~~and will leave the issue on the table until the next scheduled meeting. This one month duration will allow time for any public comment on the proposed names.~~ Once a recommended name has been selected, the Parks and Recreation Staff will forward the name to the City Council for review and approval.

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

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

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

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

Note: A name recommendation from the ~~Sidewalk & Trails~~ **Active Transportation** Committee for trail facilities will be required prior to forwarding to the Parks and Recreation Advisory Board.

Legend:

~~Division~~ – Existing policy to be revised

Department – Proposed policy revisions

	Parks and Recreation Department Policies and Procedures Manual		SUBJECT: DONOR RECOGNITION SIGNS	
	NUMBER: PRK-	REVISIONS:	EFFECTIVE DATE:	PAGE: 1 OF 3
	SUPERSEDES:	APPROVED BY:		

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City Process

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3. Request presented to Planning Office for approval.
4. Request presented to City Council for final approval.

RECOGNITION FOR NEW PARK FACILITIES

Bronze Category: Recognition on Donor Wall

Donation of \$25,000 - \$250,000 for park amenities. Examples include:

Bleachers	Picnic Table and Grill
Batting Cages	Art Sculpture
Bike Racks	Single Playground Apparatus (climbing rocks/swing set)
Lighting	Landscape Feature
Drinking Fountain with Dog Bowl	
Prefabricated Pavilion	

Size of donor wall and names to be approved by the City Council.

Silver Category: Naming Rights for 10 yr. Period

Donation of 75% cost of new facility over \$250,000. Examples include:

Soccer Field	One Mile Asphalt/Concrete Park Trail
Baseball Field	Small Amphitheater (seating for 150)
Tennis Court	Water Feature
Basketball Court	Parking Lot (25 cars)
Disc Golf Course	Greenhouse
Concession Stand/Restroom	Playground
Park Restroom	

Gold Category: Naming Rights for a Field/Court/Facility

Donation of 100% cost of new facility over \$250,000. Examples include:

Soccer Field	Baseball Field
--------------	----------------

Tennis Court	Small Amphitheater (seating for 150)
Basketball Court	Water Feature
Disc Golf Course	Parking Lot (25 cars)
Concession Stand/Restroom	Greenhouse
Park Restroom	Playground
One Mile Asphalt/Concrete Park Trail	Dog Park

Platinum Category: Naming Rights of a Complex

Donation of \$1 million to \$5 million to name a complete complex. Examples include:

Sport Complex: 4-6 field lighted complex such as softball, baseball, soccer, tennis	Aquatic center Amphitheater- seating for 1,200 Development of a new park
---	--

Diamond Category: Naming Rights of a Park

Donation of \$5 million or more to name a park.

RECOGNITION FOR EXISTING PARK FACILITIES

\$200,000 per baseball or softball field for 10 years, or \$350,000 for two fields
\$150,000 per soccer field for 10 years or \$250,000 for two fields

TRAIL FACILITIES

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Trail Facilities donated in the Gold Category may only be located at trailheads and include the following:

Parking Lot	Restroom
Pavilion	One Mile Asphalt/Concrete Trail

	Parks and Recreation Department Policies and Procedures Manual		SUBJECT: NAMING PARK FACILITIES	
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- Individual who provided an exceptional service in the interest of the park system

For an individual to be considered, the recommended name must be accompanied by a biographical sketch which provides evidence of historical significance or contributions to the Parks and Recreation Department or City of Fayetteville.

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

Note: A name recommendation from the Active Transportation Committee for trail facilities will be required prior to forwarding to the Parks and Recreation Advisory Board.



City of Fayetteville, Arkansas

Tentative Agenda
June 2, 2015
Page 27 of 359
113 West Mountain Ave.
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0239

Agenda Date: 6/2/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 4

AMEND §174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY

AN ORDINANCE TO AMEND §174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY BY CLARIFYING THE PLACEMENT OF DIRECTIONAL AND WAYFINDING SIGNS ON PUBLIC PROPERTY AND ENACTING A NEW SUBSECTION (F) *TRAIL/TRAILHEAD WAYFINDING SIGNS AND RECOGNITION MARKERS*

WHEREAS, the Razorback Greenway Trail which runs from Fayetteville all the way through Bentonville has been achieved by the cities of Fayetteville, Johnson, Springdale, Lowell, Rogers and Bentonville with organizational and financial assistance from the Northwest Arkansas Regional Planning Commission and Walton Family Foundation; and

WHEREAS, all the cities wish to place commonly designed mileage, directional, wayfinding, informational and interpretive signs along the length of the Razorback Greenway to assist with user safety, orientation and information; and

WHEREAS, the regionally developed design concept includes recognition for governmental and non-profit organizations that provide organizational and/or significant financial assistance to make the trail system a reality; and

WHEREAS, the City of Fayetteville wishes to continue a cohesive, coordinated wayfinding sign program as funding becomes available on all it trails for citizens and visitors alike; and

WHEREAS, an ordinance amendment is needed to clearly establish the intent and parameters of wayfinding, directional and trail signage.

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

Section 1. That the City Council for the City of Fayetteville, Arkansas hereby repeals §174.07 *Placing Signs on Public and Private Property* and enacts a replacement §174.07 *Placing Signs on Public Property*, as shown in the attached Exhibit "A".

174.07 Placing Signs on Public Property

No signs other than signs placed by agencies of government shall be erected on any public property or right-of-way.

(A) *Directional and Wayfinding Signs.* Directional and wayfinding signs may be erected on public property or within the city's street right-of-way under the following conditions:

- (1) The signs direct the reader to the location of a public or educational institution, to a facility operated by a nonprofit entity and attended by out-of-town patrons, to a facility relating to the public health, safety, or welfare, or to scenic or historic buildings, trails and parks;
- (2) The signs are fabricated, erected and maintained by the City or its agent.
- (3) The signs are installed at locations where they would not constitute a traffic hazard.
- (4) The signs have been approved and permitted as required by the authority having jurisdiction; and
- (5) The maximum number of directional signs permitted under this section shall be seven (7) for each entity; provided, the limitation provided hereby shall not apply to signs directing the reader to scenic or historic buildings, trails and parks.

(B) *Nonprofit organizations.* Nonprofit organizations may be allowed to place temporary signs of a noncommercial nature on public property for the purpose of directing the general public to the location of an event or activity which promotes the general public welfare. The placement of such temporary signs shall be subject to the following conditions:

- (1) The maximum display surface area of each sign shall not exceed fifteen (15) square feet;
- (2) No more than three (3) signs directing the general public to such an event or activity shall be placed on public property at the same time by one such organization;
- (3) Each such sign shall identify the nonprofit organization by name;
- (4) No such temporary sign shall be placed on public property for more than five (5) successive days;
- (5) *Location/approval.* The location of each such sign shall be approved by the Planning and Zoning Administration or designee to ensure

that the signs will not constitute a traffic hazard;

(6) *Permit/number of signs.* The organization applies for, and is issued, a sign permit; one permit may authorize installation of up to three (3) signs pursuant to the provisions of this division; and

7) *Temporary signs.* No such organization shall install, or be issued a permit to install a temporary sign on public property pursuant to the provisions of this division more often than six (6) times within a 12-month period.

(C) *Small banners on certain city light poles.* The City or the Mayor's designee may prepare and install banners not exceeding seven square feet on city light poles specially designed and constructed for such banners within the boundaries of the Downtown Master Plan Area. These small banners may include the name of the commercial or noncommercial enterprise sponsoring the banner, but shall contain no advertising or slogans of the sponsor.

(D) *Informational kiosks.* Informational kiosks with a map of the Downtown Master Plan Area may be placed within city right-of-way by the City. The kiosks shall contain a map and/or description of the Downtown Master Plan Area, public buildings and facilities, parking areas, and entertainment, cultural, and historic facilities within or near this zone.

(E) *Cross Street Banners.* Cross Street Banners may be installed pursuant to §174.03 (J) (3) (b).

(F) *Trail/Trailhead wayfinding signs and recognition markers.* Trail mileage markers, directional and wayfinding signs, informational and interpretive signs, and other such regionally coordinated signage may be installed on the Regional Greenway Trail corridor or other public multi-use trail corridors within the city, under the following conditions:

- (1) All signs shall be coordinated to provide clear messaging related to the use, safety, and enjoyment of the trail or trailhead.
- (2) Small recognition emblems for non-profits or governmental organizations may be located on the trail signs, provided the non-profit or governmental organization substantially participated in the funding or coordinated the installation of the trail and/or trailhead. Signs may not include advertising or slogans of sponsors.

City of Fayetteville Staff Review Form

2015-0239

Legistar File ID

6/2/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

5/15/2015

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

AN ORDINANCE TO AMEND § 174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY BY CLARIFYING THE PLACEMENT OF DIRECTIONAL AND WAYFINDING SIGNS ON PUBLIC PROPERTY AND ENACTING A NEW SUBSECTION (F) TRAIL/TRAILHEAD WAYFINDING SIGNS AND RECOGNITION MARKERS.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

MEETING OF JUNE 02, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Jeremy Pate, Development Services Director 

DATE: May 12, 2015

SUBJECT: Wayfinding and Trail Signs

RECOMMENDATION:

Staff recommends that the Unified Development Code §174.07 be amended to permit a variety of coordinated informational, interpretive and wayfinding signs to be installed along the Razorback Greenway regional trail, and along other multi-use trails in the future. With this amendment, small recognition emblems would be permitted on these signs for non-profits or governmental organizations that substantially participate in the organization or funding to make the trail system a reality.

BACKGROUND:

The highly anticipated Razorback Regional Greenway trail was officially opened on May 02, 2015. This 37-mile multi-use trail connects south Fayetteville with north Bentonville, traveling through the cities of Johnson, Springdale, Lowell and Rogers in between. The project was made possible through the organization and funding of the participating cities, the Northwest Arkansas Regional Planning Commission, a federal grant and private funding sources, most notably the Walton Family Foundation. The City benefited directly from these contributions with the design and construction of the southern and northern extensions of the trail, valued at approximately \$3.9 million. We continue to seek out ways to leverage our local taxpayer funds for other multi-use trails on the City's Master Plan, connecting the future Regional Park and other destinations to the Regional Greenway system.

In addition to the construction of the greenway itself, the cities have again collaborated to create a regional trail wayfinding, interpretive and informational sign plan. Similar to the wayfinding sign program utilized along our roads and sidewalks, the trail signs share a common design theme that enhances the shared collaborative effort and provides cohesive, consistent messaging for users. The first phase are mile markers fabricated and installed along the 37 miles of trail. Each city funded their own mile markers, and the Regional Planning Commission coordinated all of the procurement process and contract management. These mile markers serve as wayfinding signs, allowing recreational users and travelers the ability to know how far they have travelled, but also for first responders and others who need to quickly determine the location on the trail where someone may need assistance. There are 10 mile markers installed in Fayetteville, beginning at Mile Marker "0", the beginning of the trail in south Fayetteville. While

funding has not been identified, a system of additional signage planned to be installed along the trail system in the future can be seen in the attached draft design packet.

DISCUSSION:

The City's ordinances permits signs to be placed on public property under certain conditions. It does not permit advertising of any kind. However, the current ordinance was written primarily to allow installation of traditional street signs, traffic signs, etc. and not wayfinding signs along a trail system. After discussion with the City Attorney, staff felt it was best to present an ordinance amendment to state the purpose of the informational and interpretive wayfinding signs along the trail system and to also be transparent about the intent to include a small recognition logo of the primary supporters of our regional trail system, as part of this project and others in the future that may occur. In addition, the term "wayfinding" has been added to this section of the ordinance to clarify the use of these types of signs in our pedestrian and vehicular environments.

BUDGET/STAFF IMPACT:

None

Attachments:

- Map of regional trail and mile marker drawings

174.07 Placing Signs on Public Property

No signs other than signs placed by agencies of government shall be erected on any public property or right-of-way.

(A) *Directional and Wayfinding Signs.* Directional and wayfinding signs may be erected on public property or within the city's street right-of-way under the following conditions:

- (1) The signs direct the reader to the location of a public or educational institution, to a facility operated by a nonprofit entity and attended by out-of-town patrons, to a facility relating to the public health, safety, or welfare, or to scenic or historic buildings, trails and parks;
- (2) The signs are fabricated, erected and maintained by the City or its agent.
- (3) The signs are installed at locations where they would not constitute a traffic hazard.
- (4) The signs have been approved and permitted as required by the authority having jurisdiction; and
- (5) The maximum number of directional signs permitted under this section shall be seven (7) for each entity; provided, the limitation provided hereby shall not apply to signs directing the reader to scenic or historic buildings, trails and parks.

(B) *Nonprofit organizations.* Nonprofit organizations may be allowed to place temporary signs of a noncommercial nature on public property for the purpose of directing the general public to the location of an event or activity which promotes the general public welfare. The placement of such temporary signs shall be subject to the following conditions:

- (1) The maximum display surface area of each sign shall not exceed fifteen (15) square feet;
- (2) No more than three (3) signs directing the general public to such an event or activity shall be placed on public property at the same time by one such organization;
- (3) Each such sign shall identify the nonprofit organization by name;
- (4) No such temporary sign shall be placed on public property for more than five (5) successive days;
- (5) *Location/approval.* The location of each such sign shall be approved by the Planning and Zoning Administration or designee to ensure

that the signs will not constitute a traffic hazard;

(6) *Permit/number of signs.* The organization applies for, and is issued, a sign permit; one permit may authorize installation of up to three (3) signs pursuant to the provisions of this division; and

7) *Temporary signs.* No such organization shall install, or be issued a permit to install a temporary sign on public property pursuant to the provisions of this division more often than six (6) times within a 12-month period.

(C) *Small banners on certain city light poles.* The City or the Mayor's designee may prepare and install banners not exceeding seven square feet on city light poles specially designed and constructed for such banners within the boundaries of the Downtown Master Plan Area. These small banners may include the name of the commercial or noncommercial enterprise sponsoring the banner, but shall contain no advertising or slogans of the sponsor.

(D) *Informational kiosks.* Informational kiosks with a map of the Downtown Master Plan Area may be placed within city right-of-way by the City. The kiosks shall contain a map and/or description of the Downtown Master Plan Area, public buildings and facilities, parking areas, and entertainment, cultural, and historic facilities within or near this zone.

(E) *Cross Street Banners.* Cross Street Banners may be installed pursuant to §174.03 (J) (3) (b).

(F) *Trail/Trailhead wayfinding signs and recognition markers.* Trail mileage markers, directional and wayfinding signs, informational and interpretive signs, and other such regionally coordinated signage may be installed on the Regional Greenway Trail corridor or other public multi-use trail corridors within the city, under the following conditions:

- (1) All signs shall be coordinated to provide clear messaging related to the use, safety, and enjoyment of the trail or trailhead.
- (2) Small recognition emblems for non-profits or governmental organizations may be located on the trail signs, provided the non-profit or governmental organization substantially participated in the funding or coordinated the installation of the trail and/or trailhead. Signs may not include advertising or slogans of sponsors.

174.07 Placing Signs On Public And Private Property**(A) Placing signs on public property.**

- (1) *Agencies of government.* No signs other than signs placed by agencies of government shall be erected on any public property; provided, directional signs may be erected upon the city's street name signposts, or upon traffic signposts under the following conditions:

- (a) *Public facility/ out-of-town patrons.* The signs direct the reader to the location of a public facility attended principally by out-of-town patrons, to a facility operated by a nonprofit entity and attended principally by out-of-town patrons, to a facility relating to the public health, safety, or welfare, or to scenic or historic trails;
- (b) *Traffic Division.* The signs are fabricated, erected and maintained by the city Transportation Division;
- (c) *Cost.* The entire cost of the signs is borne by the entity requesting the signs;
- (d) *Installation.* The signs are installed at locations where they would not constitute a traffic hazard.
- (e) *Traffic control devices.* The signs conform to the manual on uniform traffic-control devices; and
- (f) *Directional signals.* The maximum number of directional signs permitted under this section shall be seven (7) for each entity; provided, the limitation provided hereby shall not apply to signs directing the reader to scenic or historic trails.

- (2) *Nonprofit organizations.* Nonprofit organizations shall be allowed to place temporary signs of a noncommercial nature on public property for the purpose of directing the general public to the location of an event or activity which promotes the general public welfare. The placement of such temporary signs shall be subject to the following conditions:

- (a) *Display surface area.* The maximum display surface area of each sign shall not exceed fifteen (15) square feet;
- (b) *Number of signs.* No more than three (3) signs directing the general public to such

an event or activity shall be placed on public property at the same time by one such organization;

- (c) *Organization name.* Each such sign shall identify the nonprofit organization by name;
- (d) *Temporary sign.* No such temporary sign shall be placed on public property for more than five (5) successive days;
- (e) *Location/approval.* The location of each such sign shall be approved by the Planning and Zoning Administration or designee to ensure that the signs will not constitute a traffic hazard;
- (f) *Permit/number of signs.* The organization applies for, and is issued, a sign permit; one permit may authorize installation of up to three (3) signs pursuant to the provisions of this division; and
- (g) *Temporary signs.* No such organization shall install, or be issued a permit to install a temporary sign on public property pursuant to the provisions of this division more often than six (6) times within a 12-month period.

- (3) *Small banners on certain city light poles.* The City may prepare and install banners not exceeding seven square feet on city light poles specially designed and constructed for such banners within the boundaries of the Downtown Master Plan Area. These small banners may include the name of the commercial or noncommercial enterprise sponsoring the banner, but shall contain no advertising or slogans of the sponsor.

- (4) *Informational kiosks.* Informational kiosks with a map of the Downtown Master Plan Area may be placed within city right-of-way by the City. The kiosks shall contain only a map and/or description of the Downtown Master Plan Area, public buildings and facilities, parking areas, and entertainment facilities within or near this zone.

- (5) *Cross Street Banners.* Cross Street Banners may be installed pursuant to §174.03 (J) (3) (b).

(Code 1965, §17B-7(c); Ord. No. 1893, 12-19-72; Ord. No. 2934, 8-2-83; Ord. No. 2948, 9-20-83; Ord. No. 3298, 10-6-87; Code 1991, §159.37; Ord. No. 3677, §1, 3-2-93; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4622, 9-21-04; Ord. 4972, 1-16-07)



Wayfinding Master Plan

FEBRUARY 2015



TABLE OF CONTENTS

1	INTRODUCTION	
	Wayfinding for the Razorback.....	4
2	BRANDING, IDENTITY, AND STANDARDS	
	Logo and Colors.....	5
	Partner Logos.....	5
3	RAZORBACK GREENWAY SIGN SYSTEM	
	Sign Family.....	6
	Information Kiosk.....	8
	Trailhead I.D.....	12
	Trail Map Signs.....	16
	Community Guides.....	20
	Directionals.....	24
	Mile Markers.....	28
	Walk/Bike Distance and Time.....	32
	Confidence Markers.....	36
	Interpretive Displays.....	40
4	SYSTEMWIDE LOCATION MASTER PLAN	
	Overview.....	44
	Fayetteville.....	46
	Springdale.....	50
	Lowell.....	54
	Rogers	58
	Bentonville	62
5	ALTERNATIVE SOFT SURFACE SIGNAGE	
	Sign Family.....	64
	Information Kiosk/Trailhead.....	66
	Destination and Directional Signage.....	68
	Permitted Uses/Trail Rules and Regulatory Signage.....	70
	On-Trail Directional & Confidence Markers.....	72
	Informational Display / Trail Map.....	74
	Alternative Soft Surface Signage Guidelines.....	78





INTRODUCTION

WAYFINDING FOR THE RAZORBACK

A comprehensive wayfinding system should be approached from both recreation and transportation perspectives. As the system of interconnected greenways, natural trail systems, on-road bicycle facilities, and sidewalks expand, residents and visitors will be able to access longer recreation routes, schools, commercial centers, and green spaces without using personal motor vehicles. The Razorback Regional Greenway will become an integral component of Northwest Arkansas infrastructure. Signage increases the usability of the trail system as well as each city. Users will begin to navigate Fayetteville, Springdale, Rogers, Lowell, and Bentonville via a network of trails and spurs. To enhance the function of navigation and contribute to economic development, signage should be placed along the trail with walk and bike distances and times to commercial centers, restaurants, and retail establishments.

Components of a successful wayfinding system include standards for logos, color, typography, and symbols. All of these elements create an identity package for sign types, such as trailhead identification, trail markers, mile markers, pedestrian directionals, regulatory signage, confidence markers, interpretive signage, and information kiosks. All maps should employ the same symbology, fonts, color system, and style.

This Plan provides a guide for all sign design and placement. Typical details are included for installation and map creation. All communities within the trail system will be co-branded on the Razorback Regional Greenway signage package.

Any questions about standards, design, application, installation, or updates to the Razorback family of signs should be directed to directed to Misty Murphy, Regional Trail Coordinator.



BRANDING, IDENTITY, AND STANDARDS

LOGO AND COLORS

The Razorback Greenway has one primary logo and four approved alternatives. The Solid Color Logo must comply with the approved PANTONE color palette. Grayscale, and Black and White Versions should be used on a solid white background. When solid white is not possible, it is acceptable to place a white circle around the logo with a buffer of white appearing around the outer lettering.

The font used in the logo is Today BEF and should never be altered or changed. Versions of the logo are available in .ai and .eps with the fonts outlined. The logo should not be reproduced or duplicated without the approved vectorized typeface.

PARTNER LOGOS

In addition to the Razorback Greenway logo, partner logos will appear on the signage package. The Walton Family Foundation and Northwest Arkansas Regional Planning Commission will appear as the major funding contributor and organizing agency, respectively. City and Town logos aid in user orientation and unite the trail as a regional transportation and recreation facility. Each municipality will have their logo placed on the Razorback signage where the trail passes through their boundary. Acceptable formats of partner logos are below. (See each sign design for placement and sizing standards).



Primary Logo

PANTONE Colors



Other Acceptable Logo Versions



Solid Color Logo



Grayscale Logo



Black and White Version 1



Black and White Version 2



RAZORBACK GREENWAY SIGN SYSTEM

SIGN FAMILY

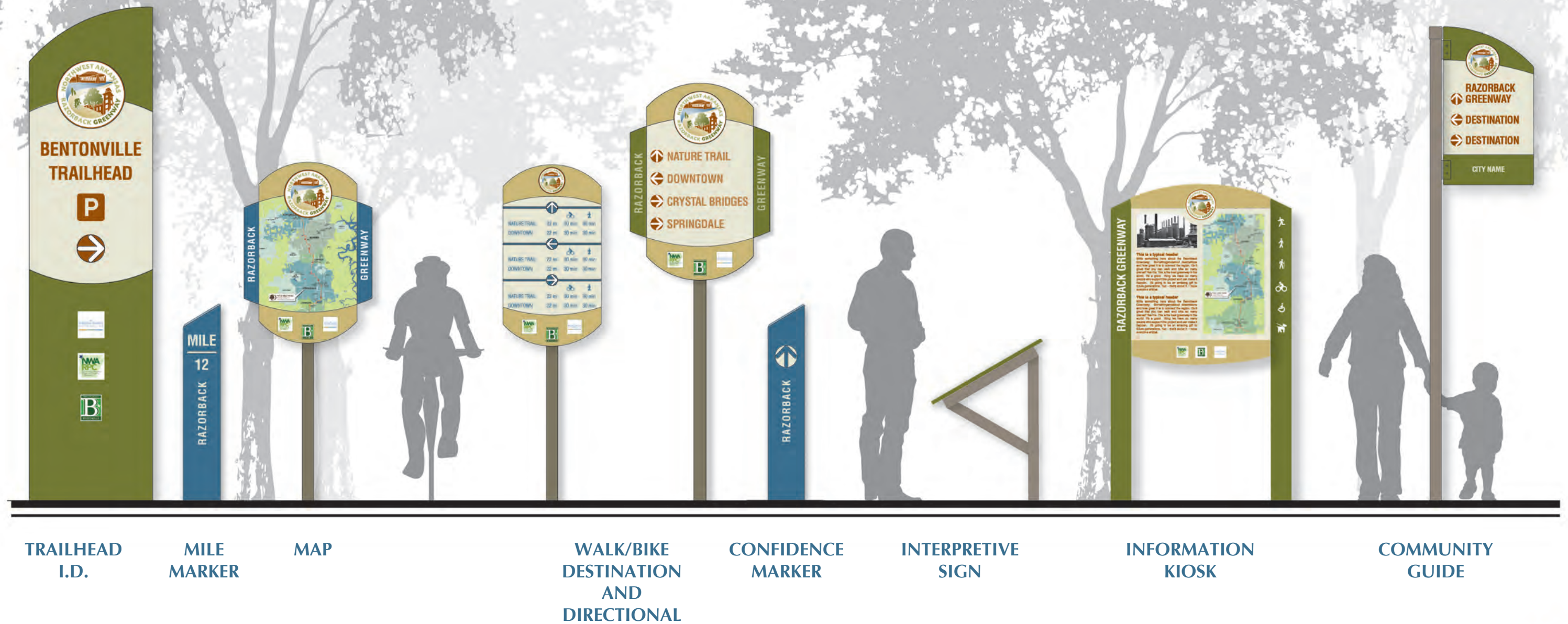
The Razorback Greenway sign family creates a cohesive identity for the entire 36-mile system. The colors, fonts, symbology and design of each sign have been crafted to improve navigation, encourage use, and provide an identity for the trail. Sign types include regulatory information, regional and cultural details, identification markers, walk and bike timing, and geographical references. Each component works together to complete a system of comfortable spaces for multiple types of walker and cyclists.

Recreation, fitness, and transportation users are considered when placing each sign type. Community Signs direct users toward the trail and indicates to non-users the proximity and ease of access to the greenway.

As areas surrounding the greenway are developed, directionals should be placed within neighborhoods and commercial centers to inform citizens and visitors of the opportunity to recreate or use the trails as an alternative to motor vehicle transportation.



RAZORBACK GREENWAY SIGN SYSTEM



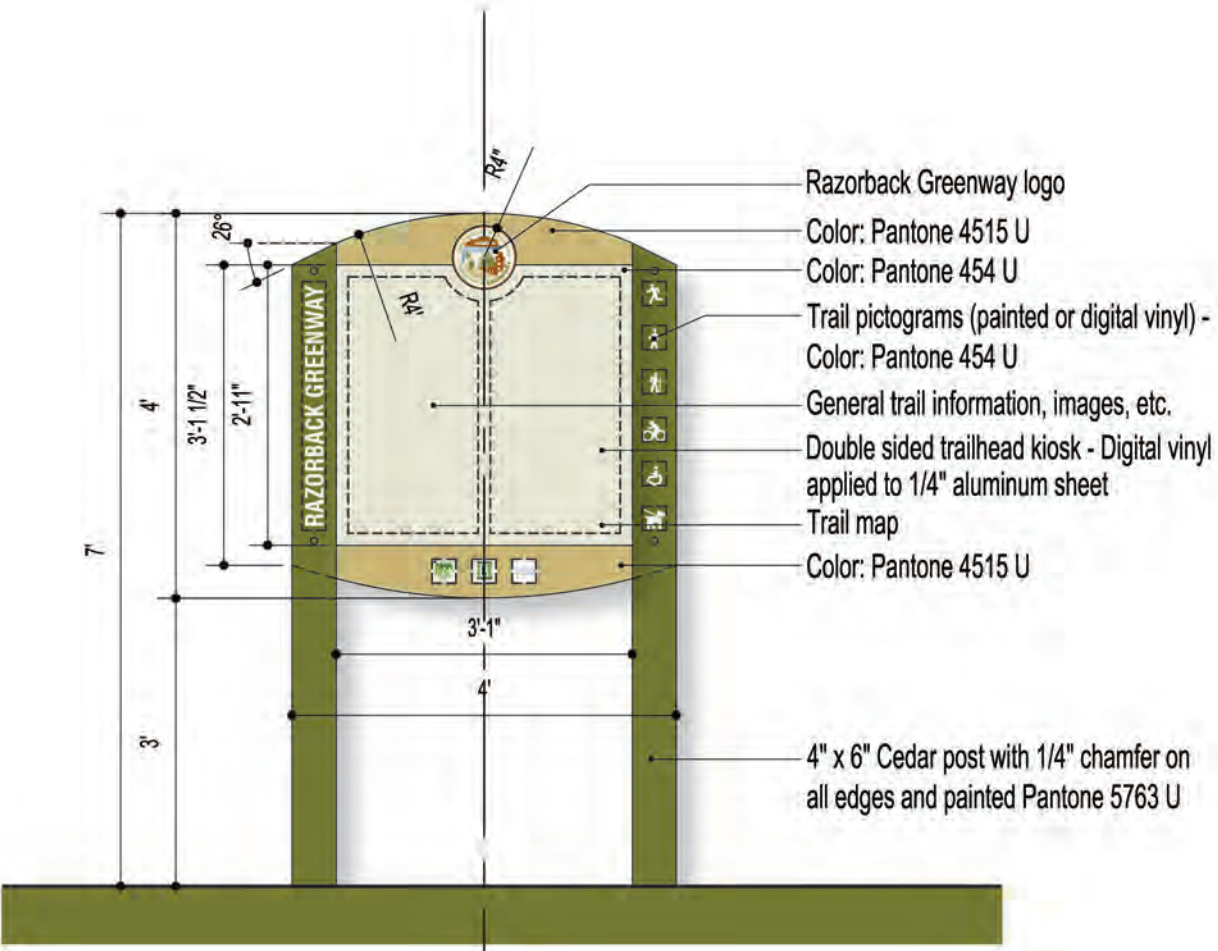
RAZORBACK GREENWAY SIGN SYSTEM

INFORMATION KIOSK

Information Kiosks will be placed at each trailhead, and located at key points along the trail to serve as system-wide education tools, trip planning devices, regulatory information centers, and interpretive signage. Maps should include the entire greenway and indicate where the user is located within the system. Logos for each community shall be placed at the base of the sign to further identify user location and co-brand the system with any adjacent navigation efforts by the community.



ELEVATION



OVERALL DIMENSIONS



RAZORBACK GREENWAY SIGN SYSTEM

INFORMATION KIOSK

TYPOGRAPHY

Vertical "RAZORBACK GREENWAY" banner

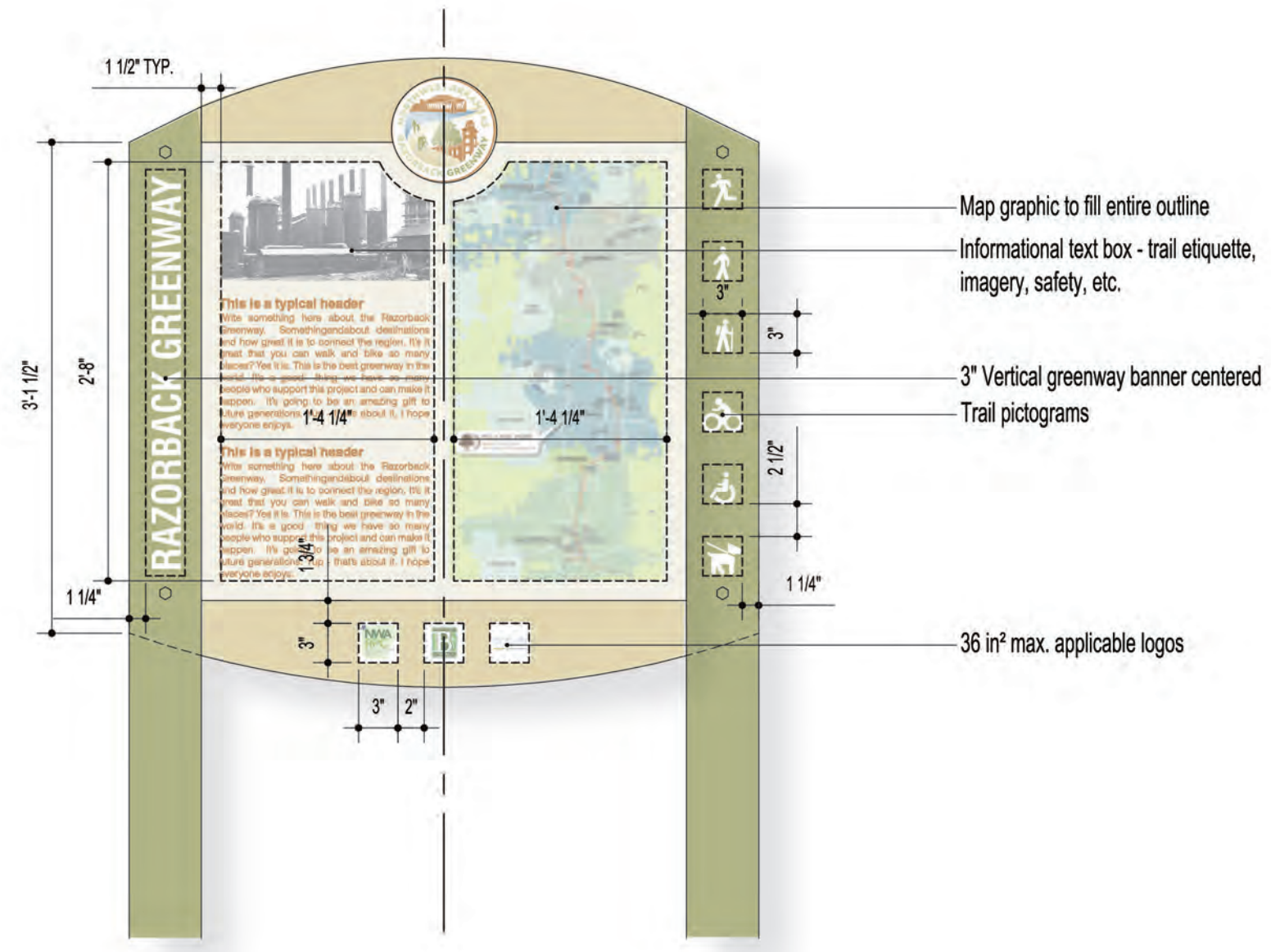
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- Align = Center
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- Color = Pantone 454 U

Informational Text - Header

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- Size = 3/4"
- Color = Pantone 7517 U

Informational Text - Body

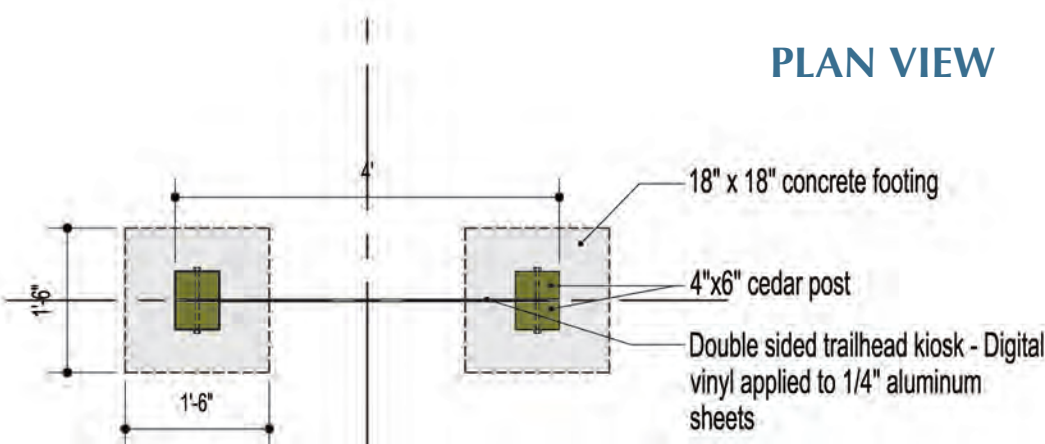
- Font = Helvetica LT - Light
- Align = Fully justified
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- Color = Pantone 7517 U



GRAPHIC LAYOUT

RAZORBACK GREENWAY SIGN SYSTEM

INFORMATION KIOSK



TRAIL USE RULES AND REGULATIONS

The following trail rules and regulations should be posted on the rear side of the kiosk.

Rules For Trail Use

- Hours of Operation - Trails Open Sunrise to Sunset
- No Motorized Vehicles on Trails
- Be Courteous to Other Trail Users - Share the Trail
- Always Walk or Bike with a Friend – Use the Buddy System
- Don't Block the Trail – Walk and Bike Single File
- Always Keep to the Right hand side of the Trail
- Faster Users Pass on the Left
- Give Audible Signal When Passing
- Bicyclists Yield Right of Way to Pedestrians
- Clean Up Your Litter – Take Your Trash With You
- Keep Pets on Leashes At All Times
- Immediately Remove All Pet Waste from Trail Corridor
- No Alcohol or Drug Use Allowed
- No Removal of Flowers, Shrubs, Trees or Animals
- No Firearms Allowed on Trails
- No Overnight Camping or Fires
- No Trespassing on Adjacent Property

Trail Use Rules and Regulations adopted pursuant to City of _____ ordinance. All city, county, state and federal laws are applicable to use of trails.

Enjoy The Trail!



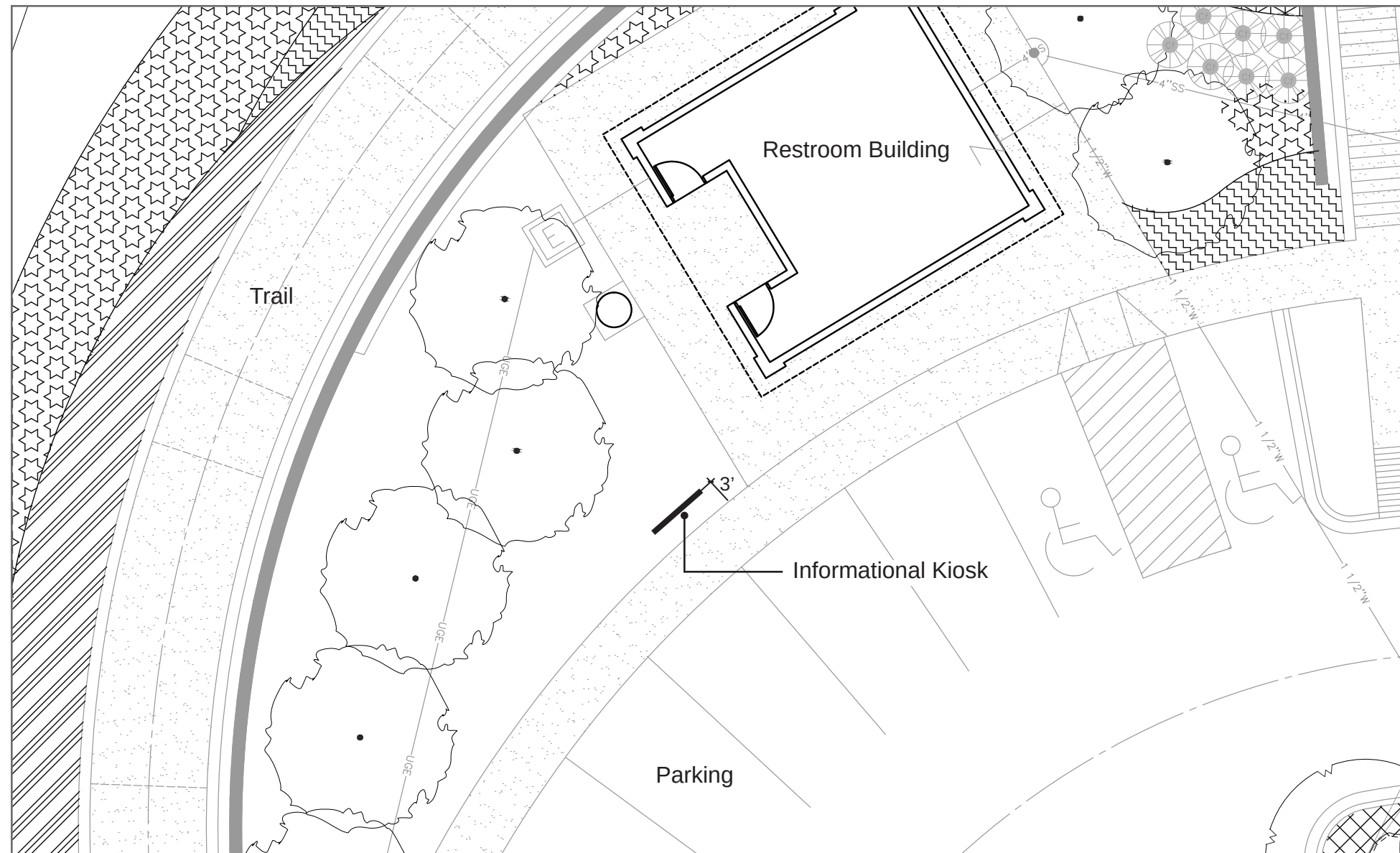
RAZORBACK GREENWAY SIGN SYSTEM

TYPICAL INFORMATION KIOSK PLACEMENT

Where there are trailheads with parking areas, the sign should be located at or near the access path from the parking area to the trail. If the trail is visible from the parking area, then it is recommended that the sign be placed adjacent to the trail.

Orientation of the sign is to be perpendicular to the trail or path of travel.

Positioning of the sign should be based on existing landscaping. The diagram shows the preferred location. Keep the sign a minimum of 3 feet from edge of circulation surfaces.



RAZORBACK GREENWAY SIGN SYSTEM

TRAILHEAD I.D.

Trailhead I.D. signs indicate where vehicles can access trailheads and where pedestrians and cyclists may access the trail at key intersections. Co-branding for each city is located along the base of the sign.



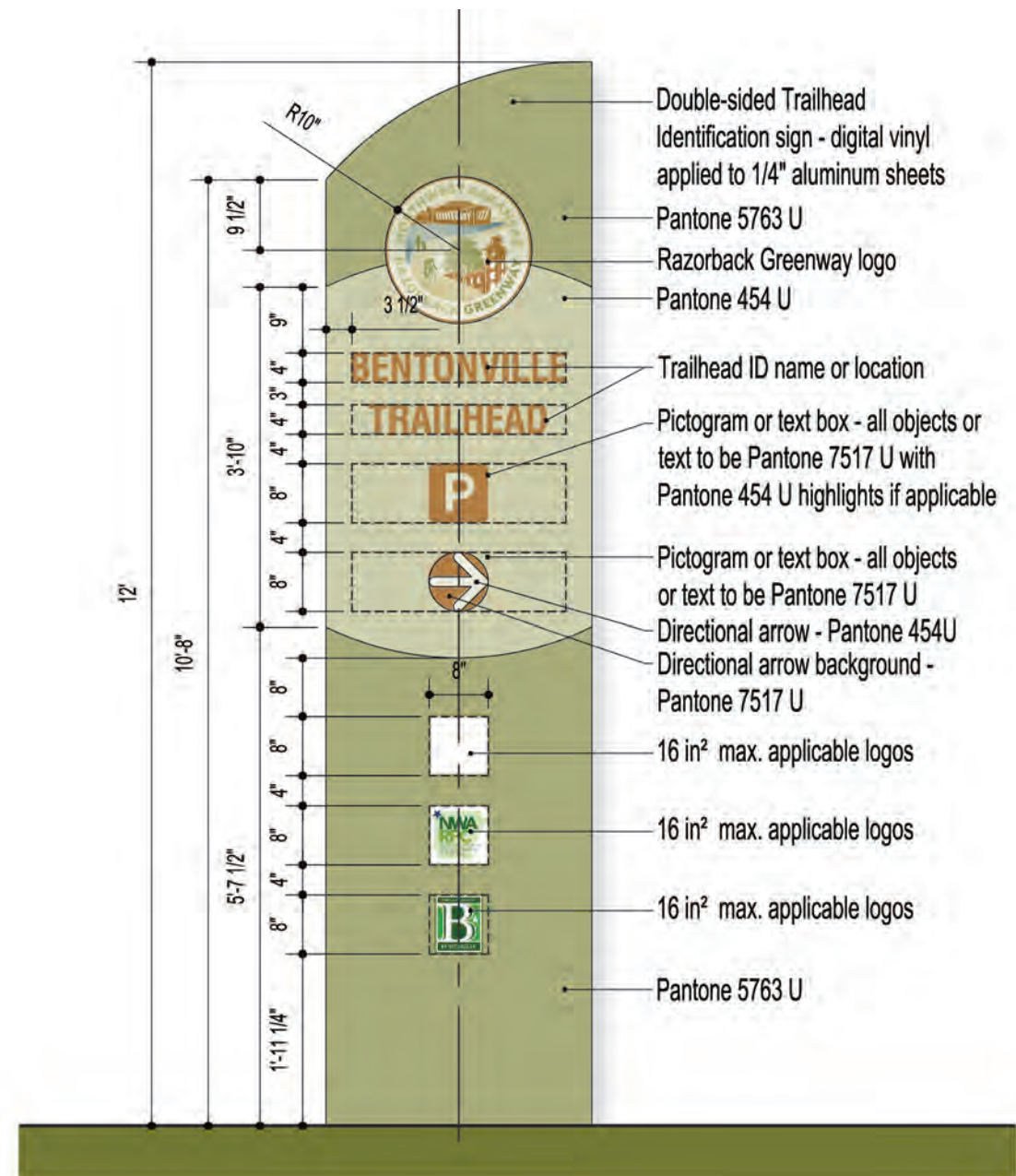
ELEVATION



RAZORBACK GREENWAY SIGN SYSTEM

TRAILHEAD I.D.

OVERALL DIMENSIONS



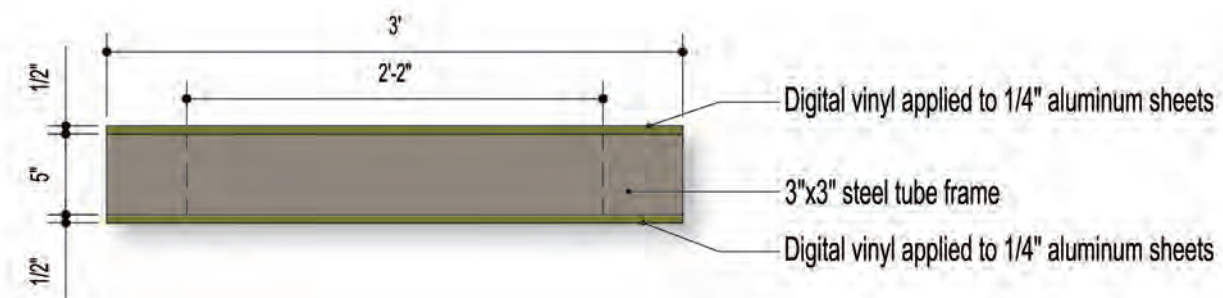
TYPOGRAPHY

Trailhead ID or location text

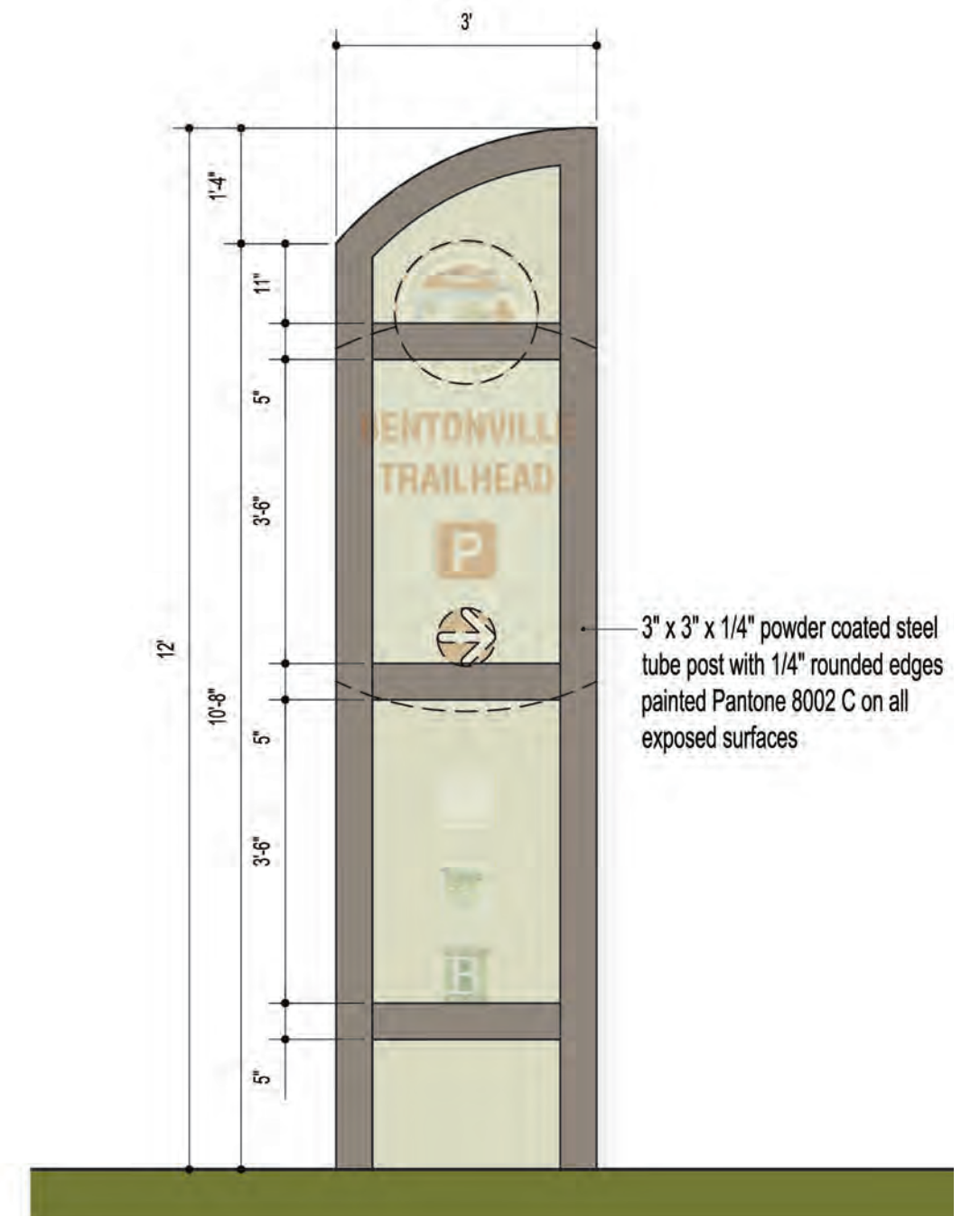
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- Color = Pantone 7517 U

RAZORBACK GREENWAY SIGN SYSTEM

TRAILHEAD I.D.



PLAN VIEW



FRAME

RAZORBACK GREENWAY SIGN SYSTEM

TYPICAL TRAILHEAD I.D. PLACEMENT

This sign option is intended as a primary trail identification sign for greenways with parking facilities at the trailhead.

Sign must be placed behind site triangle as illustrated.

The sign must be placed a minimum of 10-feet from the roadway right-of-way.

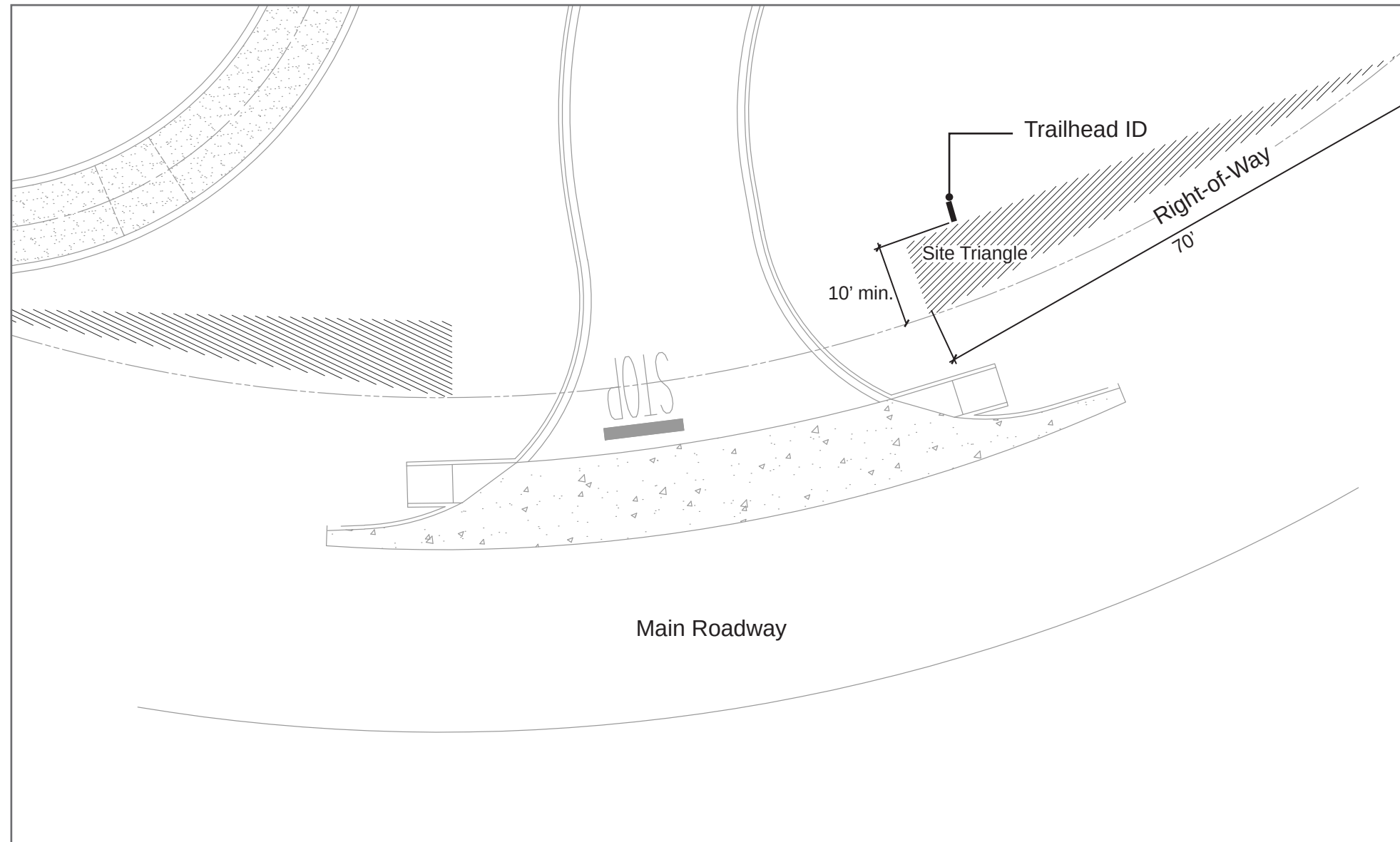
Orientation of the sign is to be perpendicular to the public street.

The sign may be placed on either side of the entrance. The preferred location is on the right side as the vehicle faces the trailhead entrance.

Try to maintain a clear line of sight from the roadway and sidewalk (if present) to the sign on both sides of the trailhead entrance.

Do not place landscape at the base of this sign.

This sign will require permitting prior to installation.



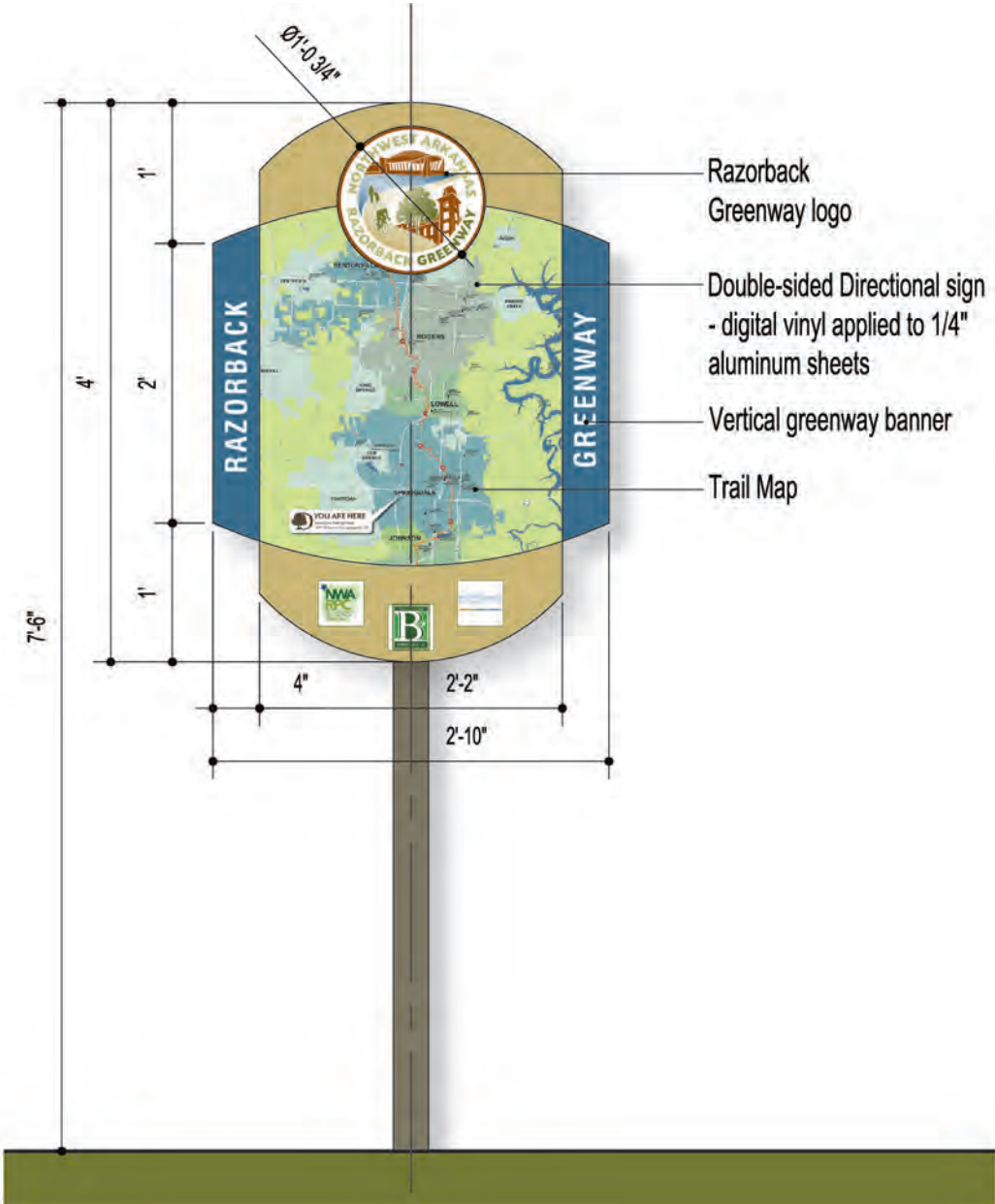
RAZORBACK GREENWAY SIGN SYSTEM

TRAIL MAP SIGNS

Maps will be placed along the trail at intervals appropriate to capture influxes of users to the trail. These maps will show the immediate context and connections, not the entire system. Co-branded logos will be placed at the base of the sign.



ELEVATION

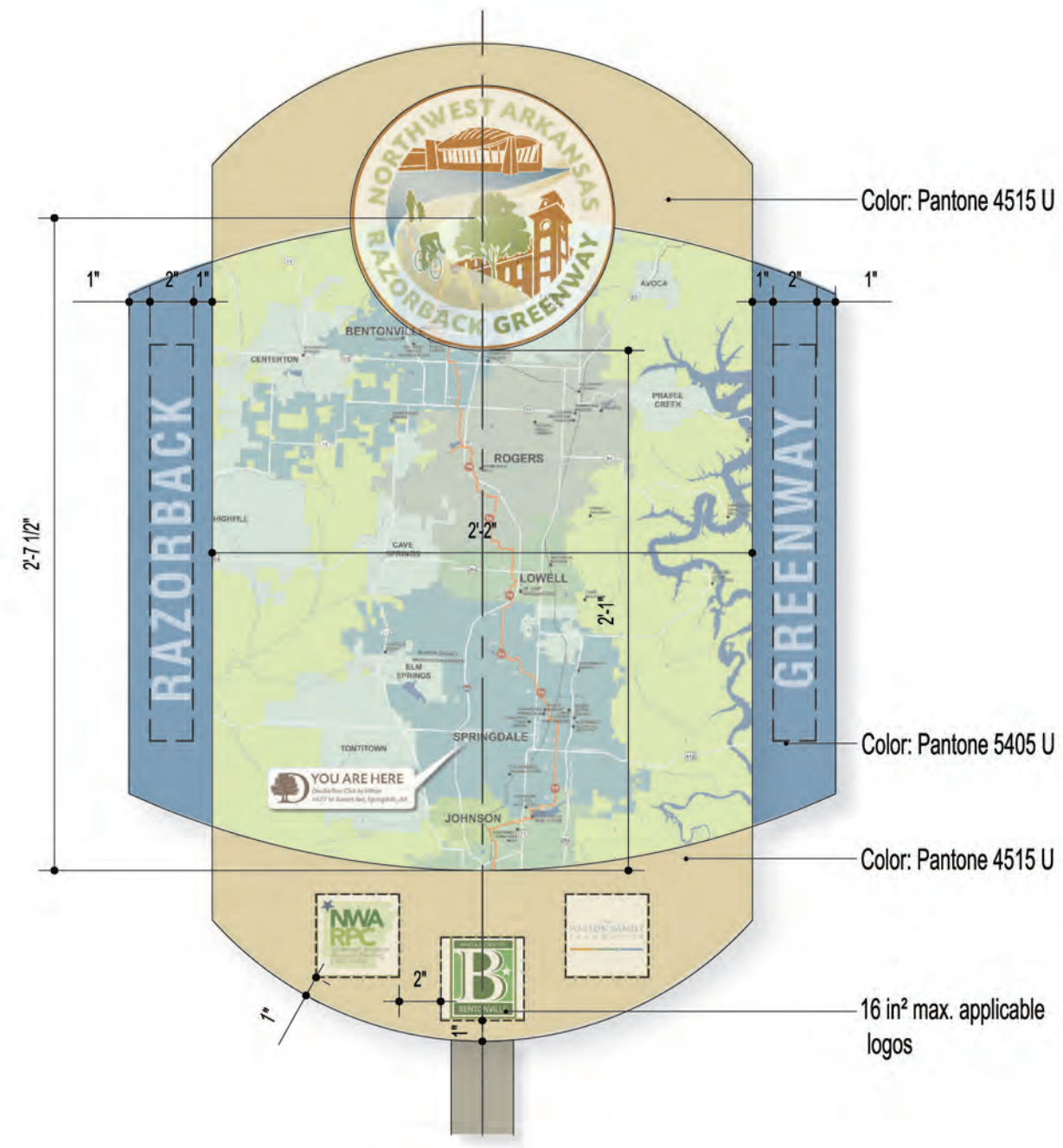


OVERALL DIMENSIONS



RAZORBACK GREENWAY SIGN SYSTEM

TRAIL MAP SIGNS



GRAPHIC LAYOUT

TYPOGRAPHY

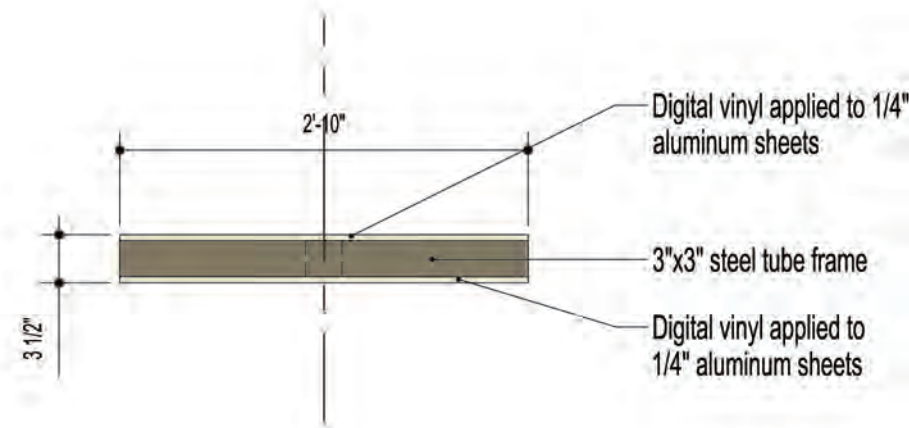
Vertical "RAZORBACK GREENWAY" banner

- Font = Helvetica LT - Bold Condensed
- Align = Center
- Size = 2"
- Tracking = 100
- Color = Pantone 454 U

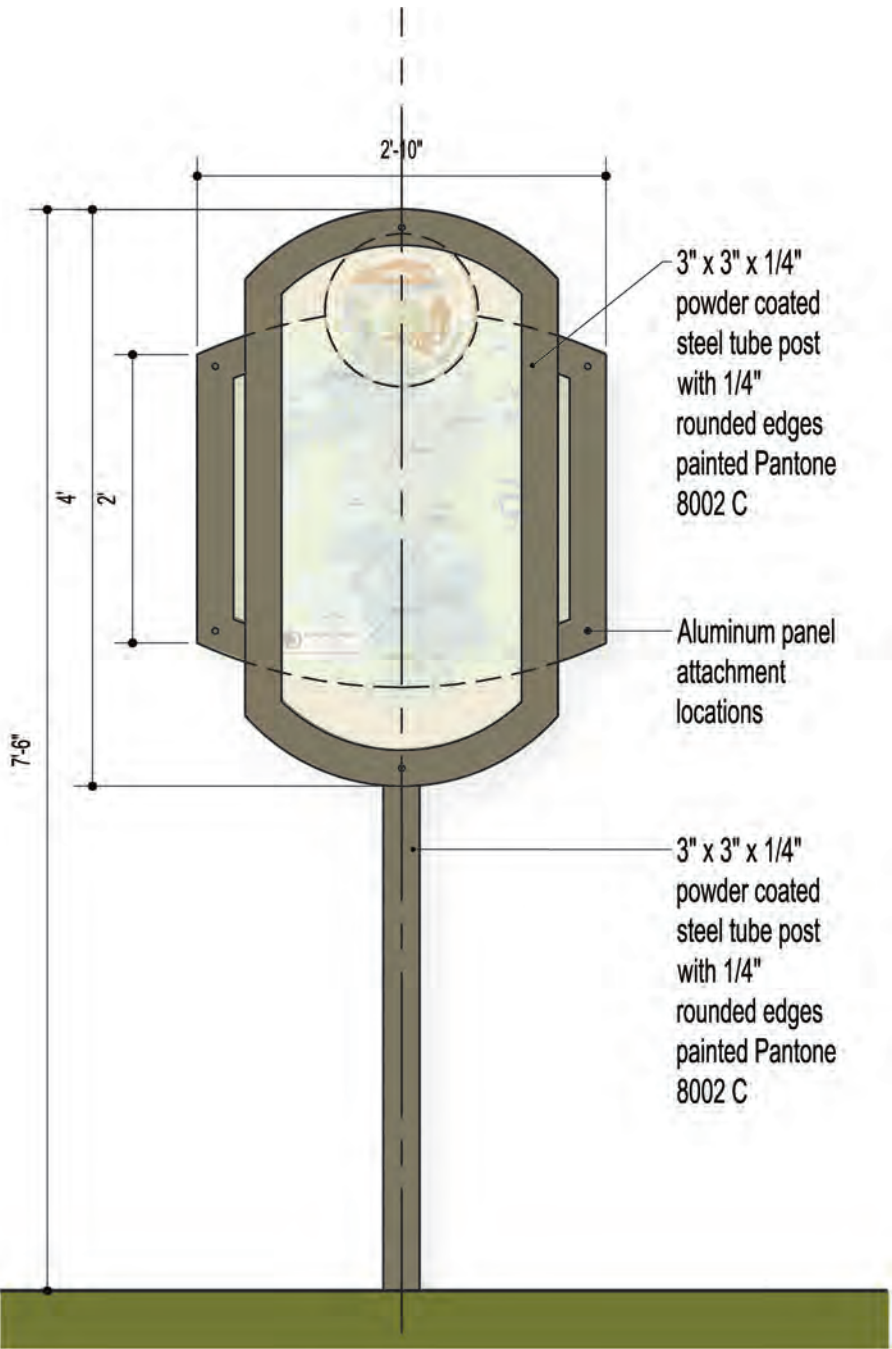


RAZORBACK GREENWAY SIGN SYSTEM

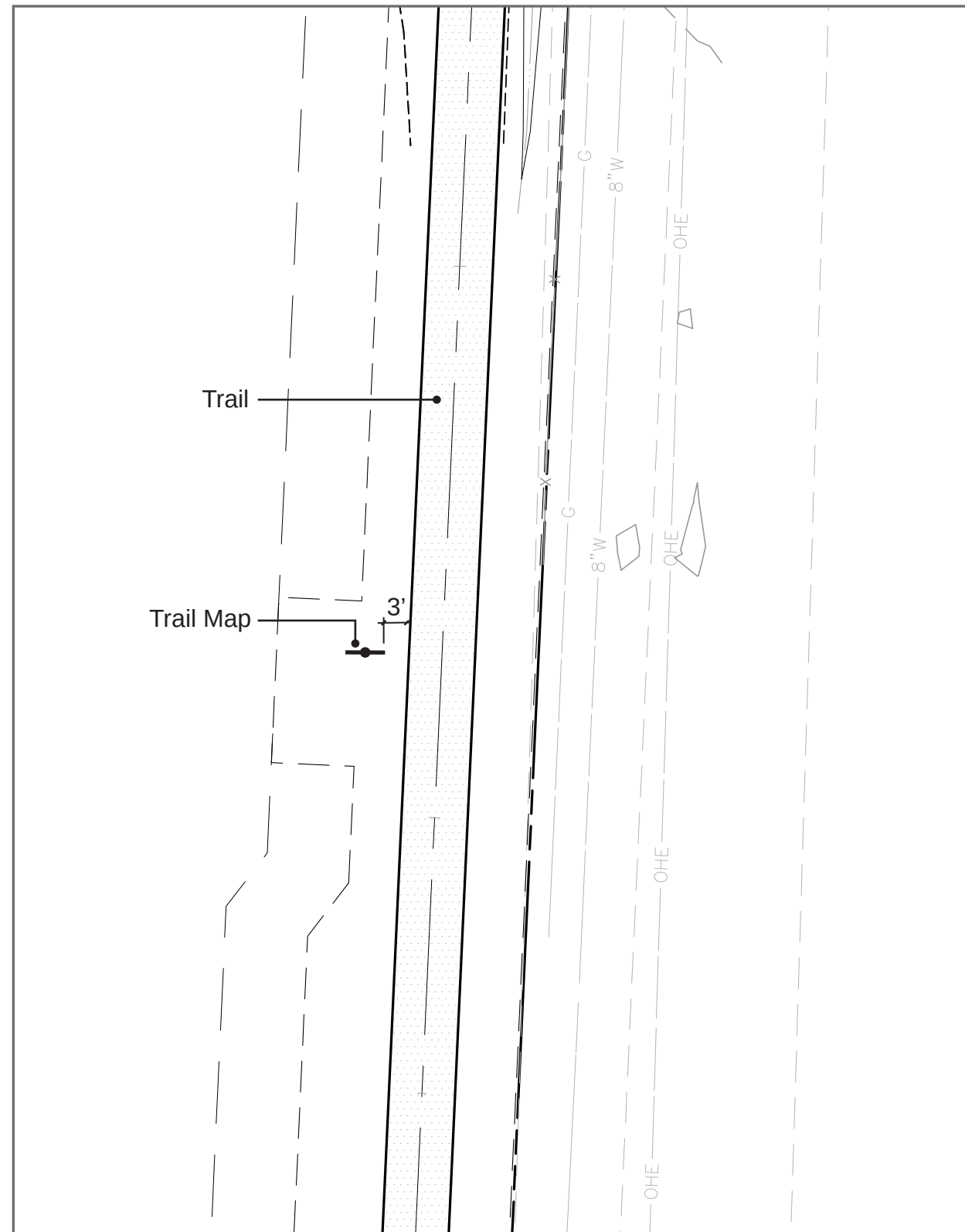
TRAIL MAP SIGNS



PLAN VIEW



FRAME



RAZORBACK GREENWAY SIGN SYSTEM

TYPICAL TRAIL MAP SIGN PLACEMENT

Orientation of this sign is to be perpendicular to the trail.

Positioning of the sign should be based on existing landscaping. The diagram shows the preferred location. Keep the sign a minimum of 3-feet from the trail.

Do not place landscape at the base of this sign.



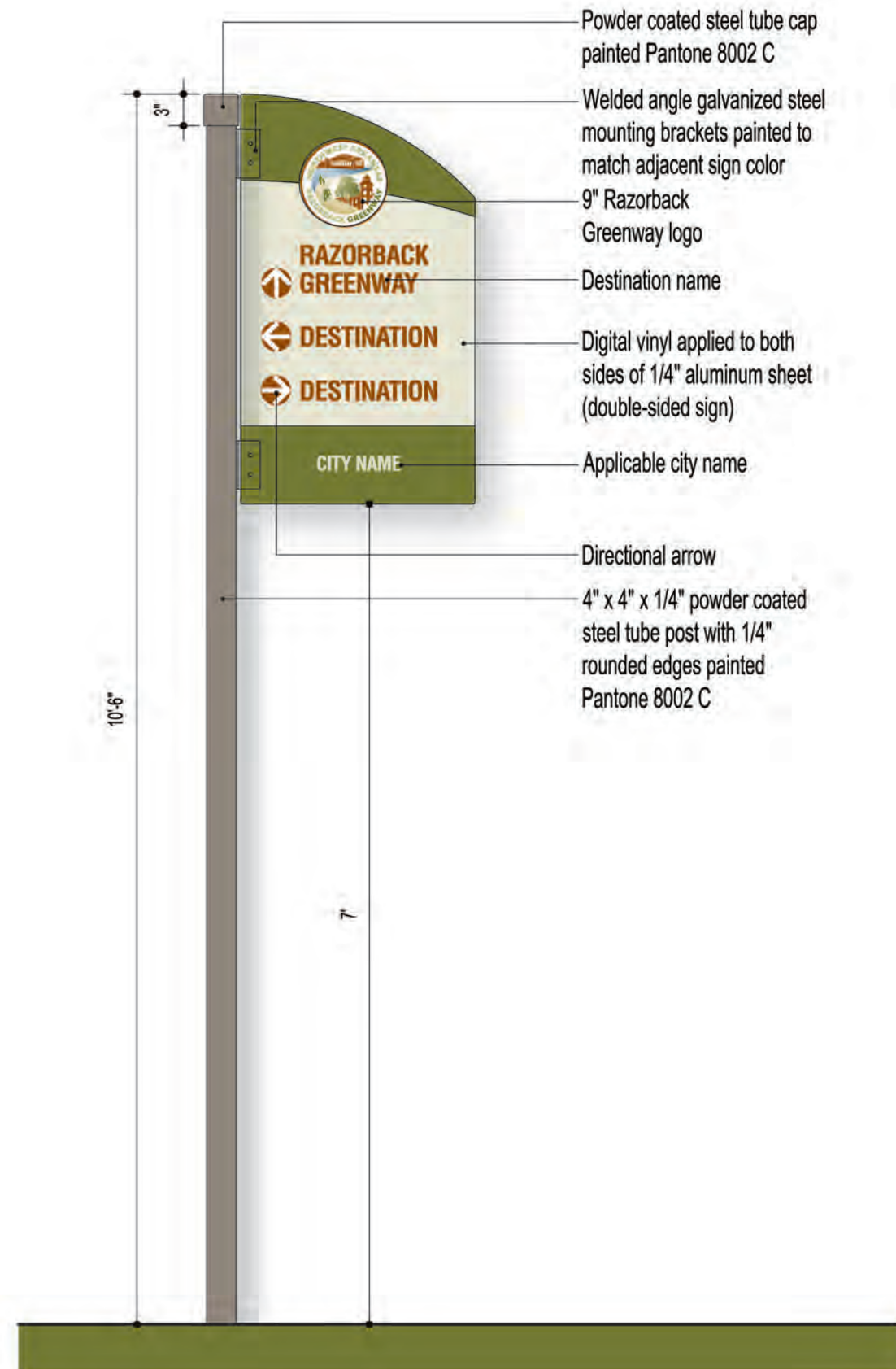
RAZORBACK GREENWAY SIGN SYSTEM

COMMUNITY GUIDES

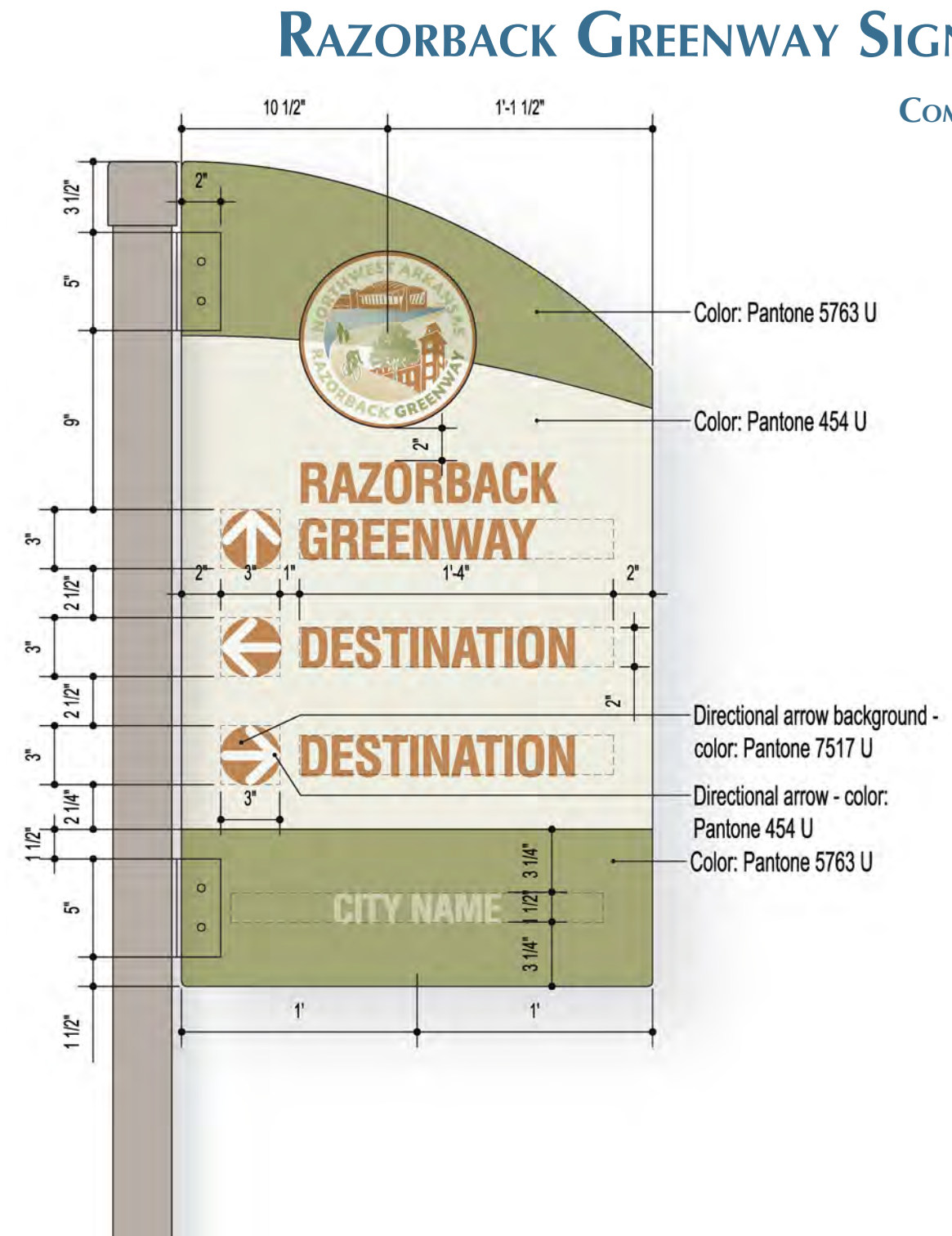
Community guides are part navigation and part encouragement programming. These signs will be placed within communities to direct intended users as well as potential new users to the trail system. These signs will also build awareness of the system by creating a presence for the greenway outside of the system. Co-branding will be placed at the base of this sign as a stand-alone installation. This sign typology may also be attached to posts of existing signage as well as to community light posts.



ELEVATION



OVERALL DIMENSIONS



GRAPHIC LAYOUT



RAZORBACK GREENWAY SIGN SYSTEM

COMMUNITY GUIDES

TYPOGRAPHY

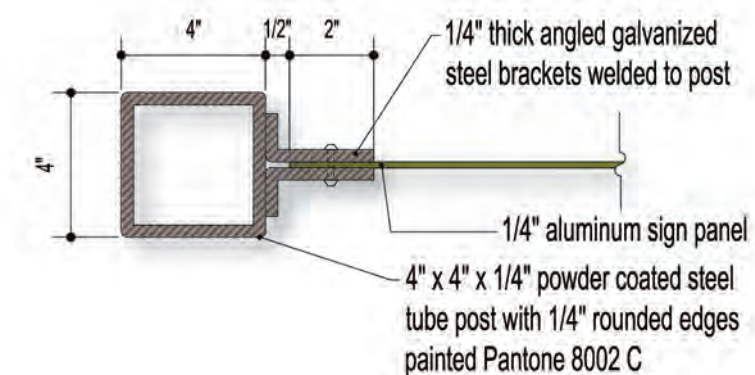
Destination Text

- Font = Helvetica LT - Bold Condensed
- Align = Left
- Size = 3"
- Tracking = -30
- Color = Pantone 454 U

City name

- Font = Helvetica LT - Bold Condensed
- Align = Center
- Size = 1 1/2"
- Tracking = - 25
- Color = Pantone 454 U

SIGN MOUNT



RAZORBACK GREENWAY SIGN SYSTEM

TYPICAL COMMUNITY GUIDE PLACEMENT

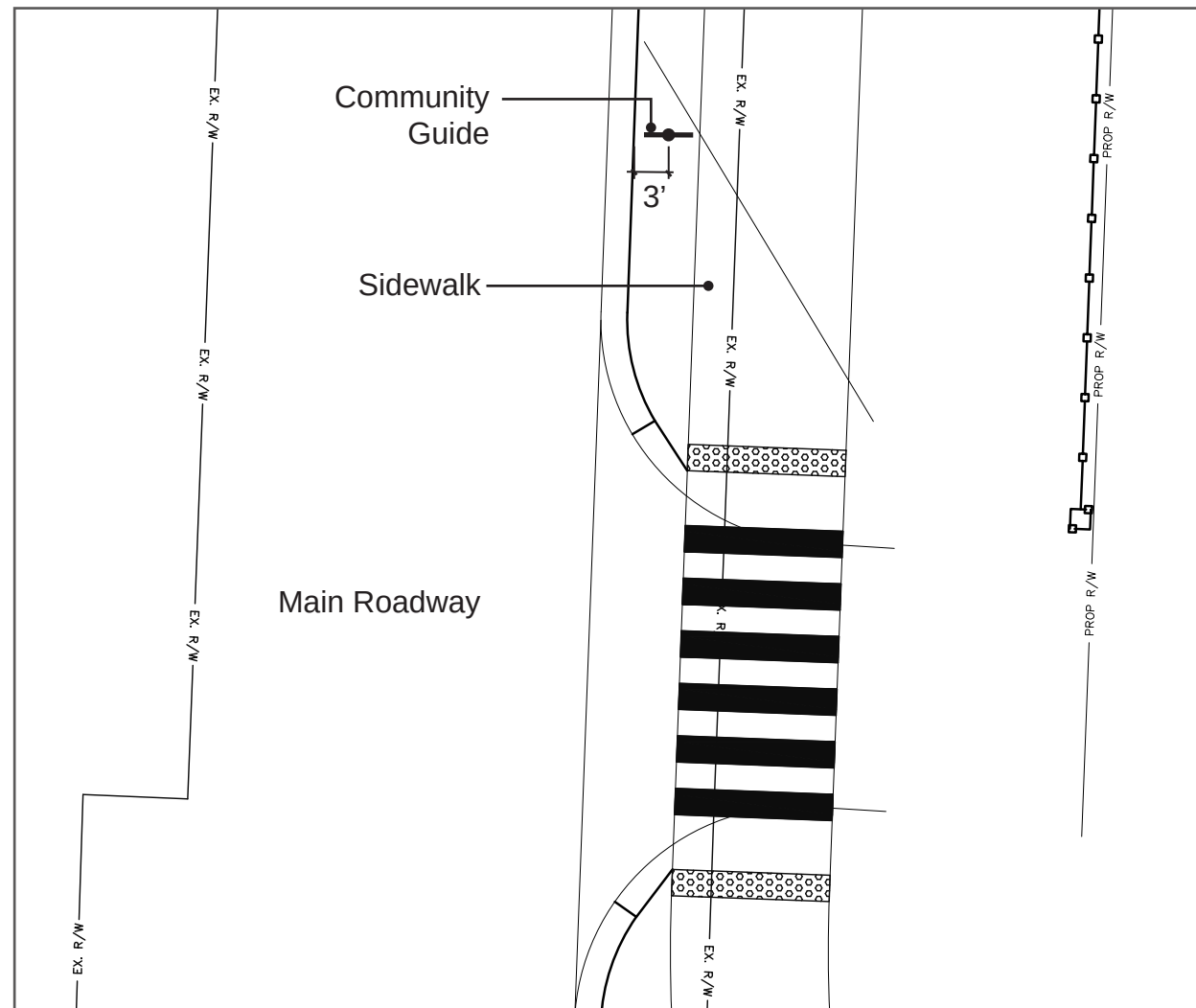
Community guides are designed to orient the user in circumstances where the trail may intersect with public streets and reconnects at a distant point.

The community guides may be placed on existing features such as utility poles or a freestanding post. The sign should be placed at a height of 7-feet as measured from the ground to the bottom of the sign.

When applied to a freestanding post, the sign must be placed a minimum of 3-feet from the back of curb along the roadway.

Orientation of the sign is to be perpendicular to the direction of travel.

The sign should be placed facing the direction of traffic and pointing toward the nearby trailhead entrance.





RAZORBACK GREENWAY SIGN SYSTEM

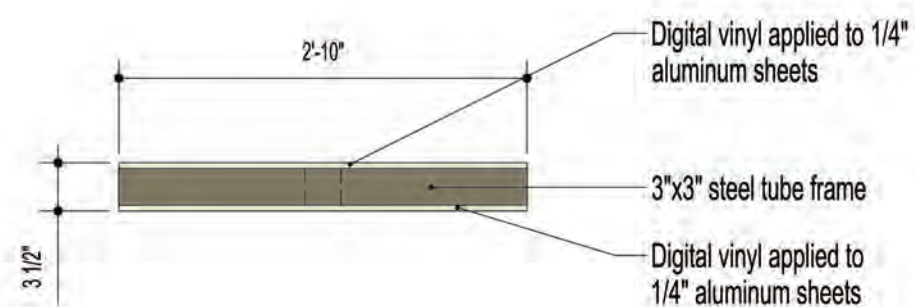
DIRECTIONALS

Creating a destination-based greenway system integrates trails into the region's infrastructure. Users can orient themselves within the system based on key destinations including culturally significant landmarks, shopping districts, and other recreational facilities. Co-branding will also occur on the base of this sign type.

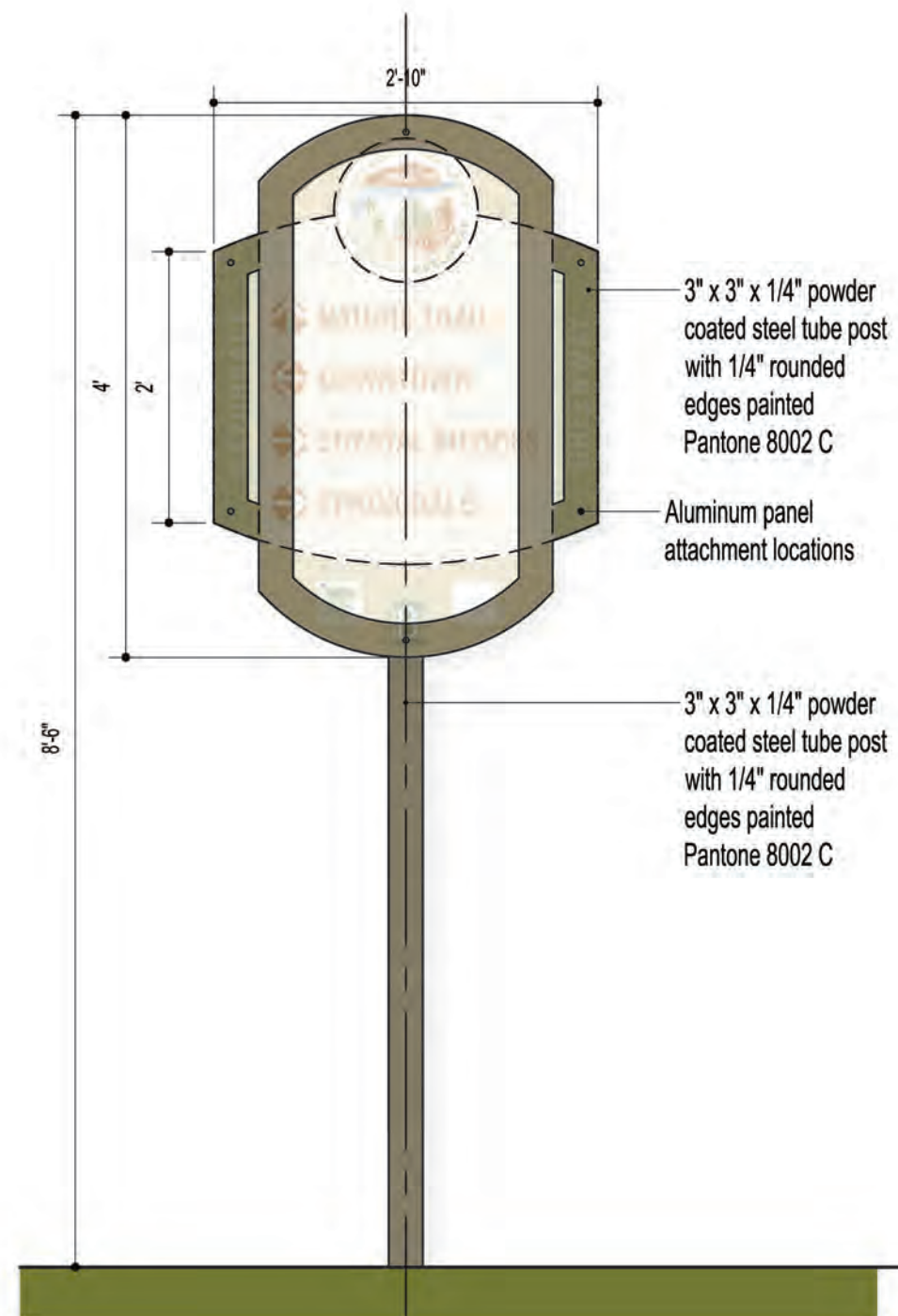


RAZORBACK GREENWAY SIGN SYSTEM

DIRECTIONALS



PLAN VIEW



FRAME

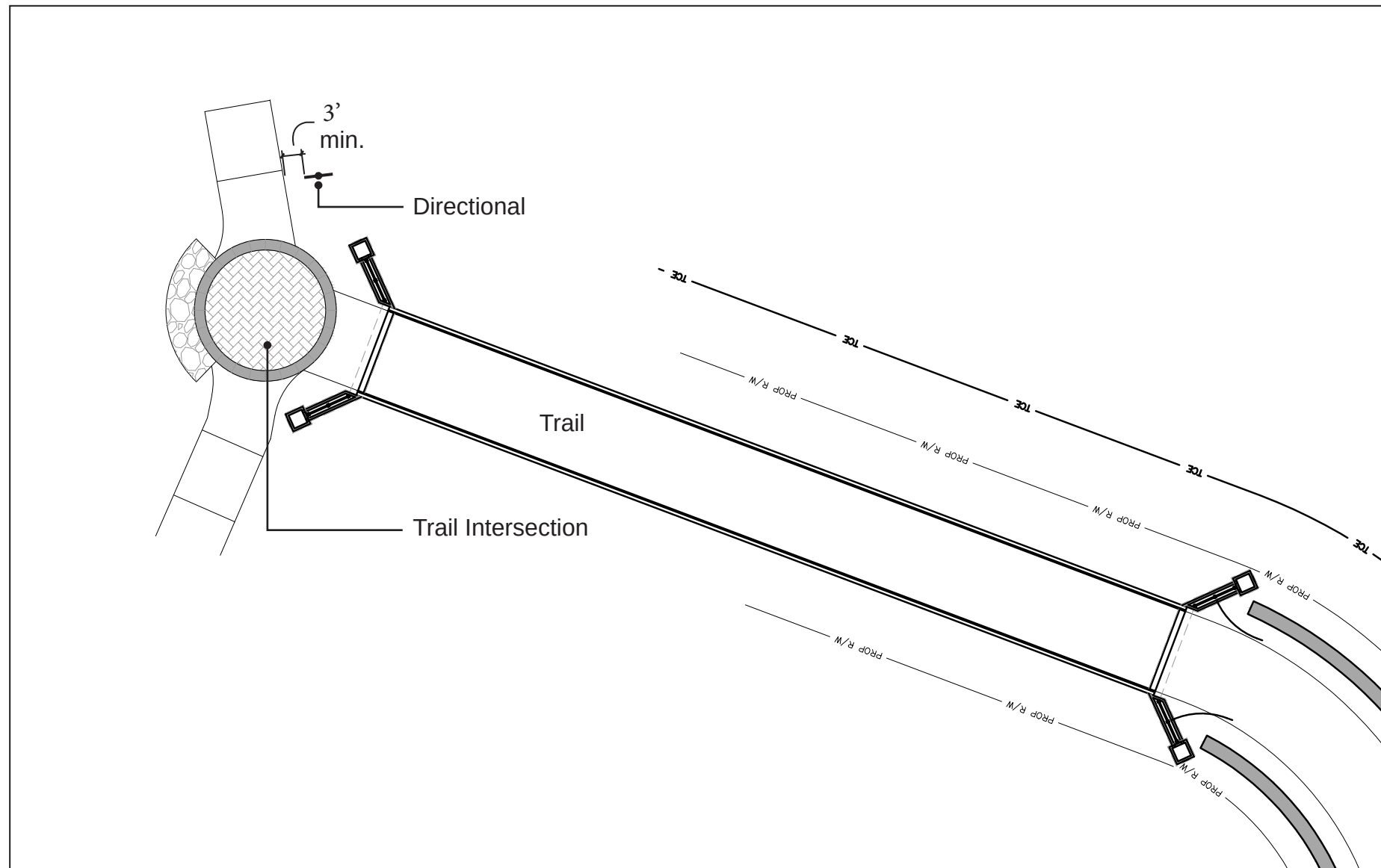
RAZORBACK GREENWAY SIGN SYSTEM

TYPICAL DIRECTIONAL PLACEMENT

Typically these signs are placed at the intersections of trails and sidewalk facilities. The signs may also be placed where needed to assist visitors.

Orientation of the sign is to be perpendicular to the direction of travel or parallel to the intersecting trail.

Placement should be a minimum of 2-feet from the edge of the sign to the trail. The location should be determined by the site conditions and information that is being conveyed.



RAZORBACK GREENWAY SIGN SYSTEM

MILE MARKERS

Mile markers are key trail elements for fitness users. Tracking distance and improvement over time is expected by health conscious users. This sign typology is also useful for navigation and geographic placement. First responders can quickly find those in need by using mile markers as “addresses” for user location.



ELEVATIONS



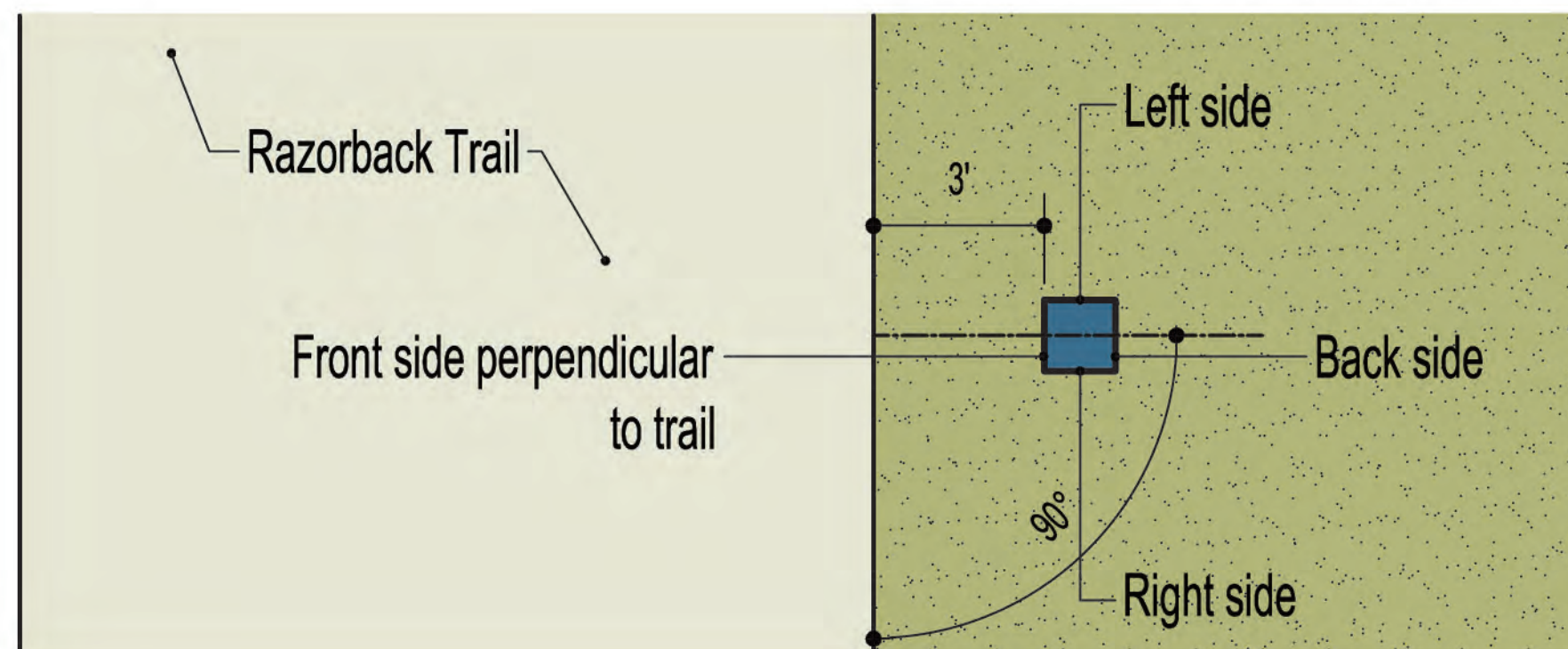
RAZORBACK GREENWAY SIGN SYSTEM

MILE MARKERS

TYPOGRAPHY

Vertical Text (City Name & Razorback Greenway)

- Font = Helvetica LT - Bold Condensed
- Align = Right
- Size = 2"
- Tracking = 100
- Color = Pantone 454 U



PLAN VIEW

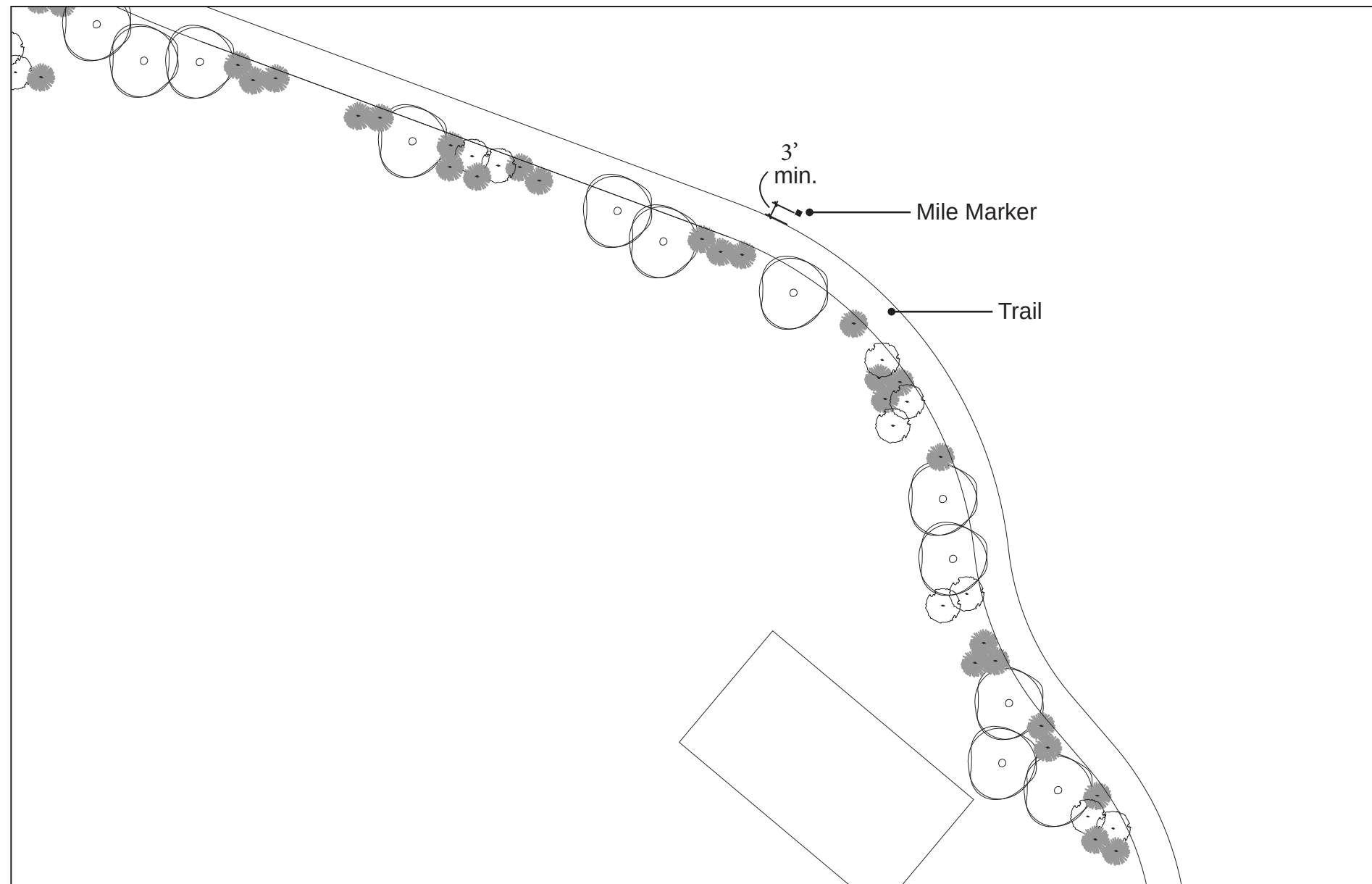
RAZORBACK GREENWAY SIGN SYSTEM

TYPICAL MILE MARKER PLACEMENT

Mile markers are to be set at 1/4 mile intervals to provide users with reference points for goal-oriented workouts and wayfinding.

The markers are to be placed on the right hand side of the trail when facing the direction that the distance is increasing.

Orientation of the marker is perpendicular to the trail.

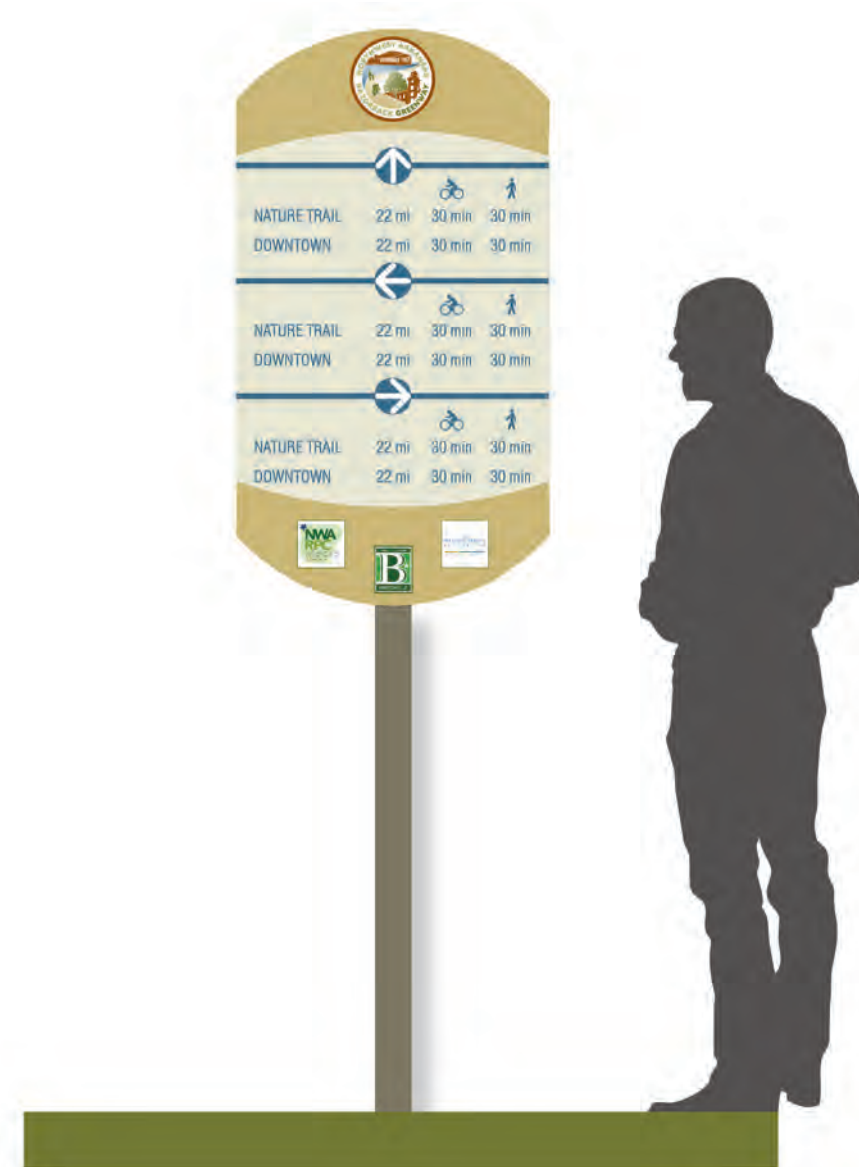




RAZORBACK GREENWAY SIGN SYSTEM

WALK/BIKE DISTANCE AND TIME

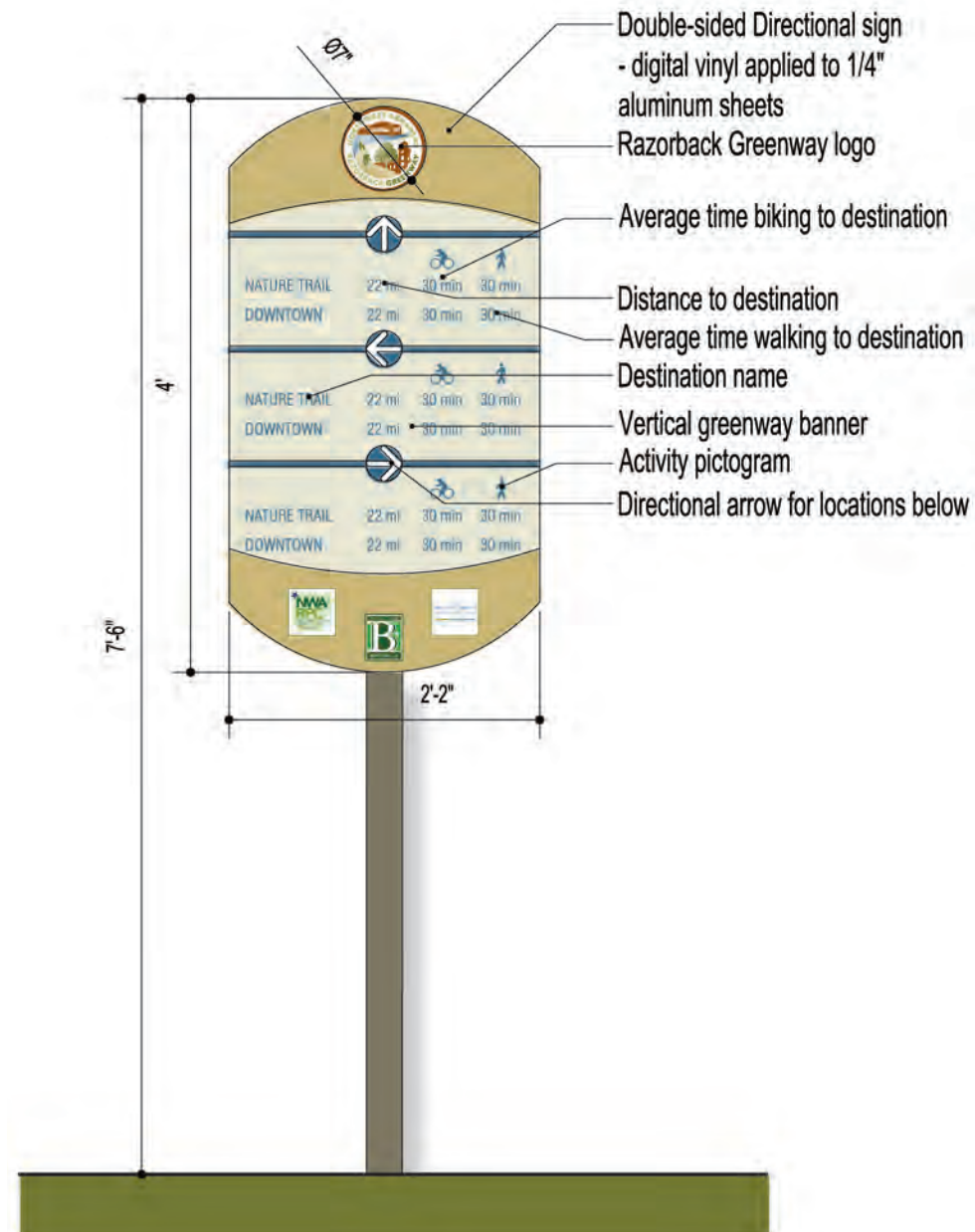
Providing walk and bike timing and distances helps trail users make decisions to leave the trail to attend to their needs or visit a key destination. This sign type, like the Directional Sign, help orient the user within the system. Walk and Bike timing also serves as an encouragement device to help non-users of the trail (as a transportation system) understand the ease of using the greenway as a transportation method.



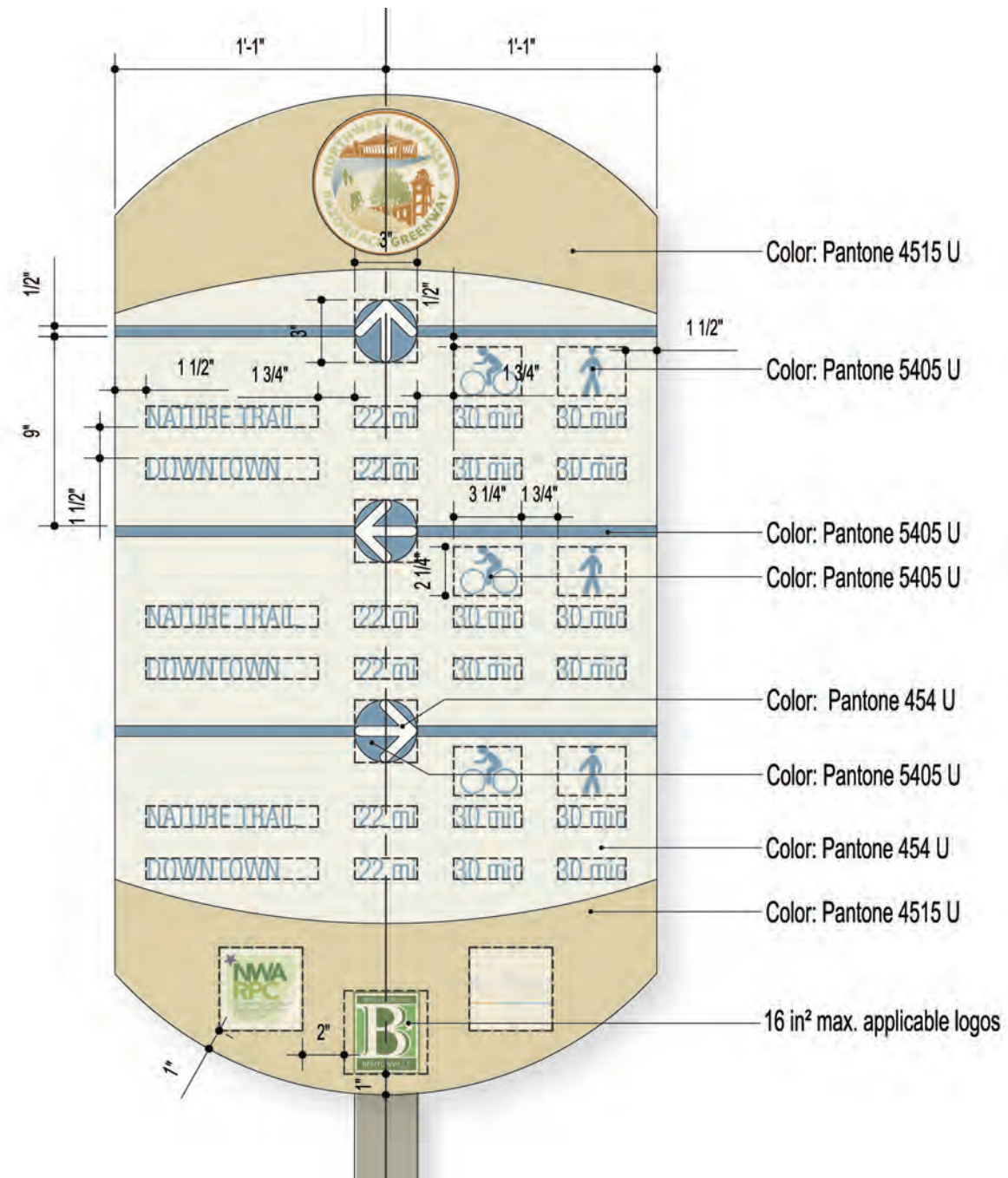
ELEVATION

RAZORBACK GREENWAY SIGN SYSTEM

WALK/BIKE DISTANCE AND TIME



OVERALL DIMENSIONS



GRAPHIC LAYOUT

TYPOGRAPHY

Destination Name Text

- Font = Helvetica LT - Light Condensed
- Align = Left
- Size = 1"
- Tracking = 10
- Color = Pantone 5405 U

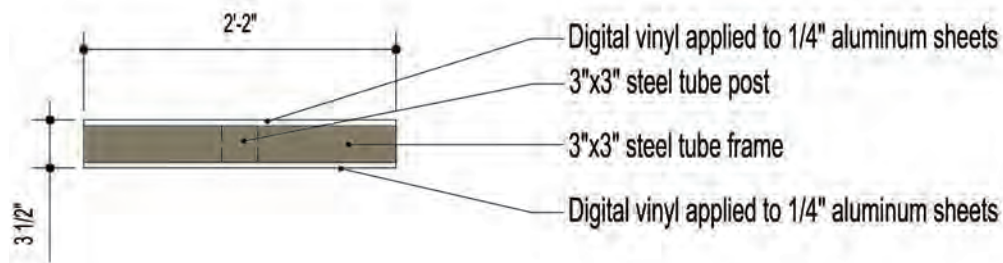
Destination Distances and Travel Times Text

- Font = Helvetica LT - Light Condensed
- Align = Center
- Size = 1"
- Tracking = 10
- Color = Pantone 5405 U

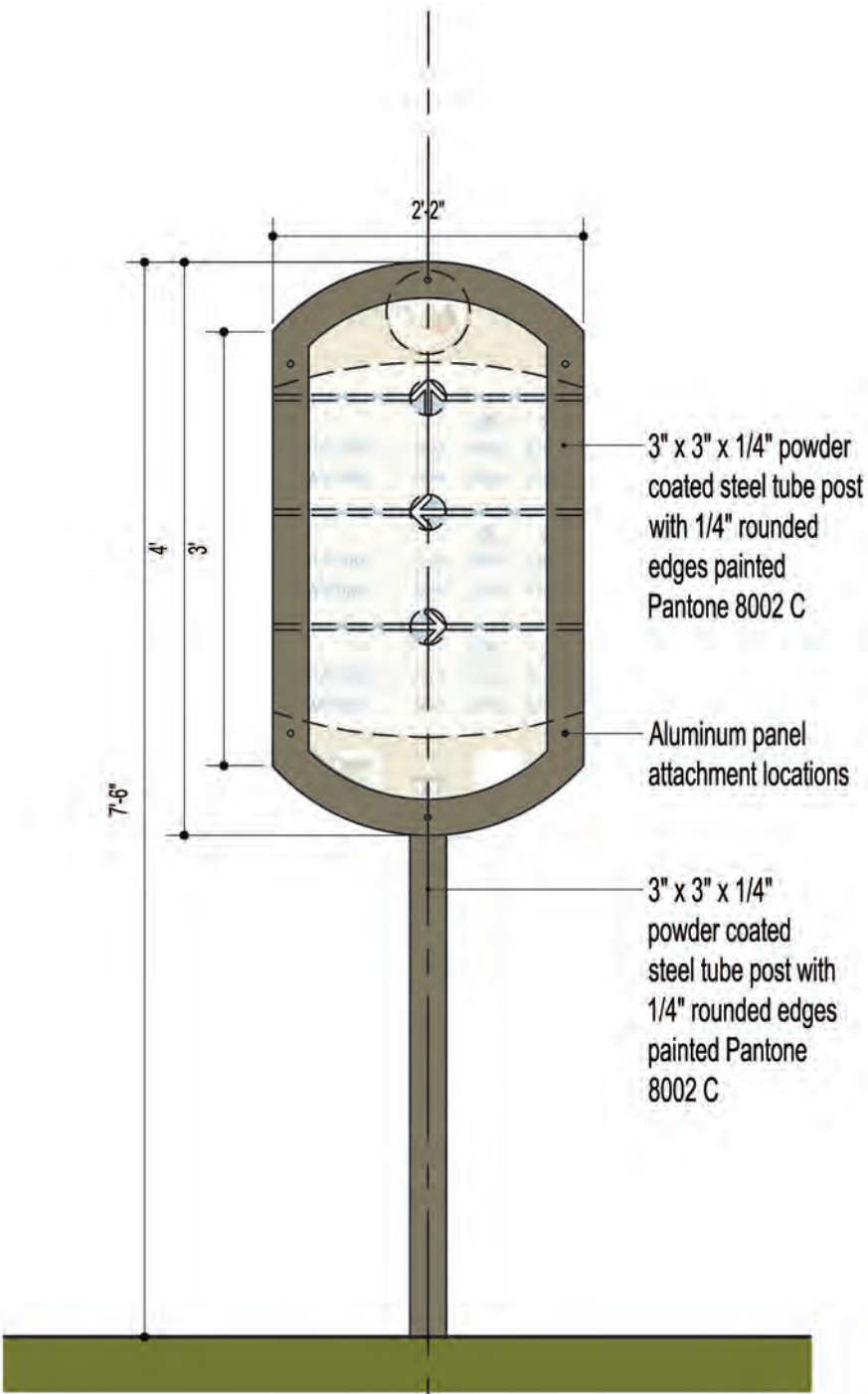


RAZORBACK GREENWAY SIGN SYSTEM

WALK/BIKE DISTANCE AND TIME



PLAN VIEW



FRAME

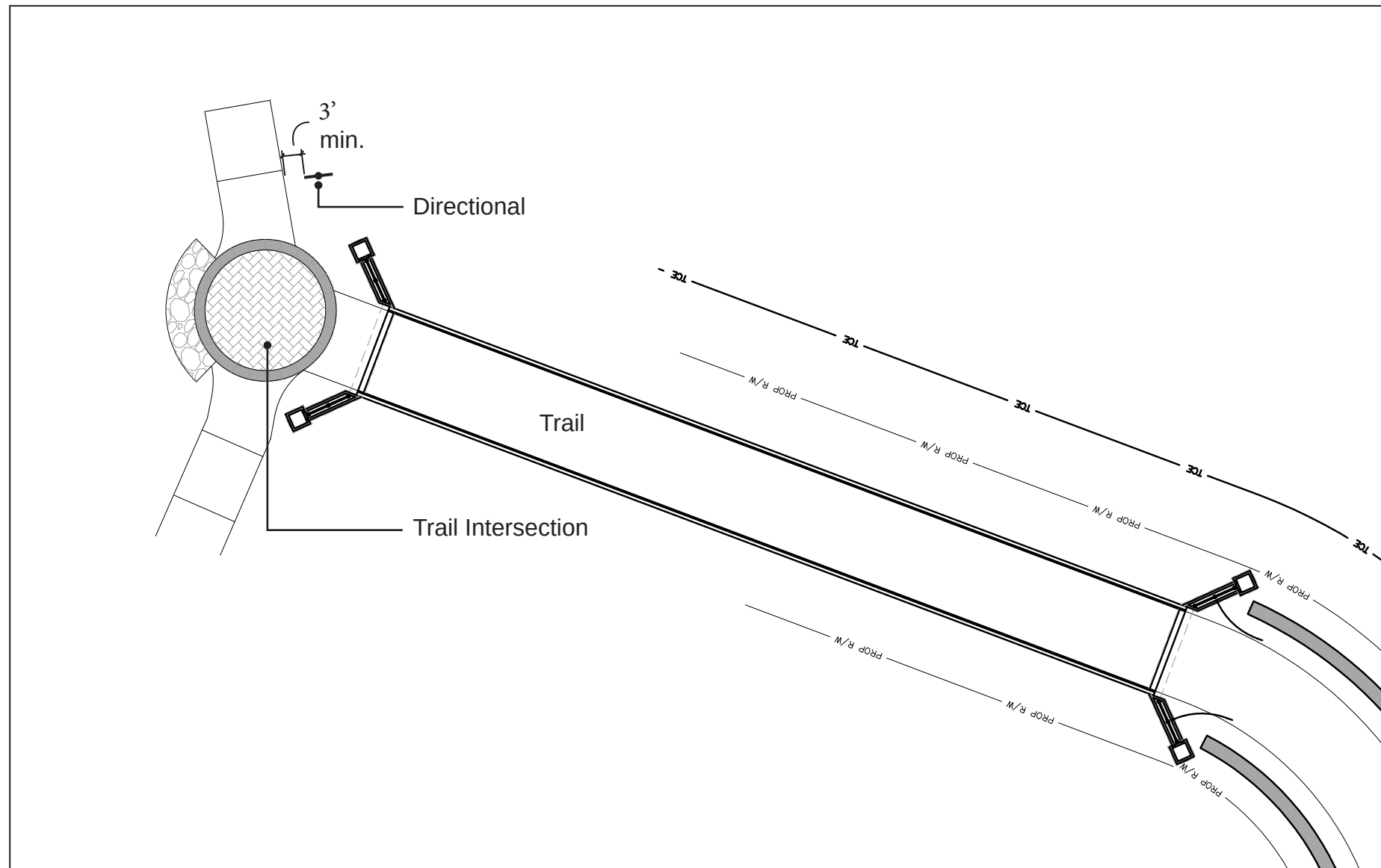
RAZORBACK GREENWAY SIGN SYSTEM

TYPICAL WALK/BIKE TIMING PLACEMENT

Typically these signs are placed at the intersections of trails and sidewalk facilities. The signs may also be placed where needed to assist visitors.

Orientation of the sign is to be perpendicular to the direction of travel or parallel to the intersecting trail.

Placement should be a minimum of 2-feet from the edge of the sign to the trail. The location should be determined by the site conditions and information that is being conveyed.



RAZORBACK GREENWAY SIGN SYSTEM

CONFIDENCE MARKERS

Confidence Markers are an integral component of any greenway system that crosses roads, intersects with sidewalks, and has poor sightlines to the trail alignment. Placement builds “confidence” that the user is on the correct path and has not strayed from the Razorback Greenway alignment.

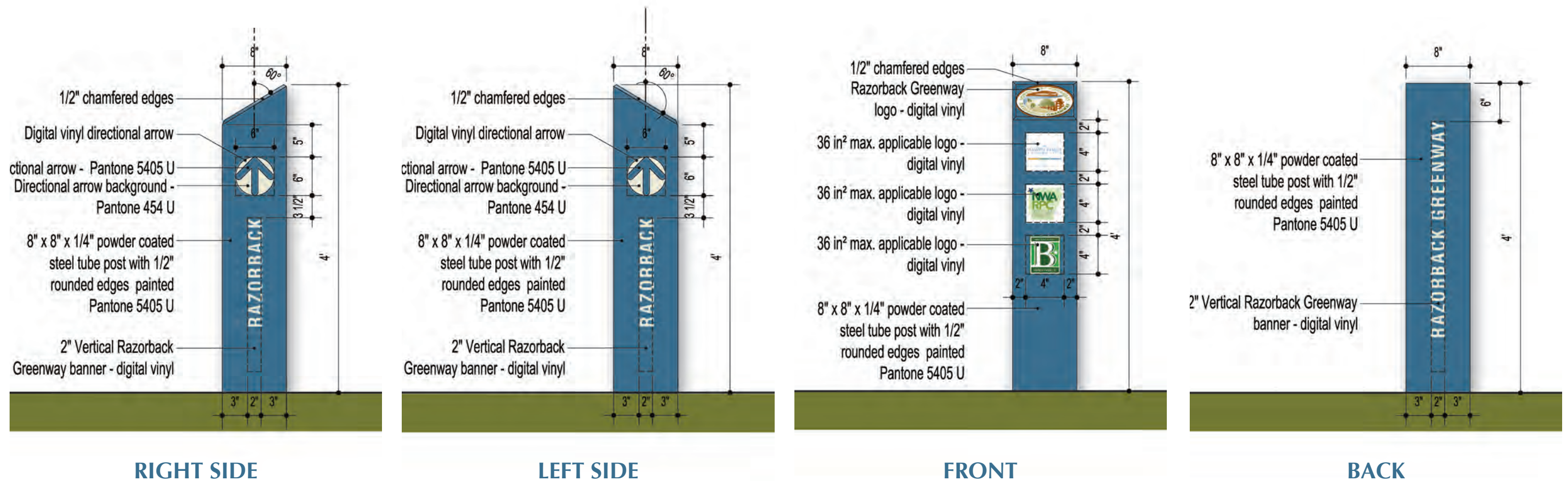


ELEVATIONS



RAZORBACK GREENWAY SIGN SYSTEM

CONFIDENCE MARKER



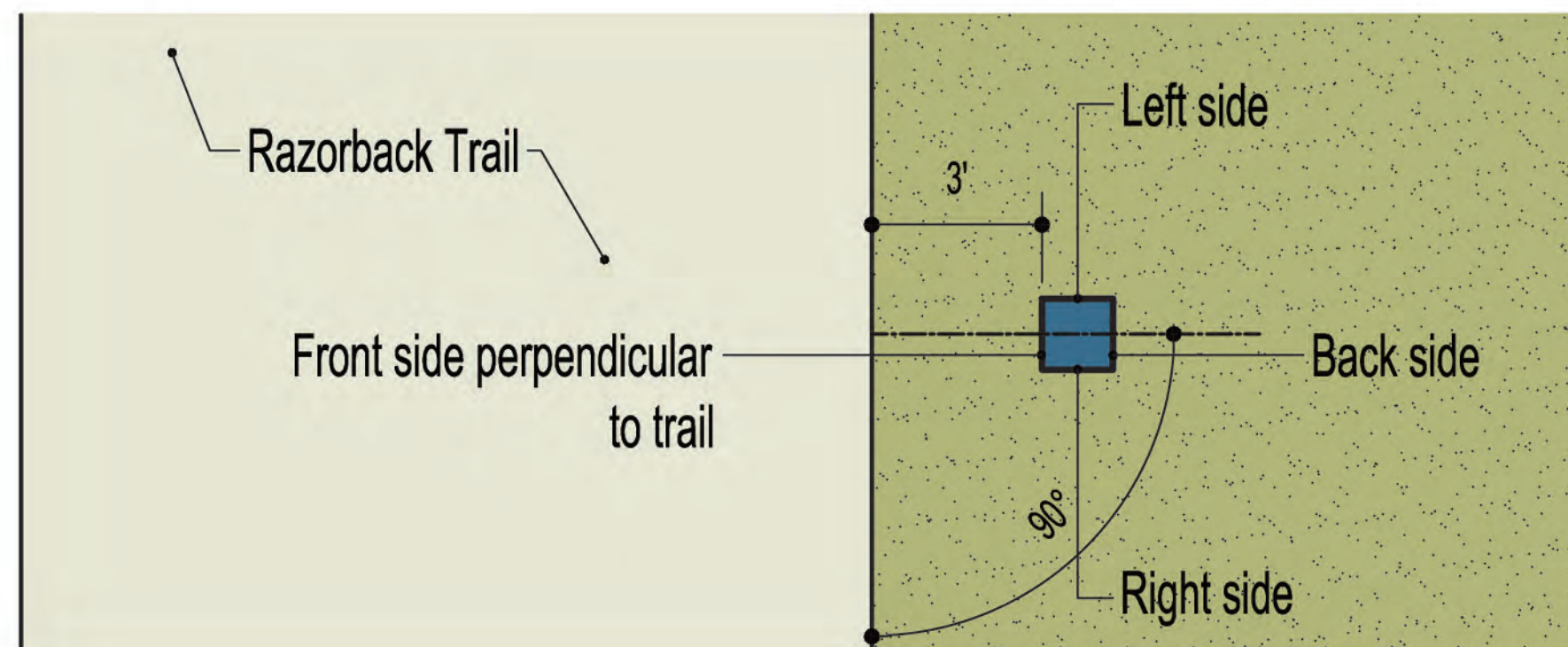
OVERALL DIMENSIONS AND GRAPHIC LAYOUT

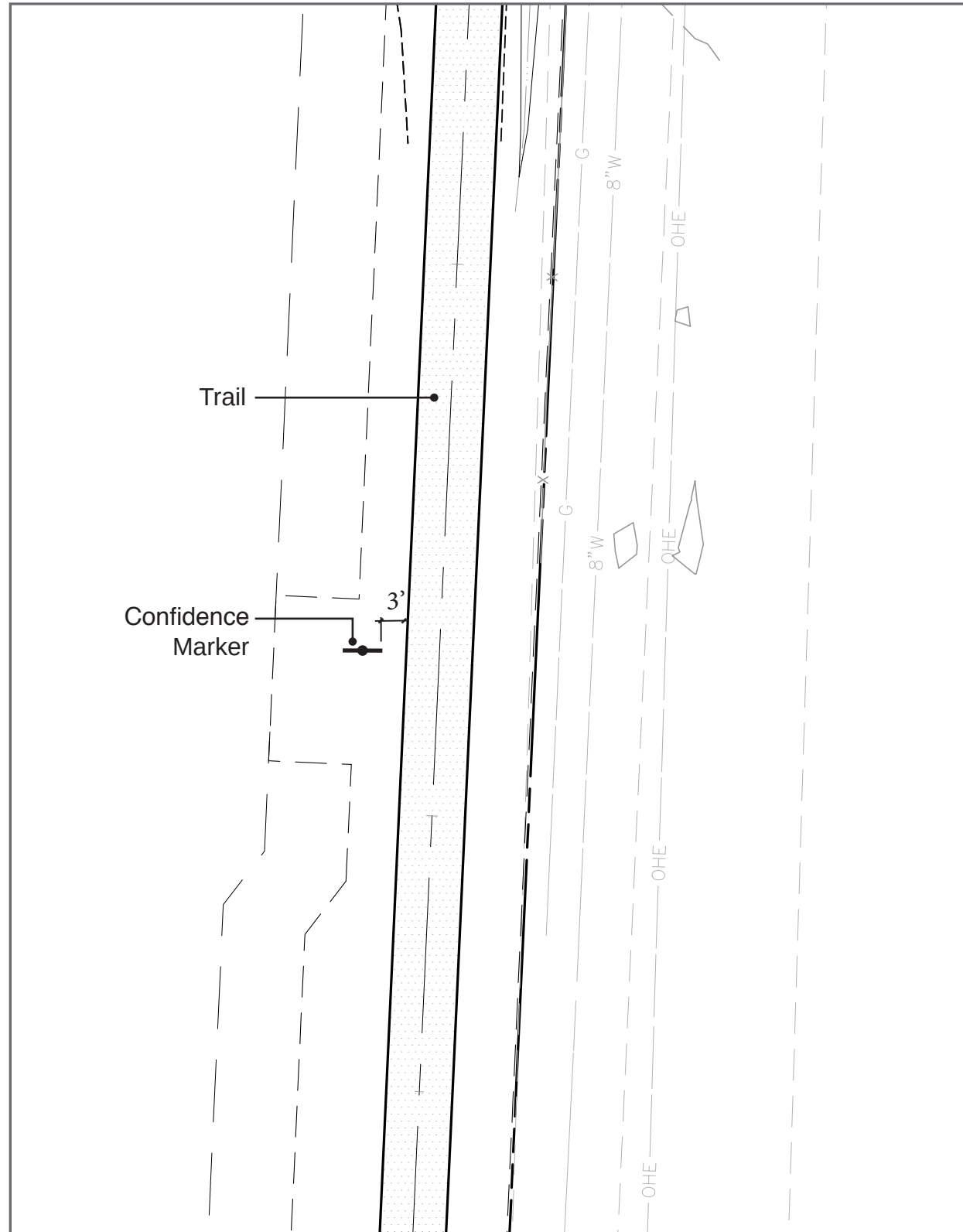
RAZORBACK GREENWAY SIGN SYSTEM

TYPOGRAPHY

Vertical Text (City Name & Razorback Greenway)

- Font = Helvetica LT - Bold Condensed
- Align = Right
- Size = 2"
- Tracking = 100
- Color = Pantone 454 U





RAZORBACK GREENWAY SIGN SYSTEM

TYPICAL CONFIDENCE MARKER PLACEMENT

Trail markers specifically designed to aid navigation in circumstances where the trail may intersect with public streets and reconnects at a distant point.

Orientation of the sign is to be perpendicular to the direction of travel.

RAZORBACK GREENWAY SIGN SYSTEM

INTERPRETIVE DISPLAY

Interpretive Displays contribute to the mission of the greenway as an enhancement of the cultural resources of Northwest Arkansas. Each display will be placed at significant vegetation, topographical, habitat, historical, and other significant landmarks along the trail. Co-branding will be placed in a central location to highlight the community location for the cultural resource.

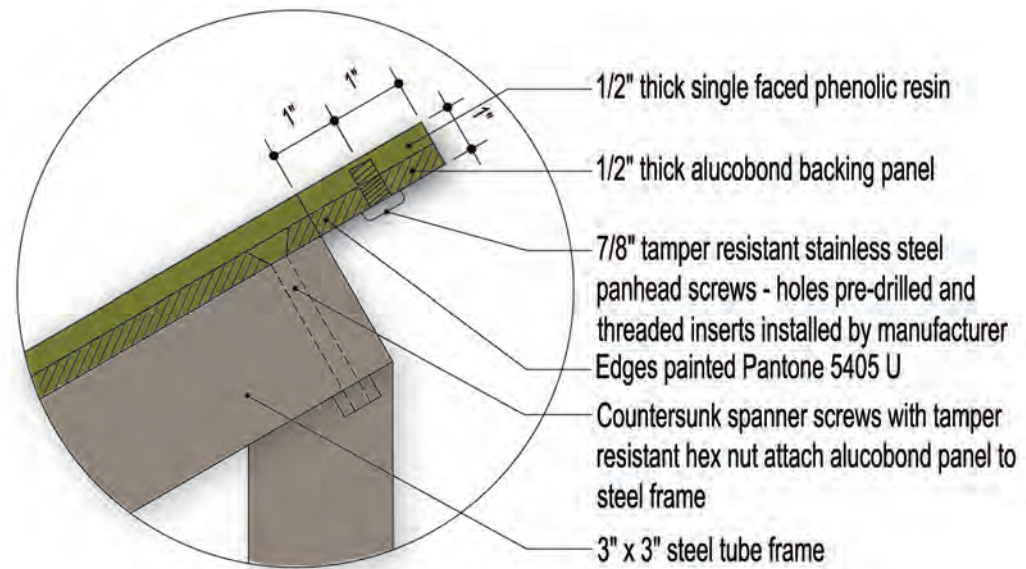


INTERPRETIVE PANEL

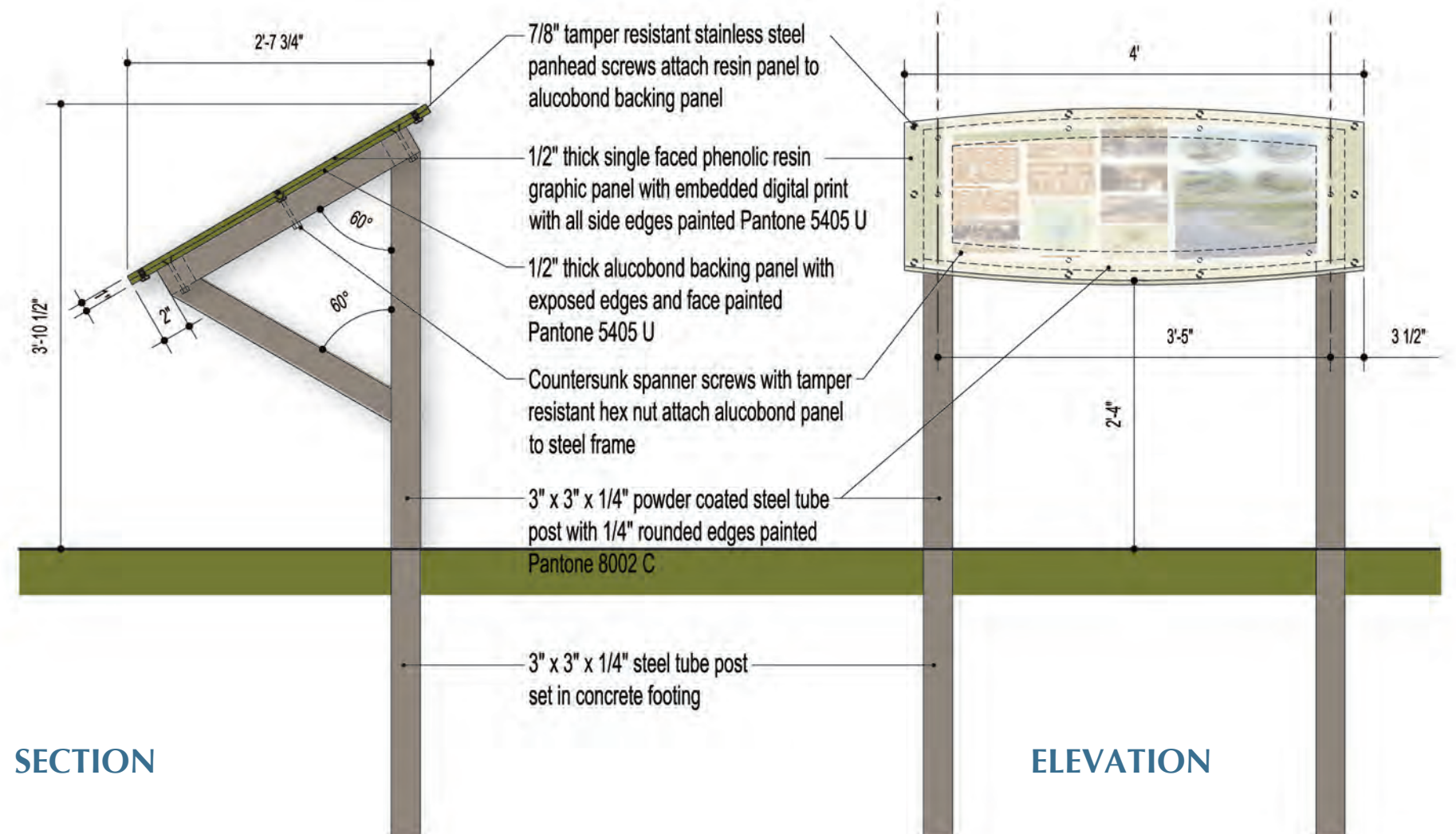


RAZORBACK GREENWAY SIGN SYSTEM

INTERPRETIVE DISPLAY

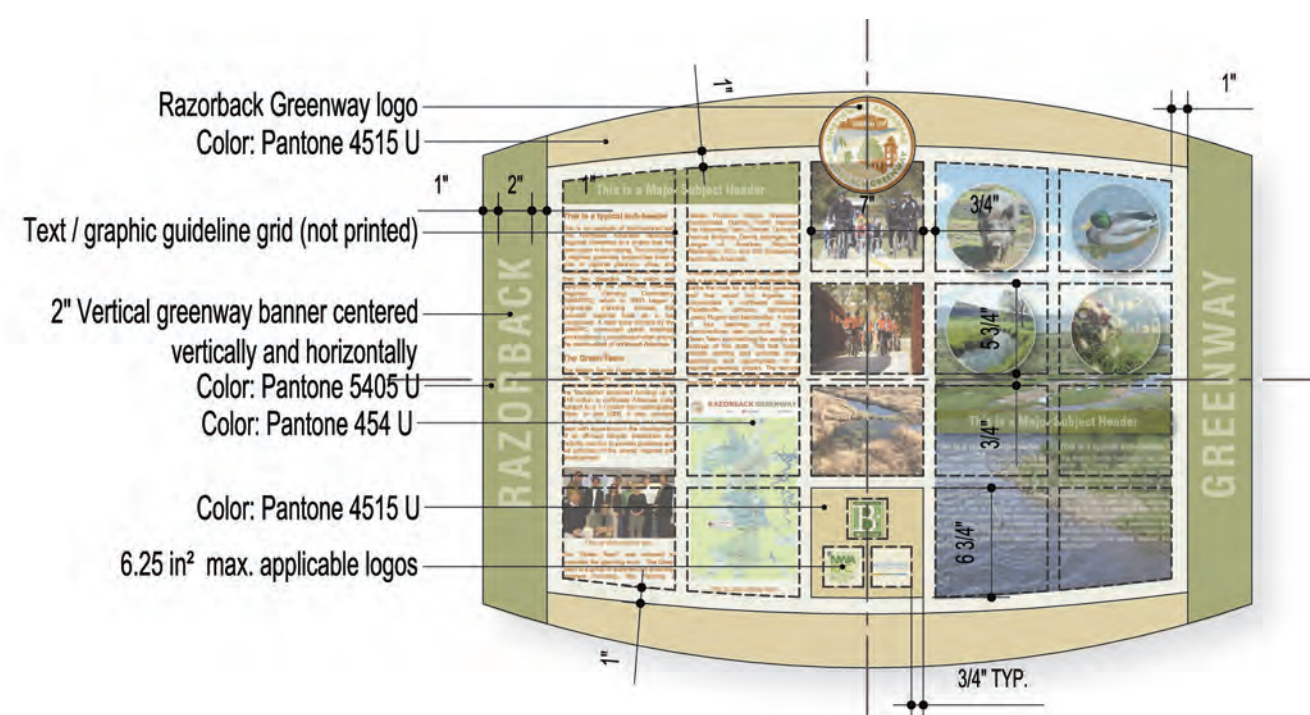


PANEL MOUNT



RAZORBACK GREENWAY SIGN SYSTEM

INTERPRETIVE DISPLAY



GRAPHIC LAYOUT

TYPOGRAPHY

Vertical "RAZORBACK GREENWAY" banner

- Font = Helvetica LT - Bold Condensed
- Align = Center
- Size = 2"
- Tracking = 100
- Color = Pantone 454 U

Major Subject Header Text

- Font = Helvetica LT - Bold Condensed
- Align = Center
- Size = 1"
- Color = Pantone 7517 U

Sub-Header Text

- Font = Helvetica LT - Bold Condensed
- Align = Left
- Size = 3/4"
- Color = Pantone 7517 U

Informational / Body Text

- Font = Helvetica LT - Light
- Align = Fully justified
- Size = 5/8"
- Color = Pantone 7517 U

RAZORBACK GREENWAY SIGN SYSTEM

TYPICAL INTERPRETIVE DISPLAY PLACEMENT

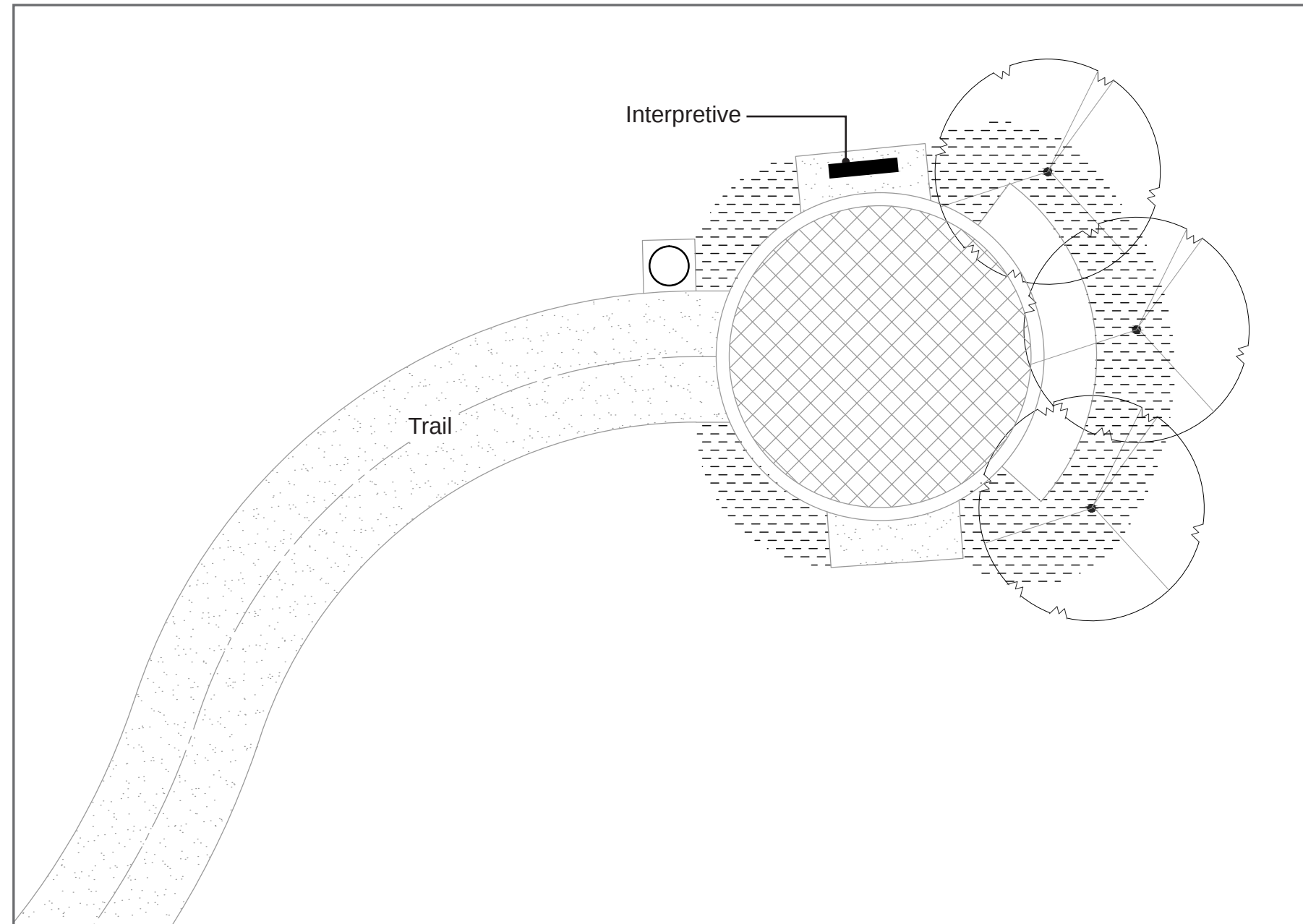
Interpretive signs are to provide educational information to visitors.

The placement of the sign is dependent upon the site and information that is to be portrayed.

Orientation of the sign whenever possible should be parallel to the view of the subject.

It is also recommended that the sign be placed out of the main path of circulation.

Do not place landscape at the base of this sign.



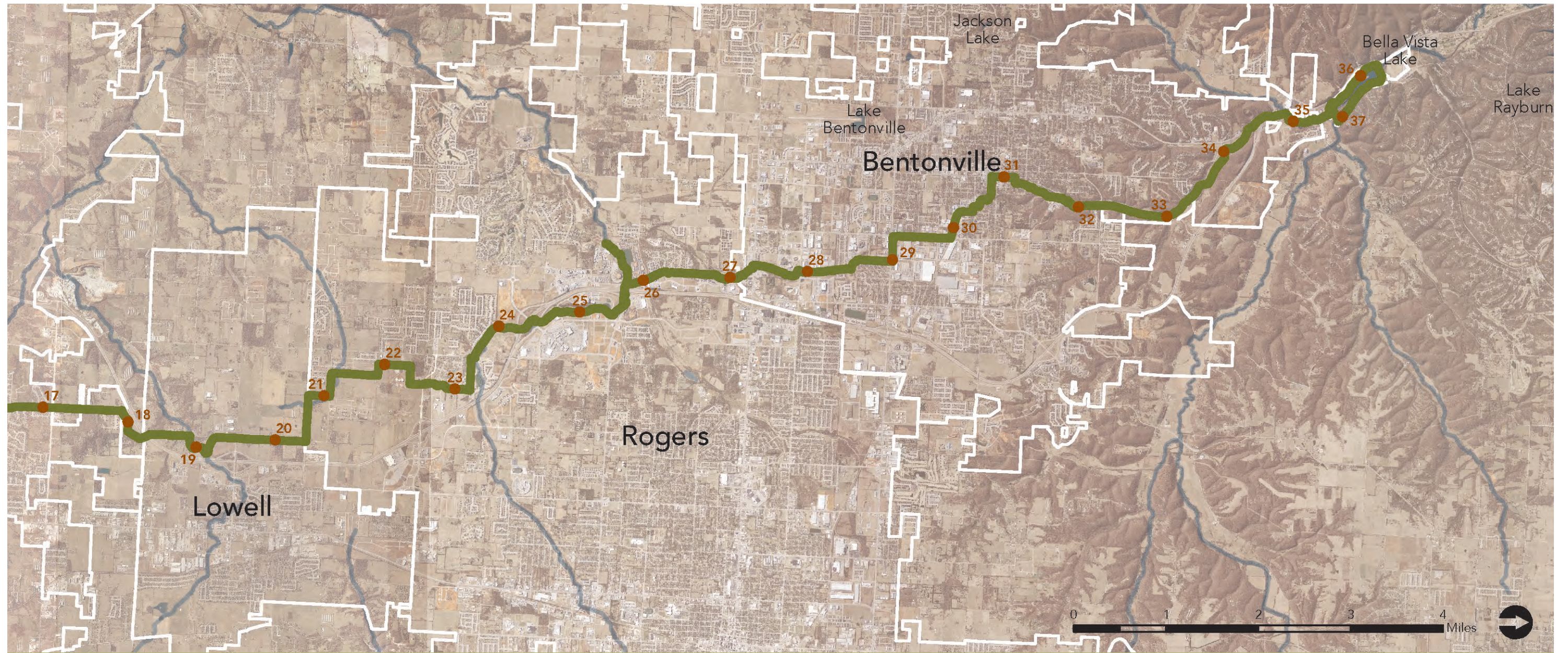
SYSTEM-WIDE SIGN LOCATION MASTER PLAN

OVERVIEW

The Razorback Regional Greenway will have a complete package of branded signs throughout all communities from Walker Park in Fayetteville to Bella Vista in Bentonville. Each quarter mile will be marked for fitness tracking and to aid in navigation, safety, and meeting locations. The map below shows the entire Razorback Greenway.



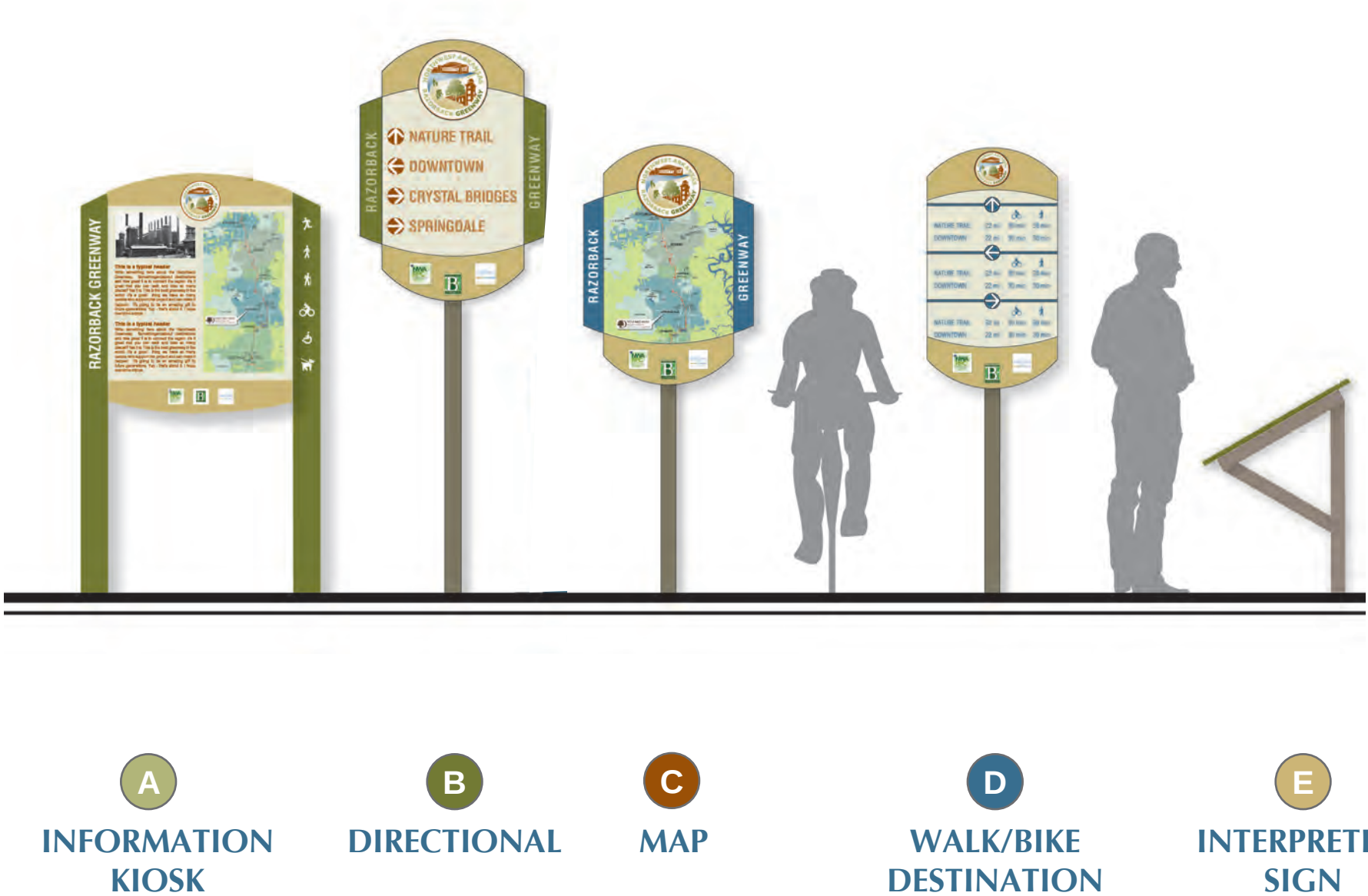
SYSTEM-WIDE SIGN LOCATION MASTER PLAN

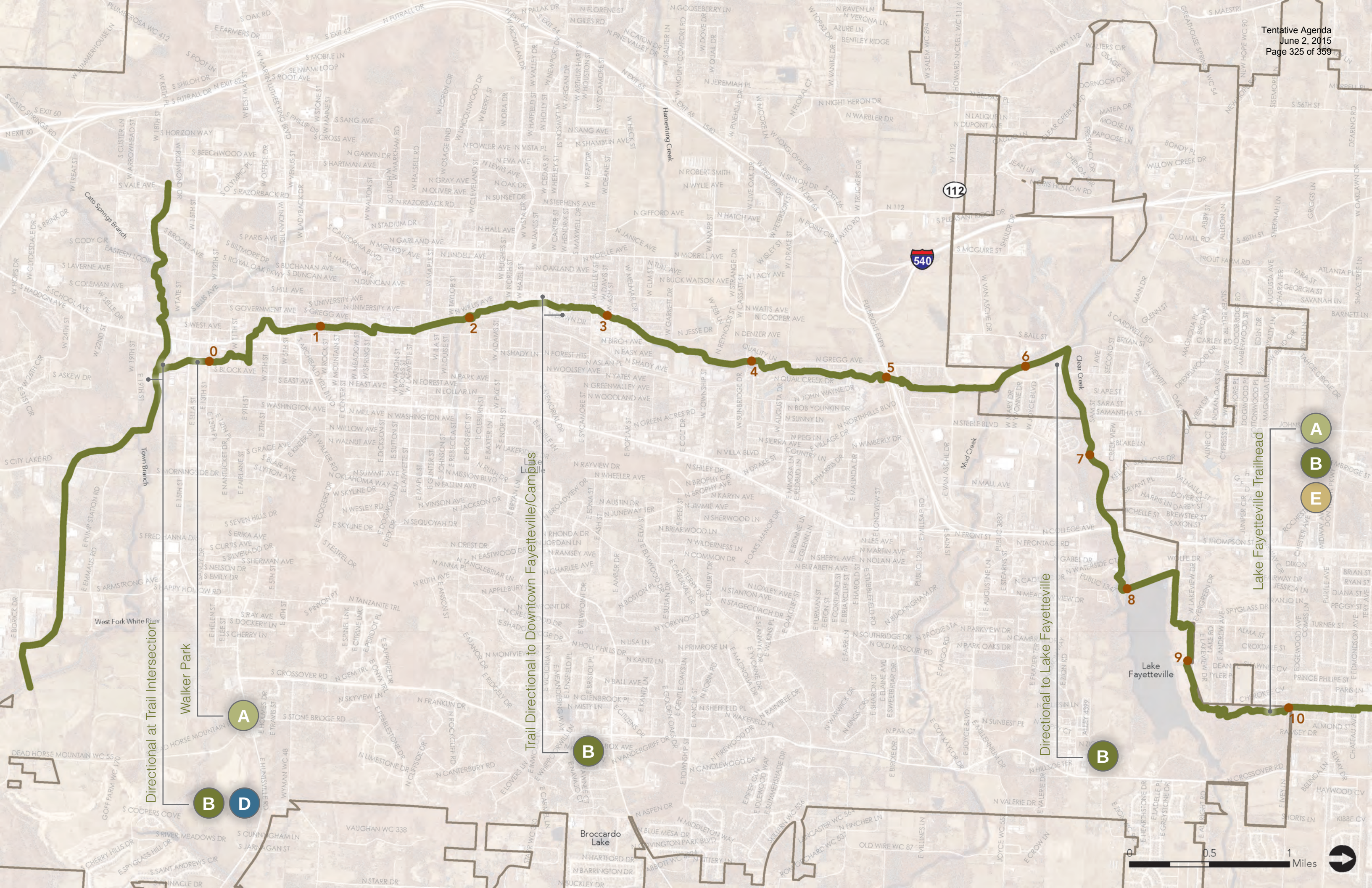


SYSTEM-WIDE SIGN LOCATION MASTER PLAN: FAYETTEVILLE

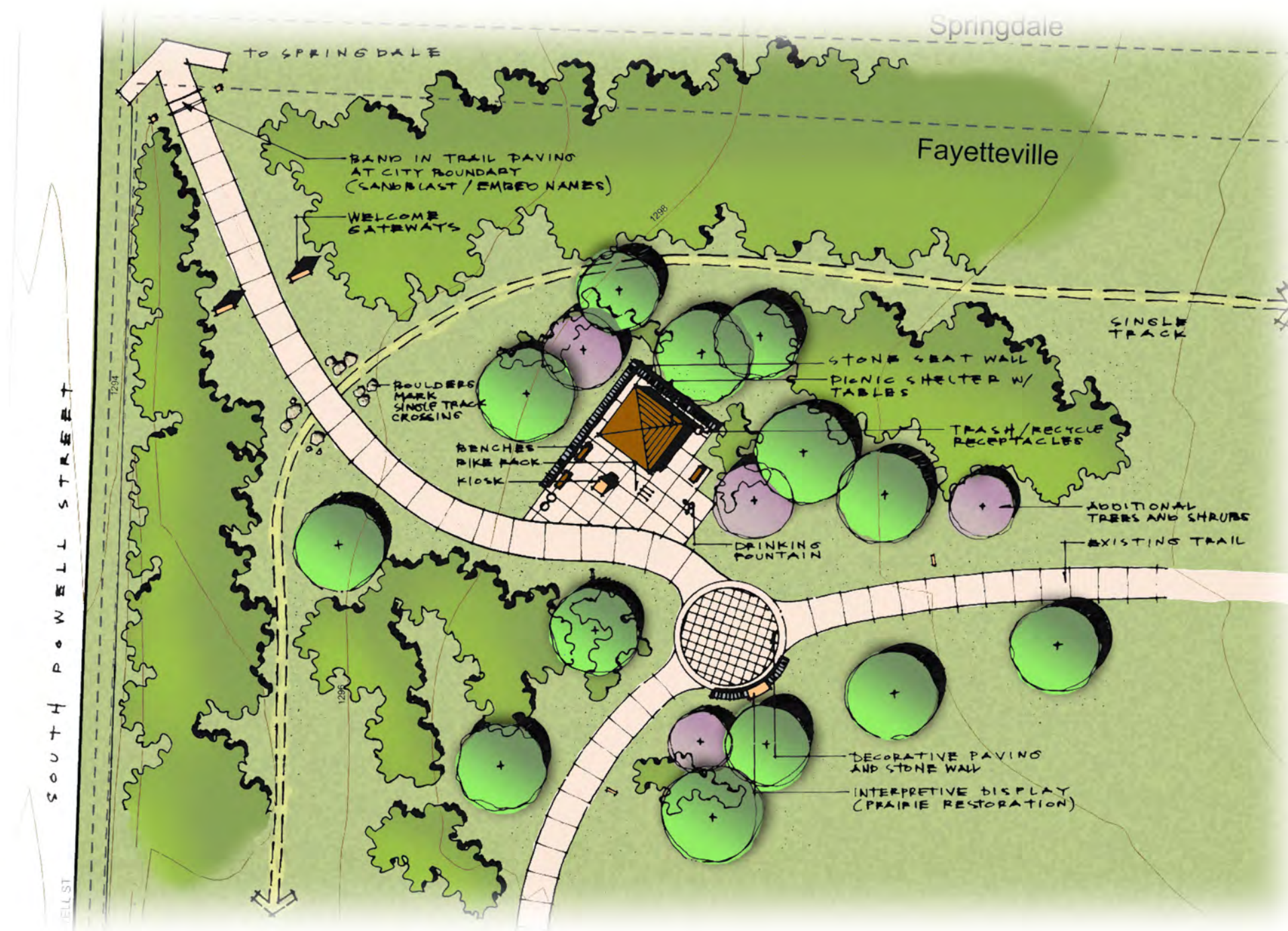
OVERVIEW

In addition to the sign typologies indicated on the map to the right, mile markers will be placed every quarter mile along the trail. As new sections of adjoining trails are constructed, additional signage may be required for clarity and navigation. Development of new commercial centers, unveiled historic landmarks, schools, and culturally significant sites should be monitored and deemed appropriate for addition to the greenway system signage installation.





SYSTEM-WIDE SIGN LOCATION MASTER PLAN: FAYETTEVILLE



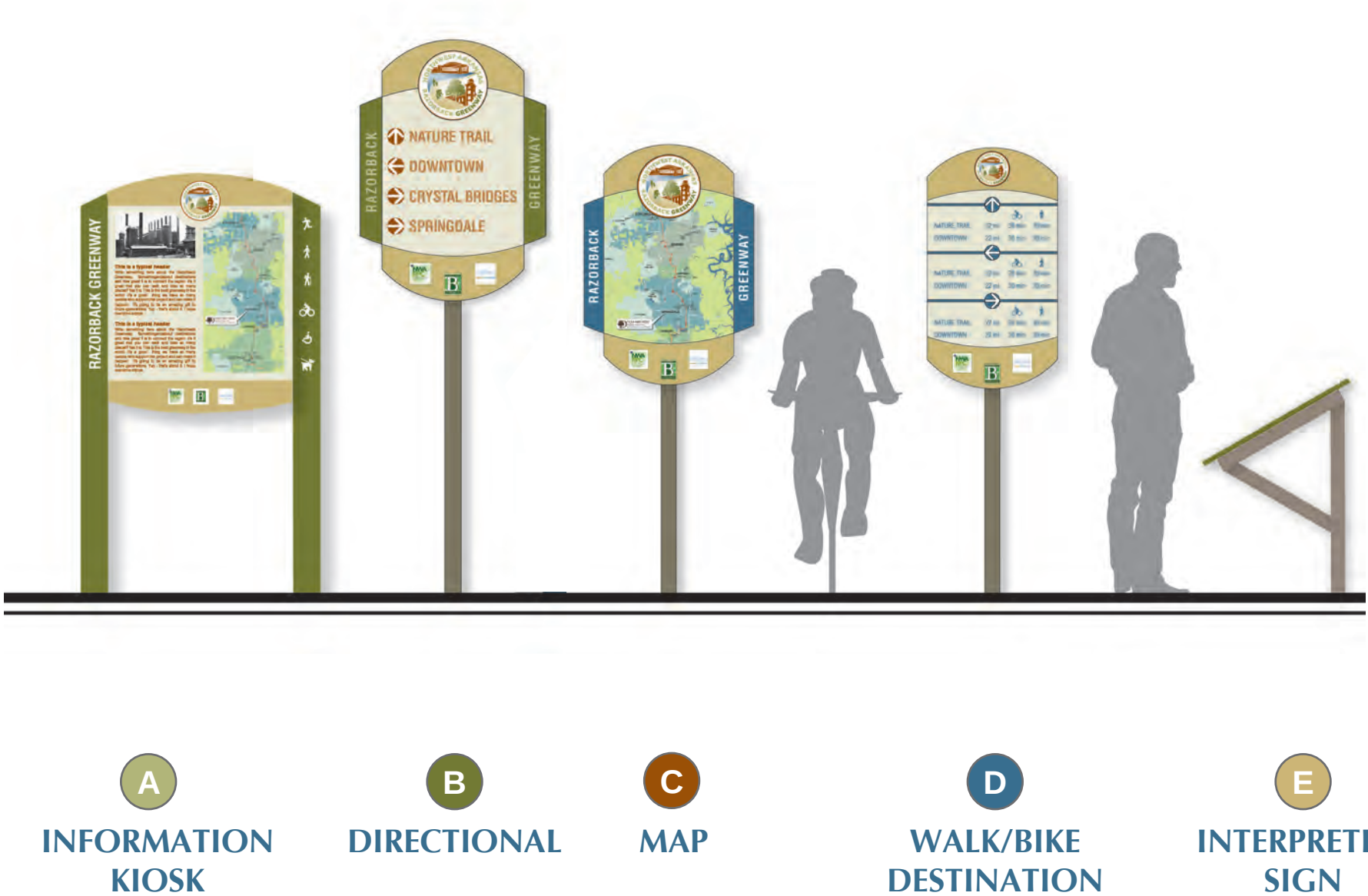
SYSTEM-WIDE SIGN LOCATION MASTER PLAN: FAYETTEVILLE

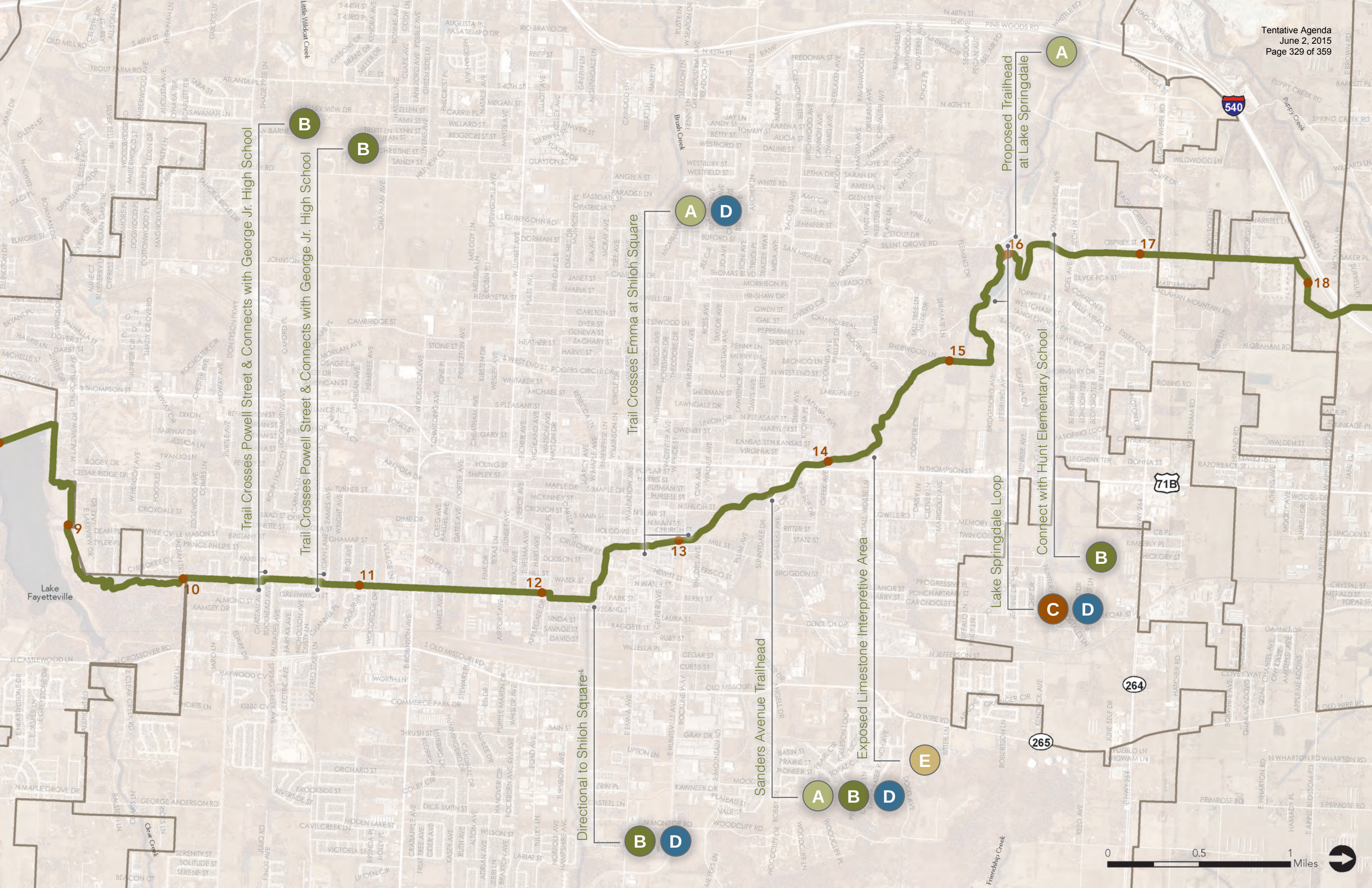
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SYSTEM-WIDE SIGN LOCATION MASTER PLAN: SPRINGDALE

OVERVIEW

In addition to the sign typologies indicated on the map to the right, mile markers will be placed every quarter mile along the trail. As new sections of adjoining trails are constructed, additional signage may be required for clarity and navigation. Development of new commercial centers, unveiled historic landmarks, schools, and culturally significant sites should be monitored and deemed appropriate for addition to the greenway system signage installation.

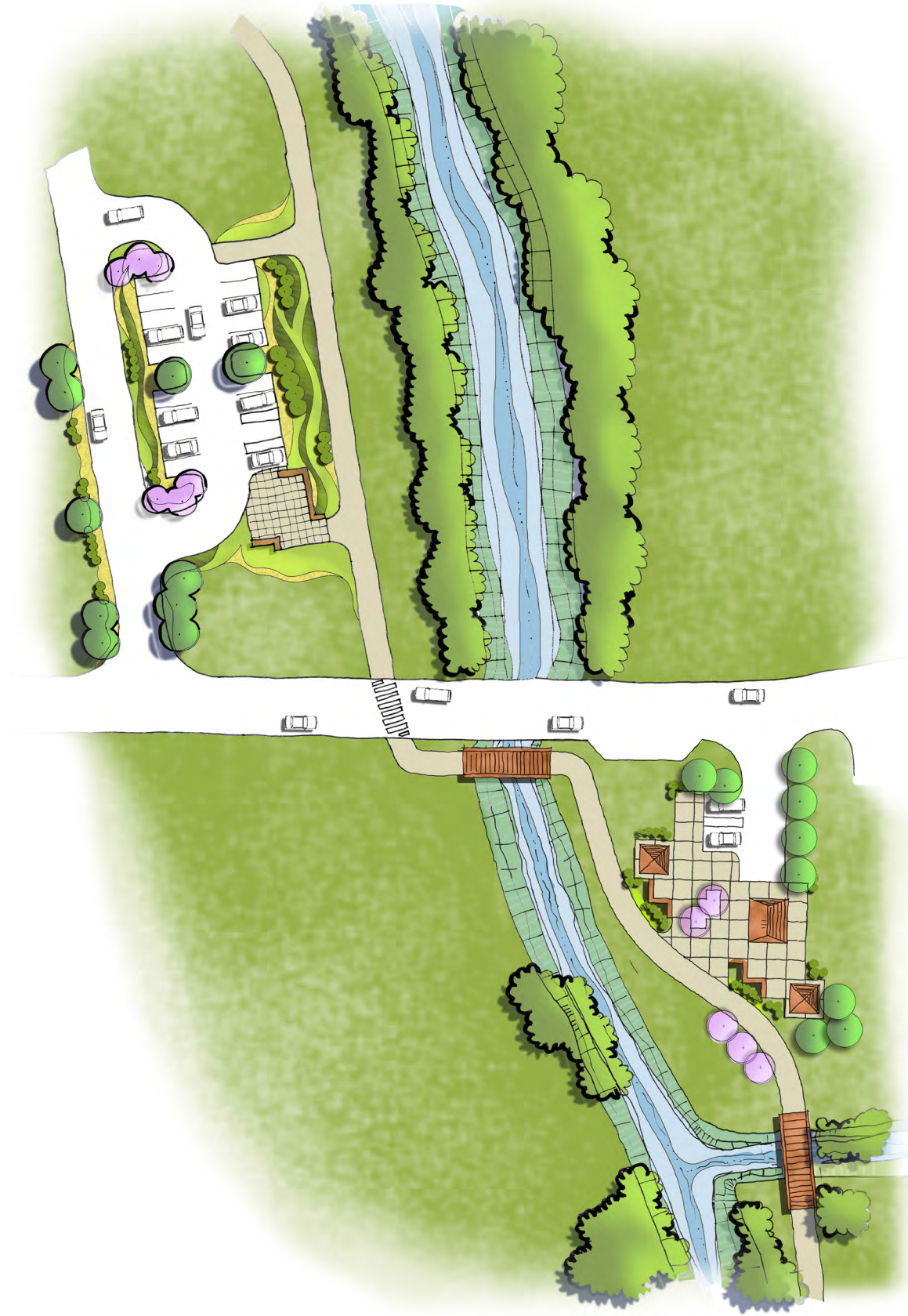




SYSTEM-WIDE SIGN LOCATION MASTER PLAN: SPRINGDALE



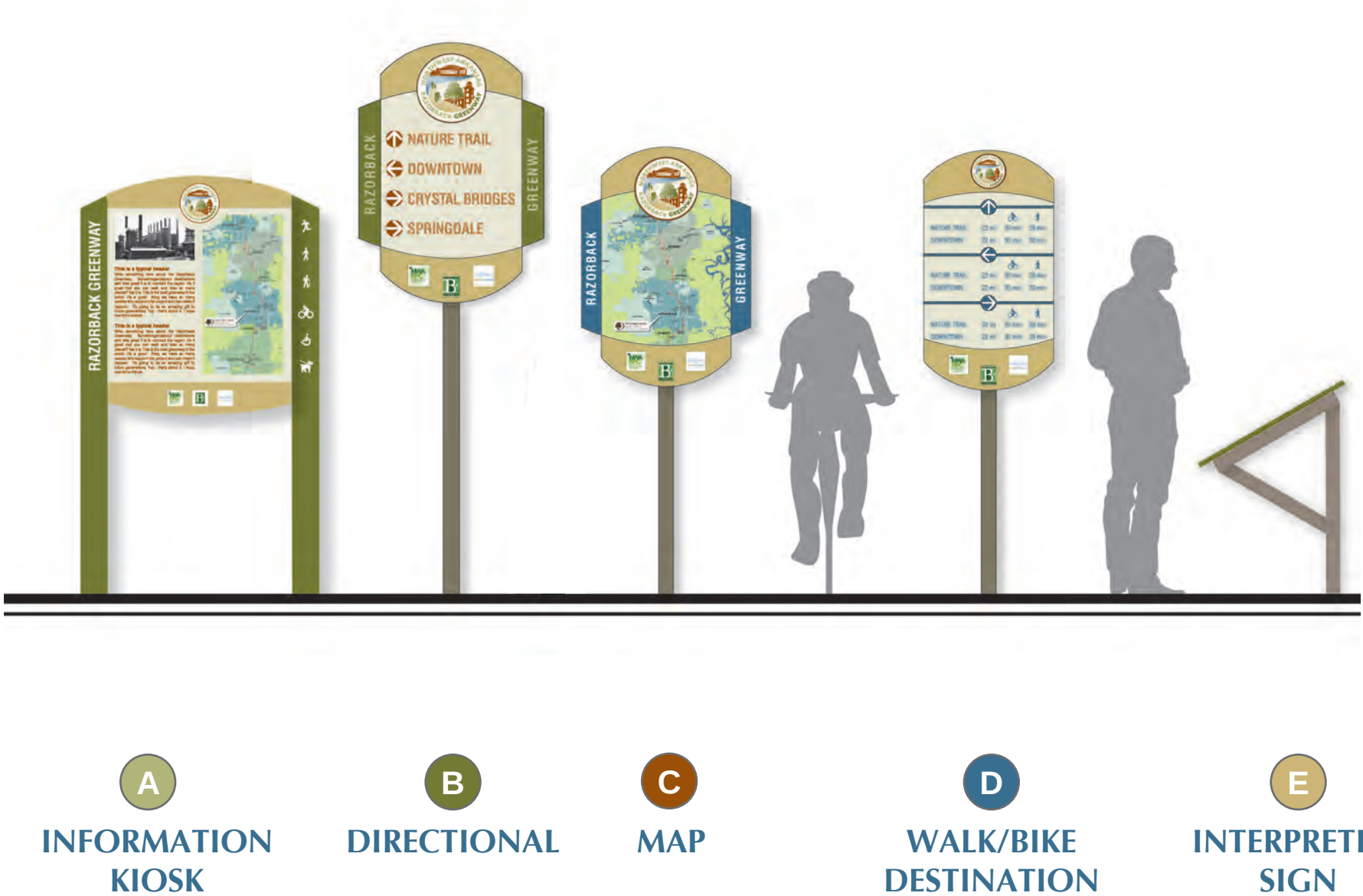
SYSTEM-WIDE SIGN LOCATION MASTER PLAN: SPRINGDALE

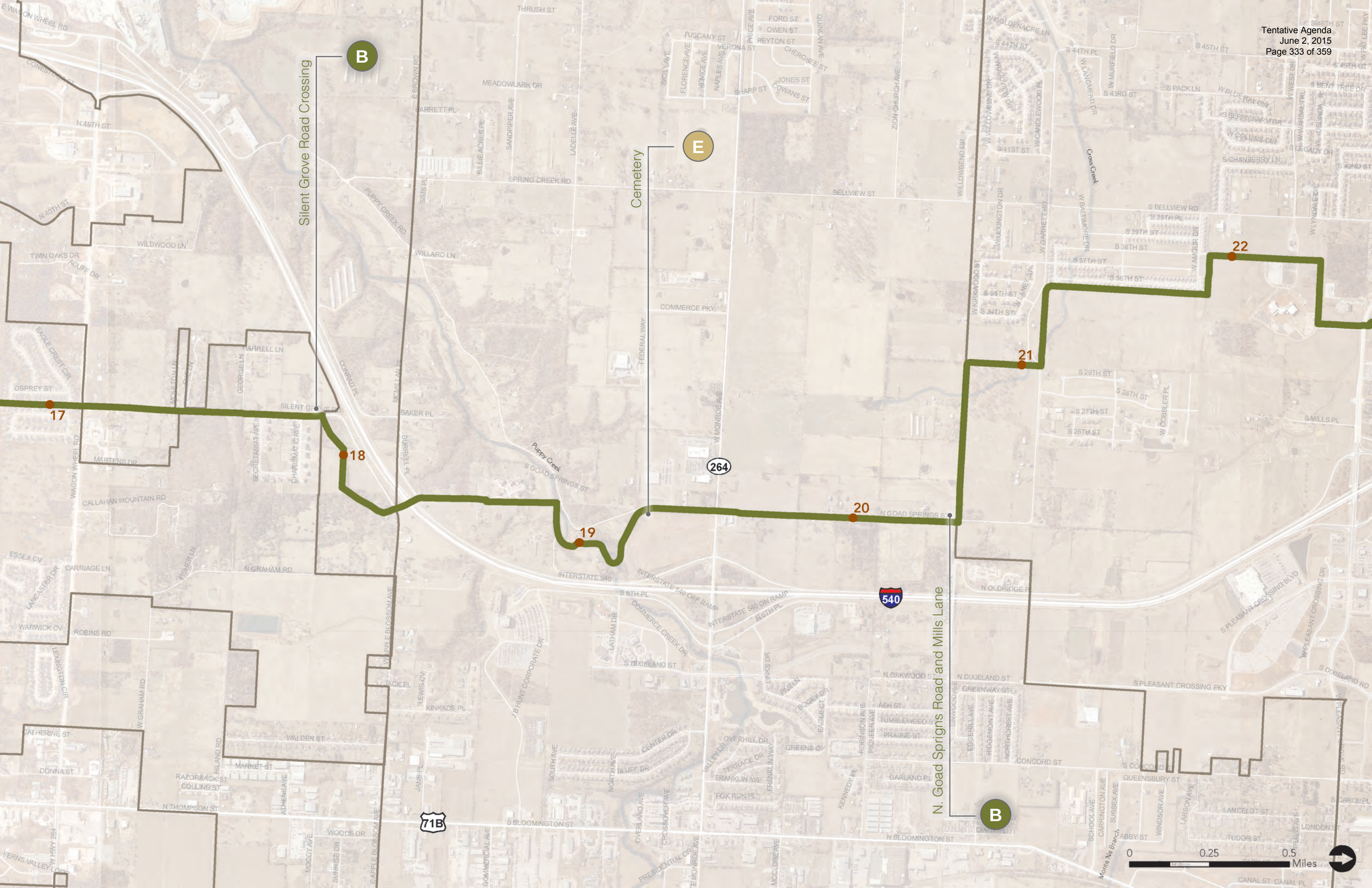


SYSTEM-WIDE SIGN LOCATION MASTER PLAN: LOWELL

OVERVIEW

In addition to the sign typologies indicated on the map to the right, mile markers will be placed every quarter mile along the trail. As new sections of adjoining trails are constructed, additional signage may be required for clarity and navigation. Development of new commercial centers, unveiled historic landmarks, schools, and culturally significant sites should be monitored and deemed appropriate for addition to the greenway system signage installation.





SYSTEM-WIDE SIGN LOCATION MASTER PLAN: LOWELL



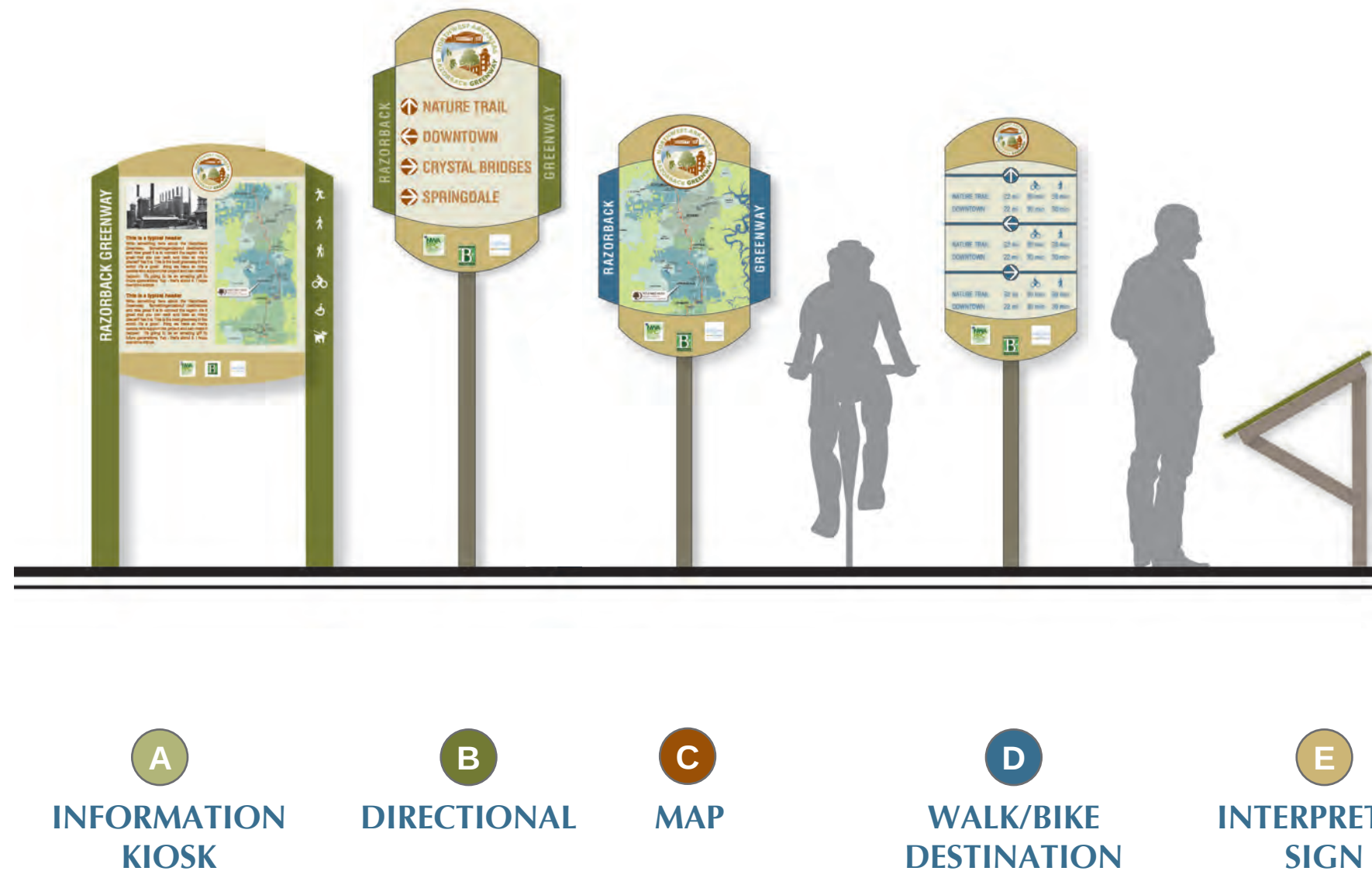
SYSTEM-WIDE SIGN LOCATION MASTER PLAN: LOWELL

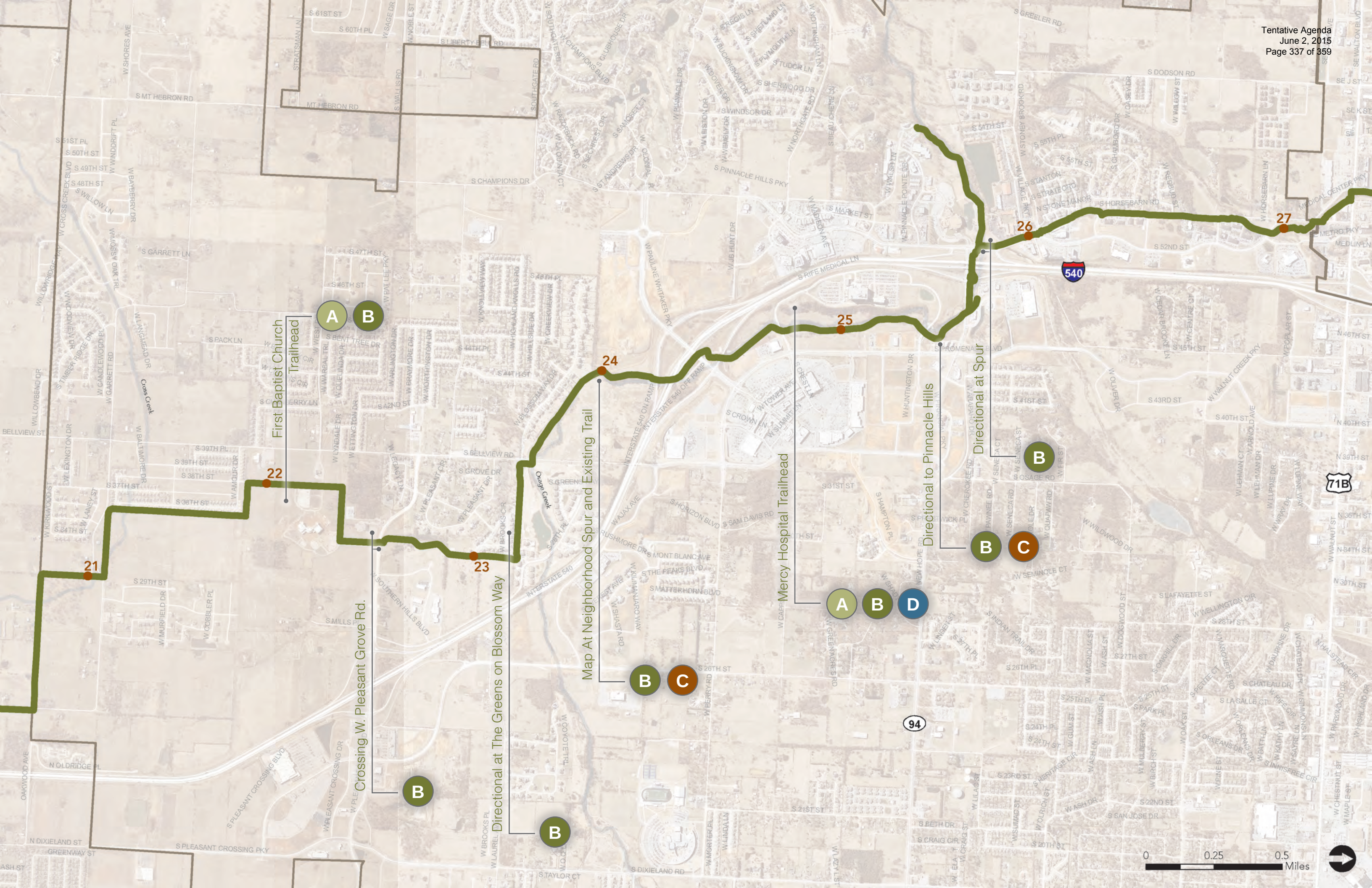
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SYSTEM-WIDE SIGN LOCATION MASTER PLAN: ROGERS

OVERVIEW

In addition to the sign typologies indicated on the map to the right, mile markers will be placed every quarter mile along the trail. As new sections of adjoining trails are constructed, additional signage may be required for clarity and navigation. Development of new commercial centers, unveiled historic landmarks, schools, and culturally significant sites should be monitored and deemed appropriate for addition to the greenway system signage installation.

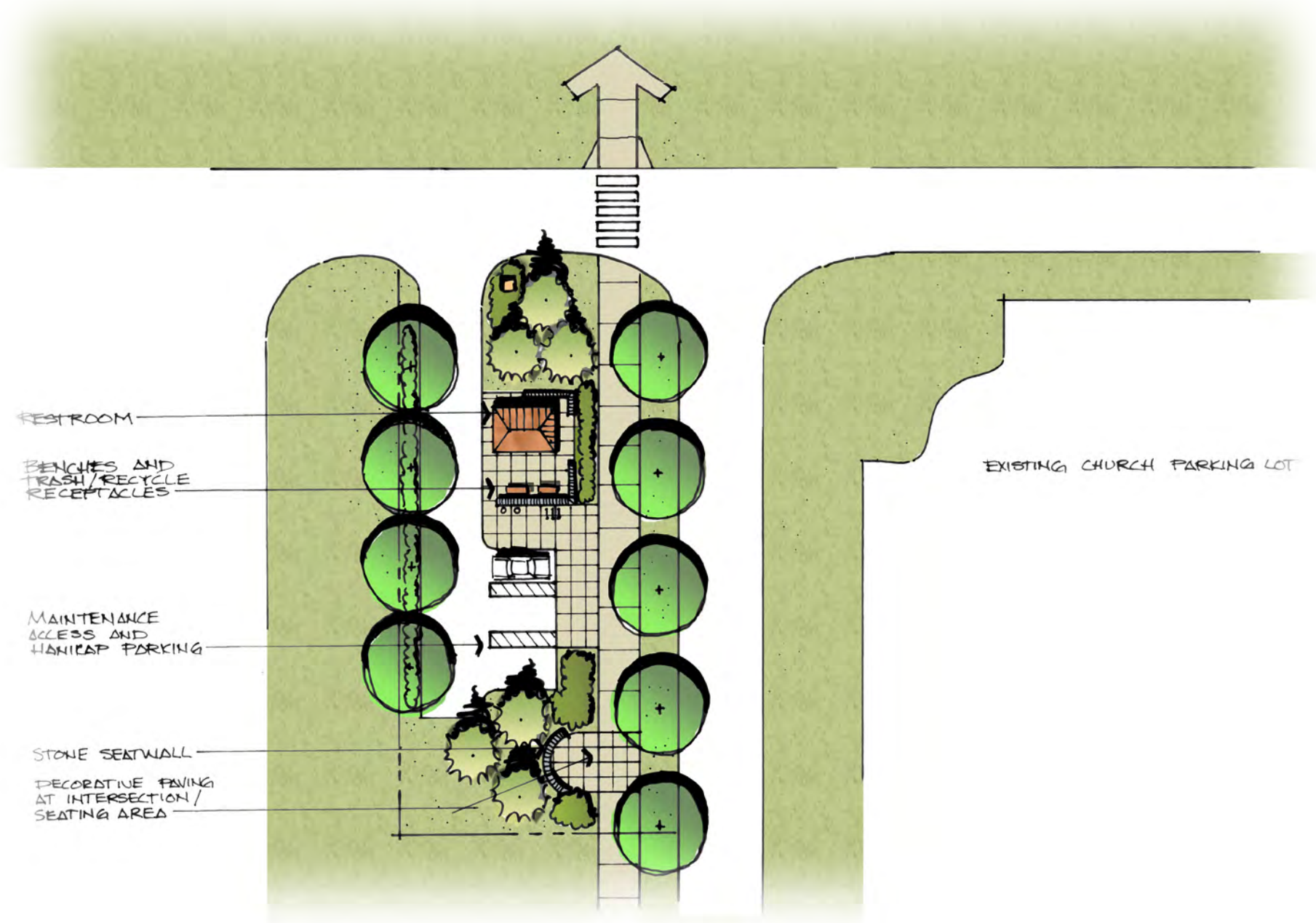




SYSTEM-WIDE SIGN LOCATION MASTER PLAN: ROGERS



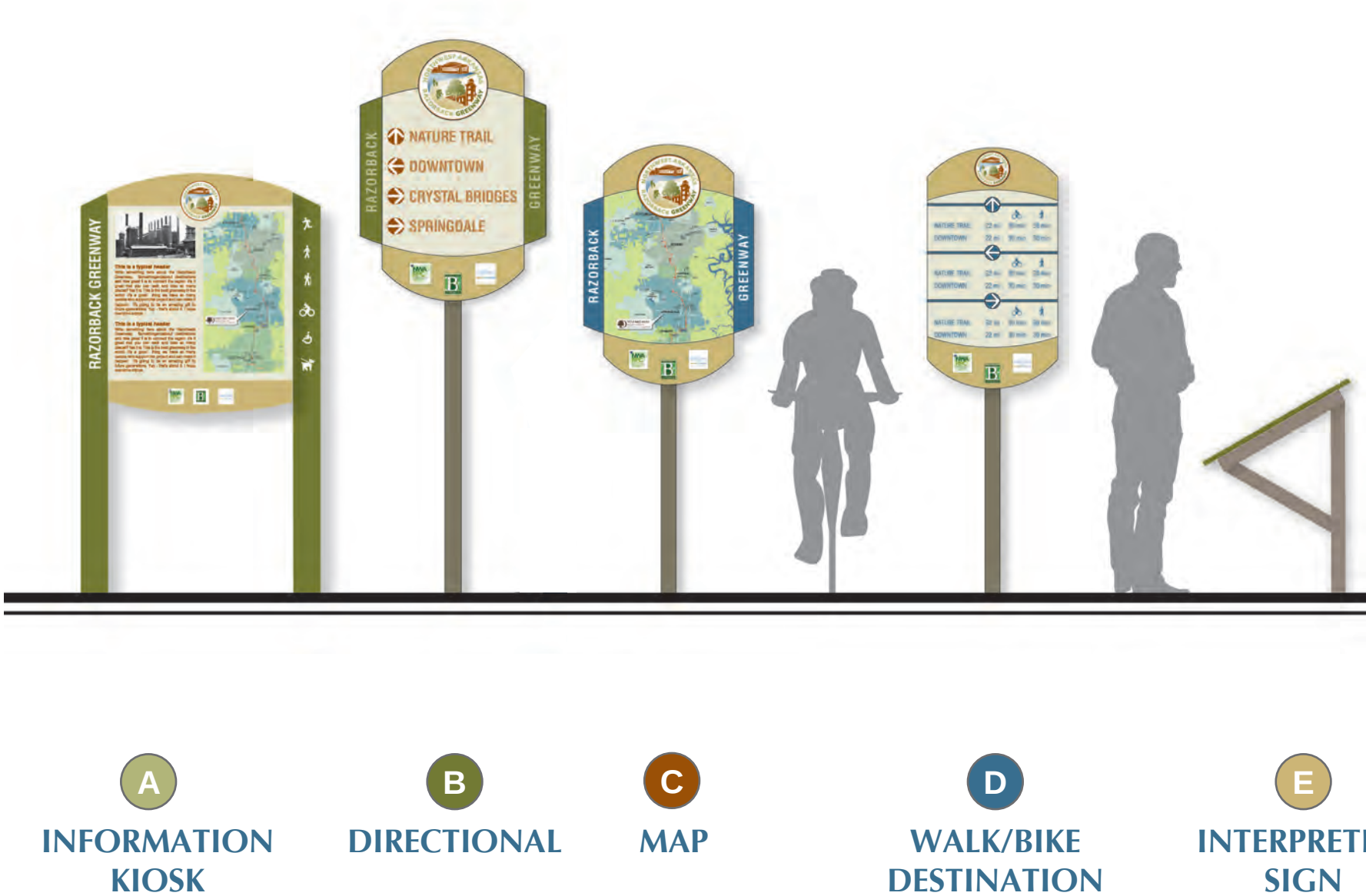
SYSTEM-WIDE SIGN LOCATION MASTER PLAN: ROGERS

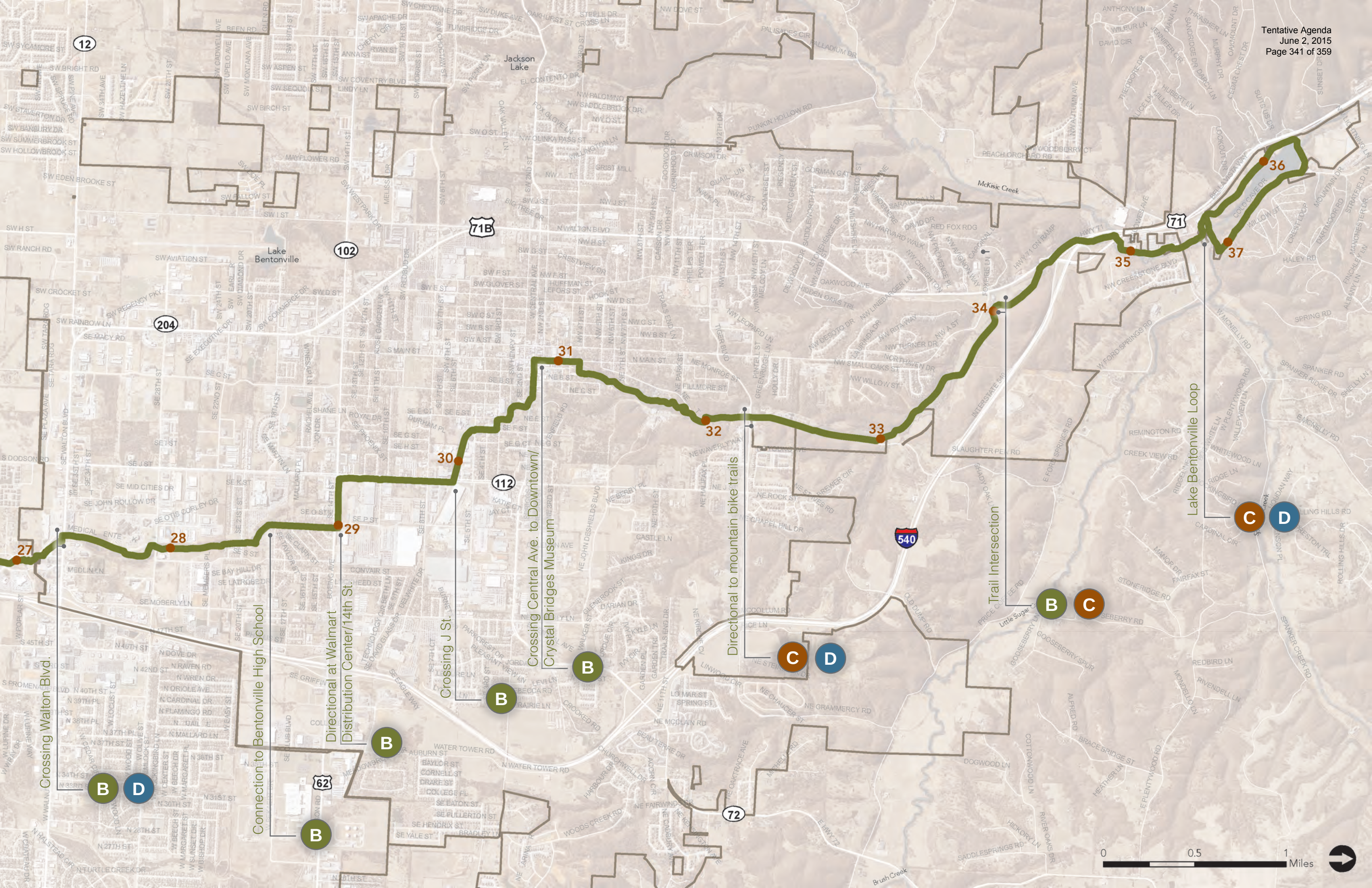


SYSTEM-WIDE SIGN LOCATION MASTER PLAN: BENTONVILLE

OVERVIEW

In addition to the sign typologies indicated on the map to the right, mile markers will be placed every quarter mile along the trail. As new sections of adjoining trails are constructed, additional signage may be required for clarity and navigation. Development of new commercial centers, unveiled historic landmarks, schools, and culturally significant sites should be monitored and deemed appropriate for addition to the greenway system signage installation.





Crossing Walton Blvd.

Connection to Bentonville High School

Directional at Walmart Distribution Center/14th St.

Crossing J St.

Crossing Central Ave. to Downtown/
Crystal Bridges Museum

Directional to mountain bike trails

Trail Intersection

Lake Bentonville Loop

B D

B

B

B

B

C

D

B

C

C

D

0 0.5 1 Miles





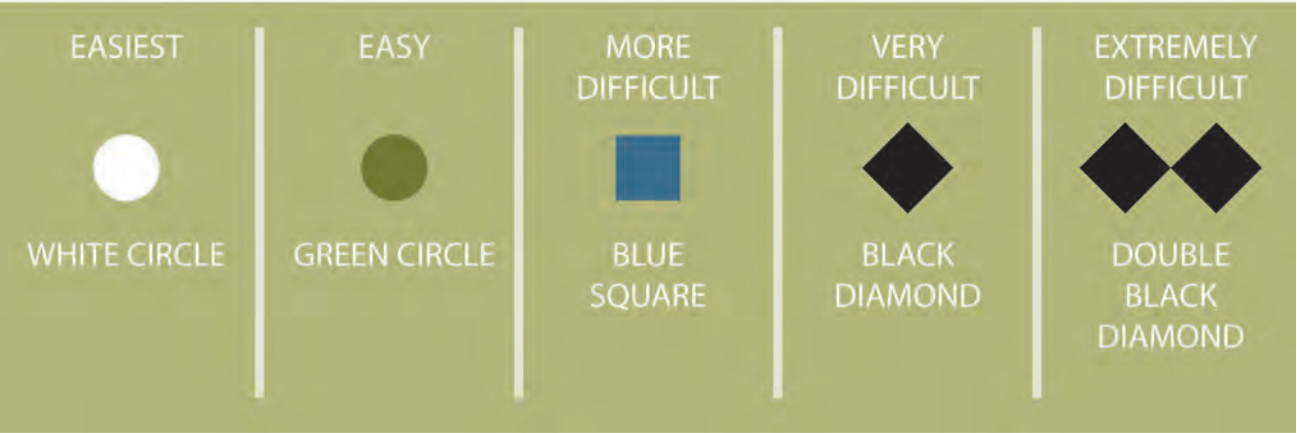
ALTERNATIVE SOFT SURFACE SIGNAGE

SIGN FAMILY

In addition to the 36-miles of hard surface trails, the Razorback Greenway is also connected to a series of soft surface trails. Wayfinding and navigation are equally important for both trail types. Standards for color, fonts, symbology, and design remain critical to the user experience.

A trail rating system will also be instituted to communicate level of difficulty. This will help users of multiple abilities understand which trails are suitable for their physical condition and help avoid frustration and injury.

The trail rating system is shown to the right. The system is derived from the International Mountain Bicycling Association (IMBA) which was adapted from the International Trail Marking System used to label skiing routes. The consistency in rating systems across recreational resources allows users to quickly comprehend each system.



TRAIL RATING SYSTEM

ALTERNATIVE SOFT SURFACE SIGNAGE

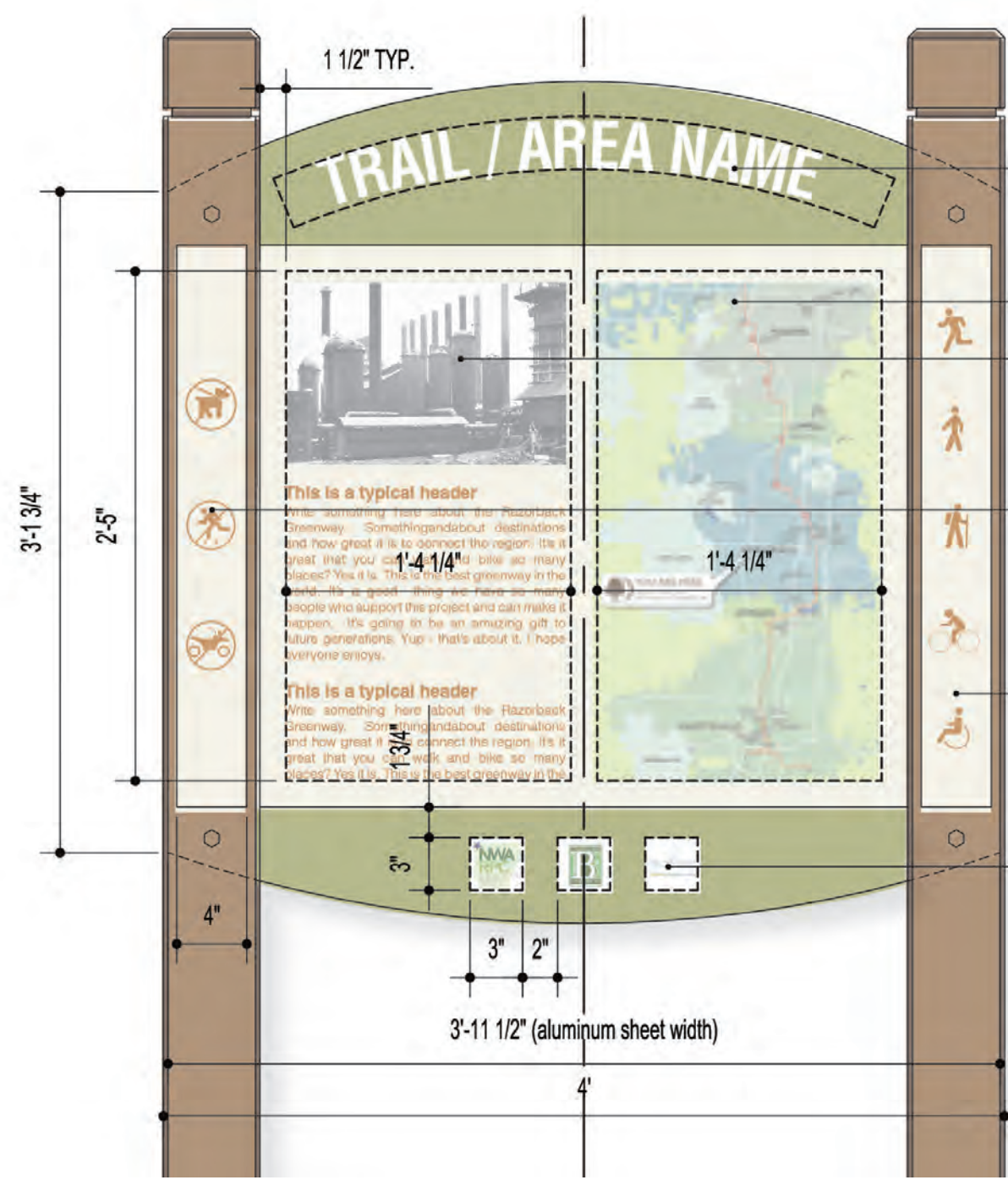


Information Kiosks will be placed at each trailhead. Maps should include the entire trail alignment, adjacent trails (if applicable) and indicate where the user is located within the system. Trail rules, regulations, and the rating system should be included.



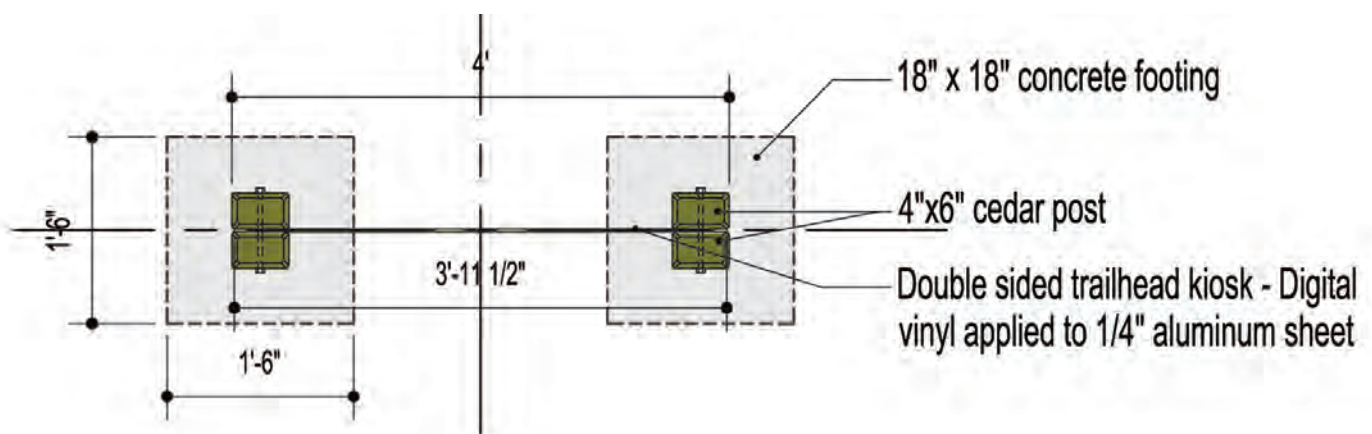
ALTERNATIVE SOFT SURFACE SIGNAGE

INFORMATION KIOSK/TRAILHEAD



GRAPHIC LAYOUT

- 3" Trail / area name
- Map or graphic
- Informational text box - trail rating legend trail etiquette, imagery, safety, etc.
- Regulatory pictograms
Color: Pantone 7517 U
- Permitted use pictograms
Color: Pantone 7517 U
- 9 in² max. applicable logos



PLAN VIEW



ALTERNATIVE SOFT SURFACE SIGNAGE

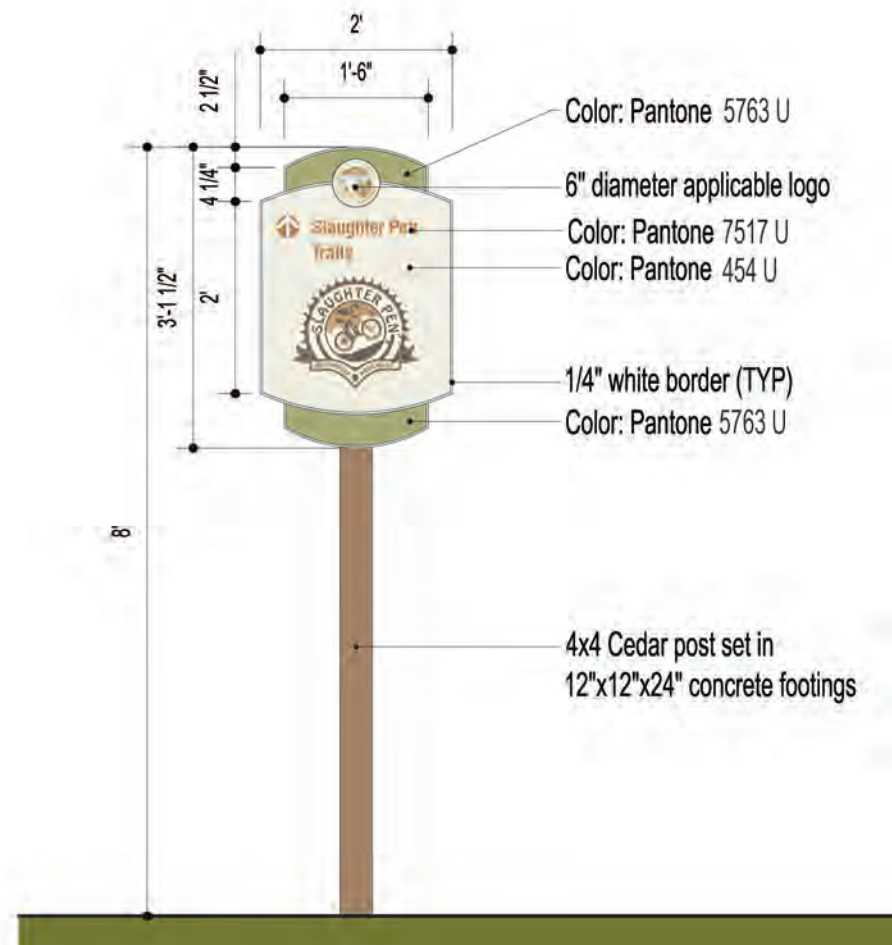
DESTINATION AND DIRECTIONAL SIGNAGE

Destination and Directional Signage will be used on soft surface trails much like they are on hard surface trails. Key destinations will help users orient themselves along the trail and encourage use of the trail to draw visitors to nearby destinations.

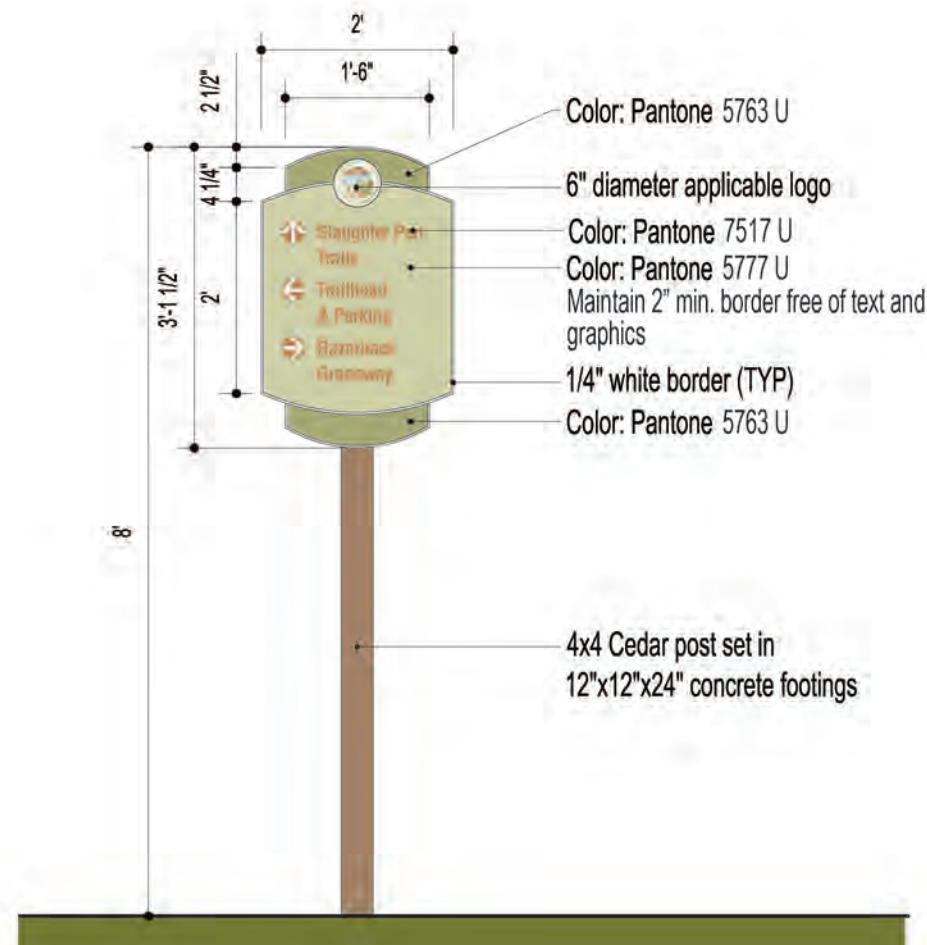


ALTERNATIVE SOFT SURFACE SIGNAGE

DESTINATION AND DIRECTIONAL SIGNAGE



DESTINATION SIGNAGE
DIMENSIONS



DIRECTIONAL SIGNAGE
DIMENSIONS

ALTERNATIVE SOFT SURFACE SIGNAGE

PERMITTED USES/TRAIL RULES AND REGULATORY SIGNAGE

Rules and regulations will be posted along the trails and within trailhead or trail access areas. These signs will be developed according to site conditions and regulations of each trail.



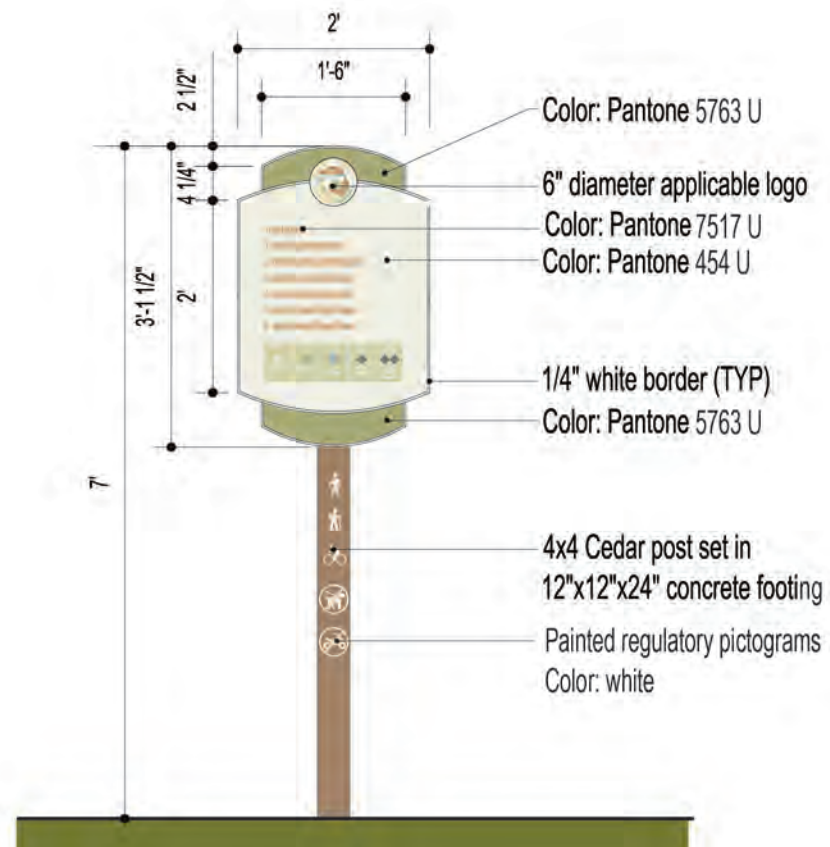
PERMITTED USES/
TRAIL RULES



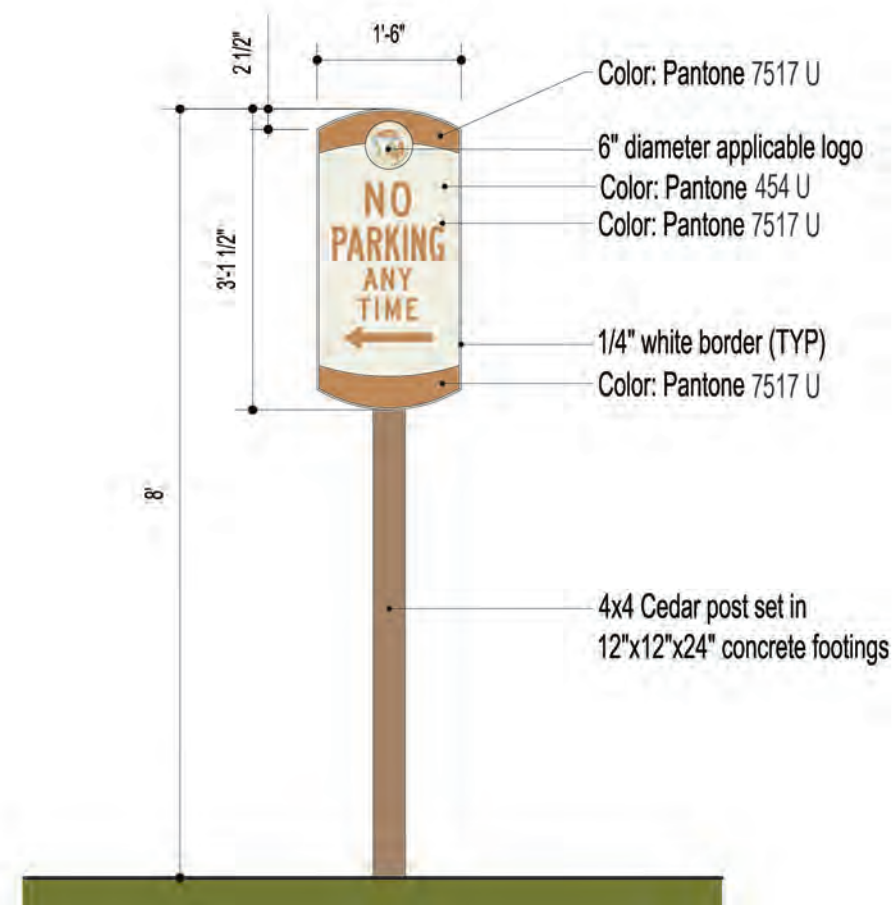
REGULATORY SIGNAGE

ALTERNATIVE SOFT SURFACE SIGNAGE

PERMITTED USES/TRAIL RULES AND REGULATORY SIGNAGE



PERMITTED USES/TRAIL RULES
DIMENSIONS



REGULATORY SIGNAGE
DIMENSIONS

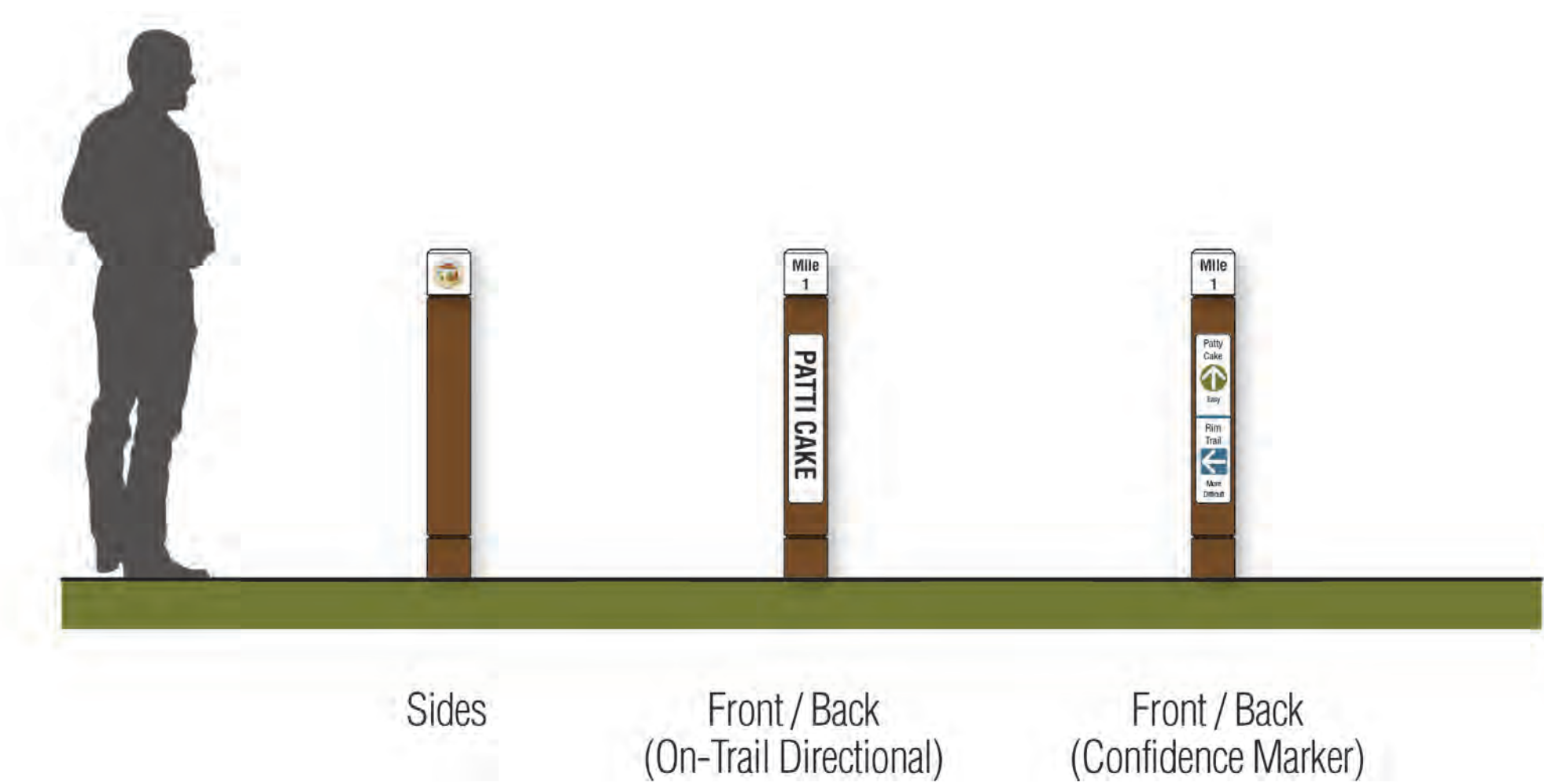
ALTERNATIVE SOFT SURFACE SIGNAGE

ON-TRAIL DIRECTIONAL MARKERS

Directional markers on soft surface trails serve a similar purpose as those on the hard surface Razorback Greenway. Orientation and navigation can be critical when using soft surface trails, as they typically are in densely wooded areas. Each directional indicator for adjacent trails will the general direction of the trail and will include the degree of difficulty.

CONFIDENCE MARKERS

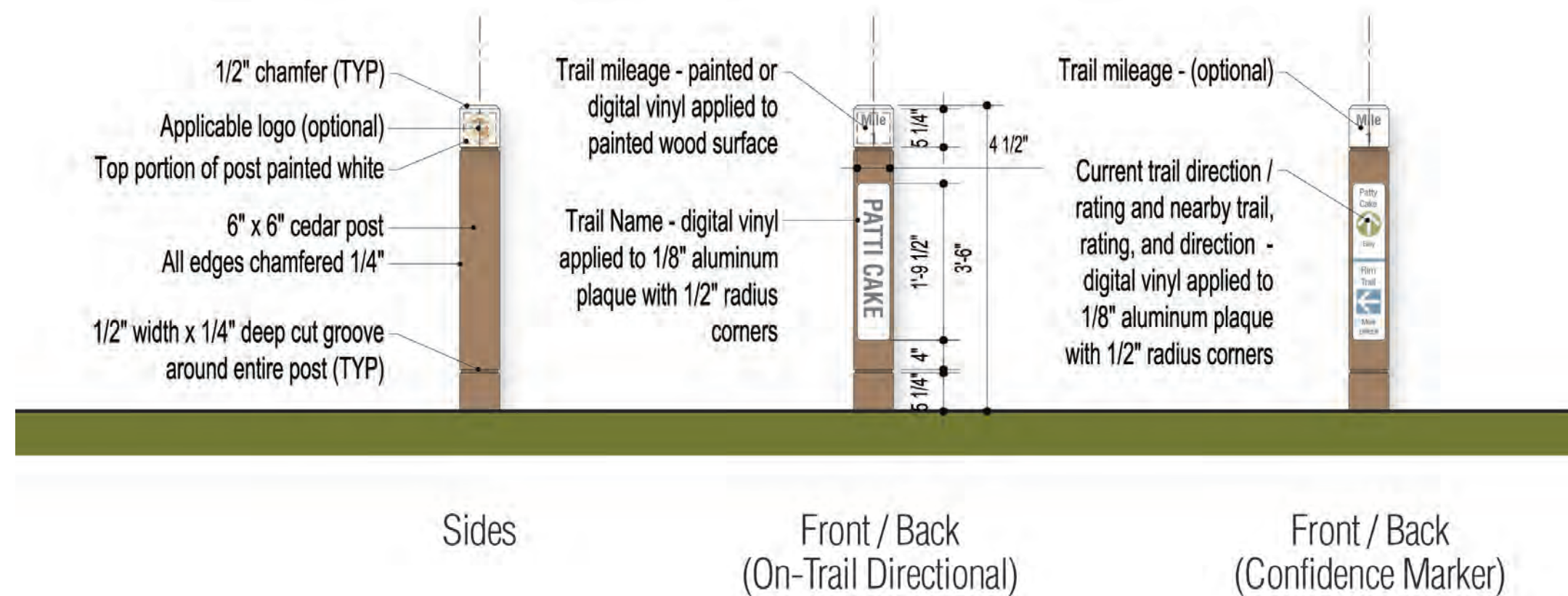
Confidence markers will be used to ensure users that they are still on their intended trail path. Placement of these markers will be featured similarly to trail blazes - but are a more durable solution.



ELEVATIONS

ALTERNATIVE SOFT SURFACE SIGNAGE

ON-TRAIL DIRECTIONAL AND CONFIDENCE MARKERS



OVERALL DIMENSIONS AND GRAPHIC LAYOUT

ALTERNATIVE SOFT SURFACE SIGNAGE

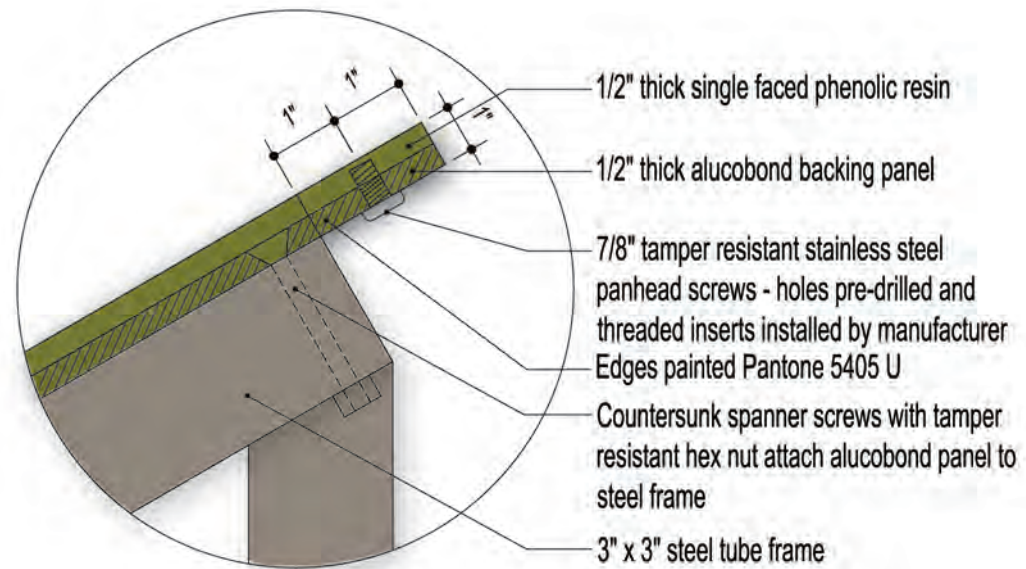
INFORMATIONAL DISPLAY / TRAIL MAP



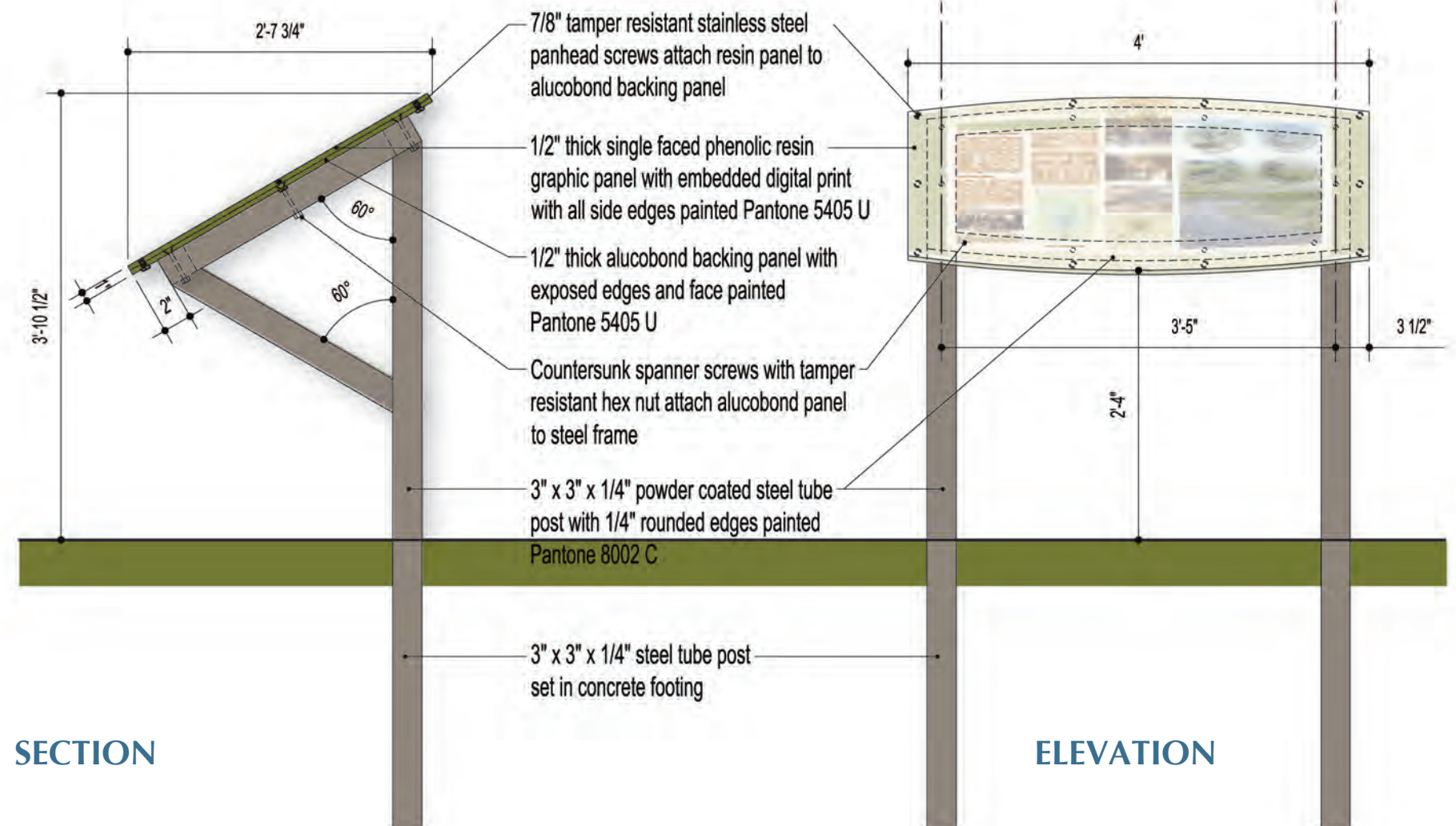
INFORMATIONAL DISPLAY / TRAIL MAP

ALTERNATIVE SOFT SURFACE SIGNAGE

INFORMATIONAL DISPLAY / TRAIL MAP



PANEL MOUNT



INFORMATIONAL DISPLAY / TRAIL MAP



- Font = Helvetica LT - Light
- Align = Fully justified
- Size = 5/8"
- Color = Pantone 7517 U

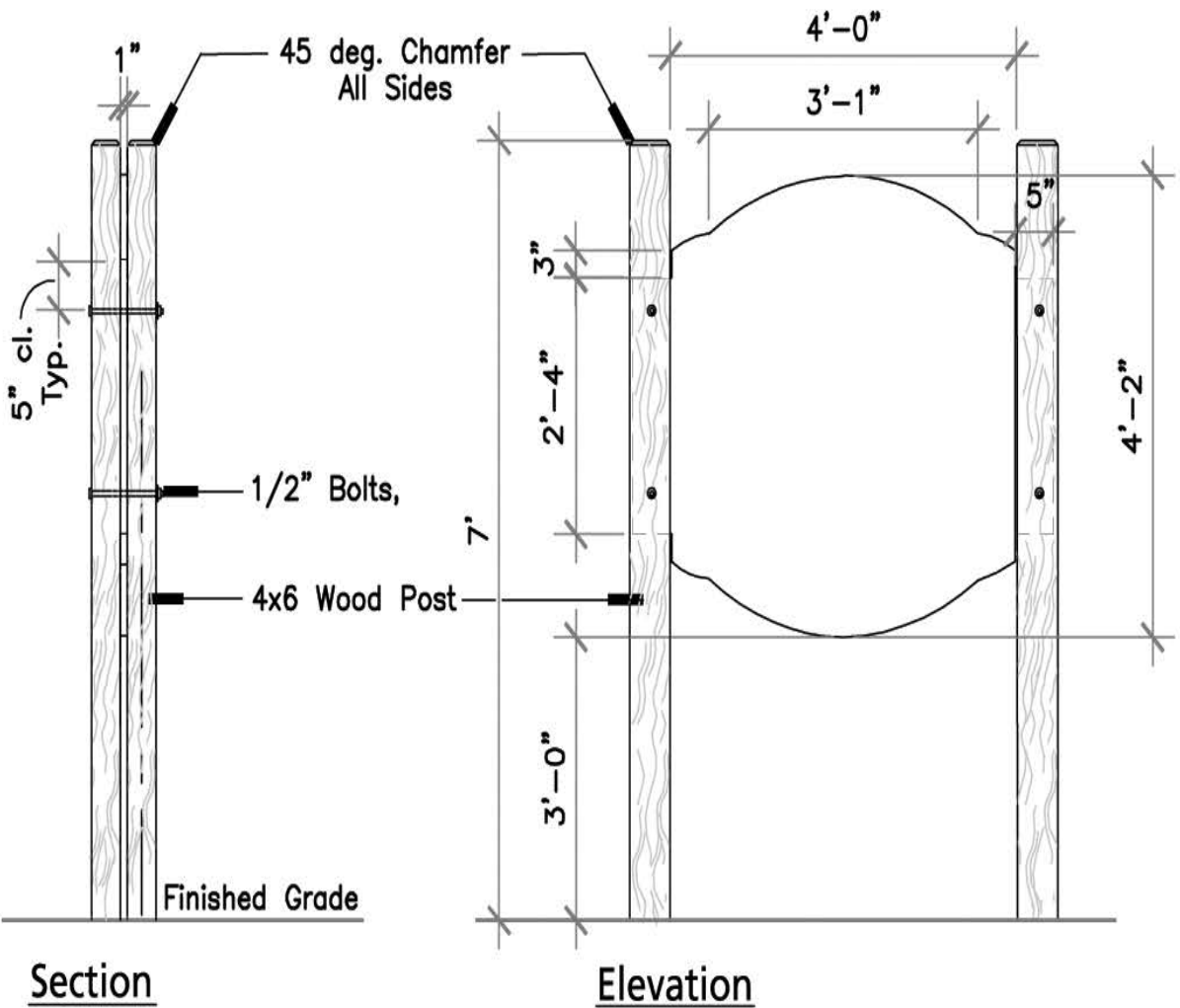
ALTERNATIVE SOFT SURFACE SIGNAGE

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ALTERNATIVE SOFT SURFACE SIGNAGE

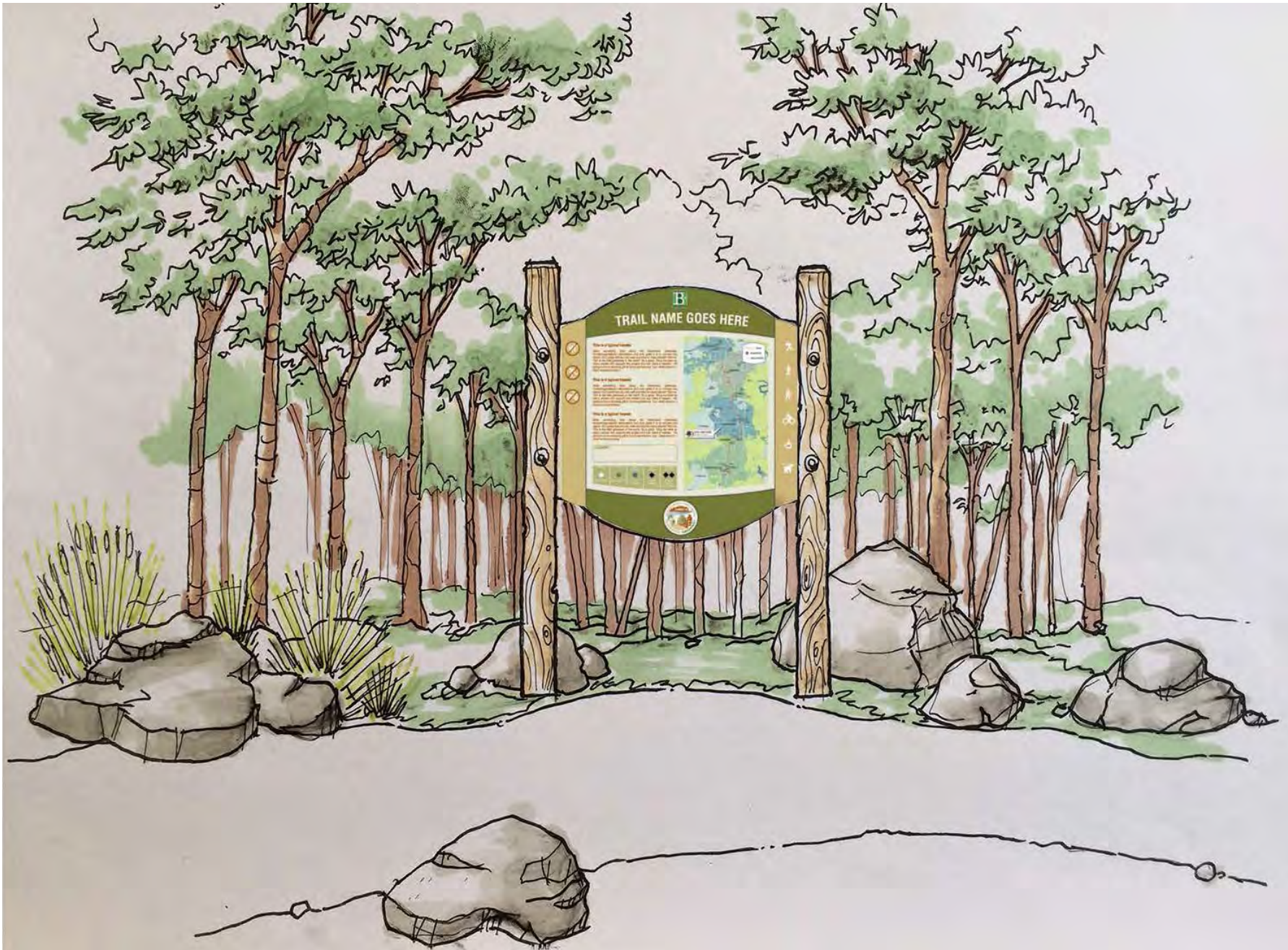
ALTERNATIVE SOFT SURFACE SIGNAGE GUIDELINES FOR TRAILHEAD AND INFORMATION KIOSKS

- NOTES:
- 1. All wood to be pressure-treated clear grade rough cut Eastern Red Cedar.
 - 2. All hardware to be hot dip galvanized.



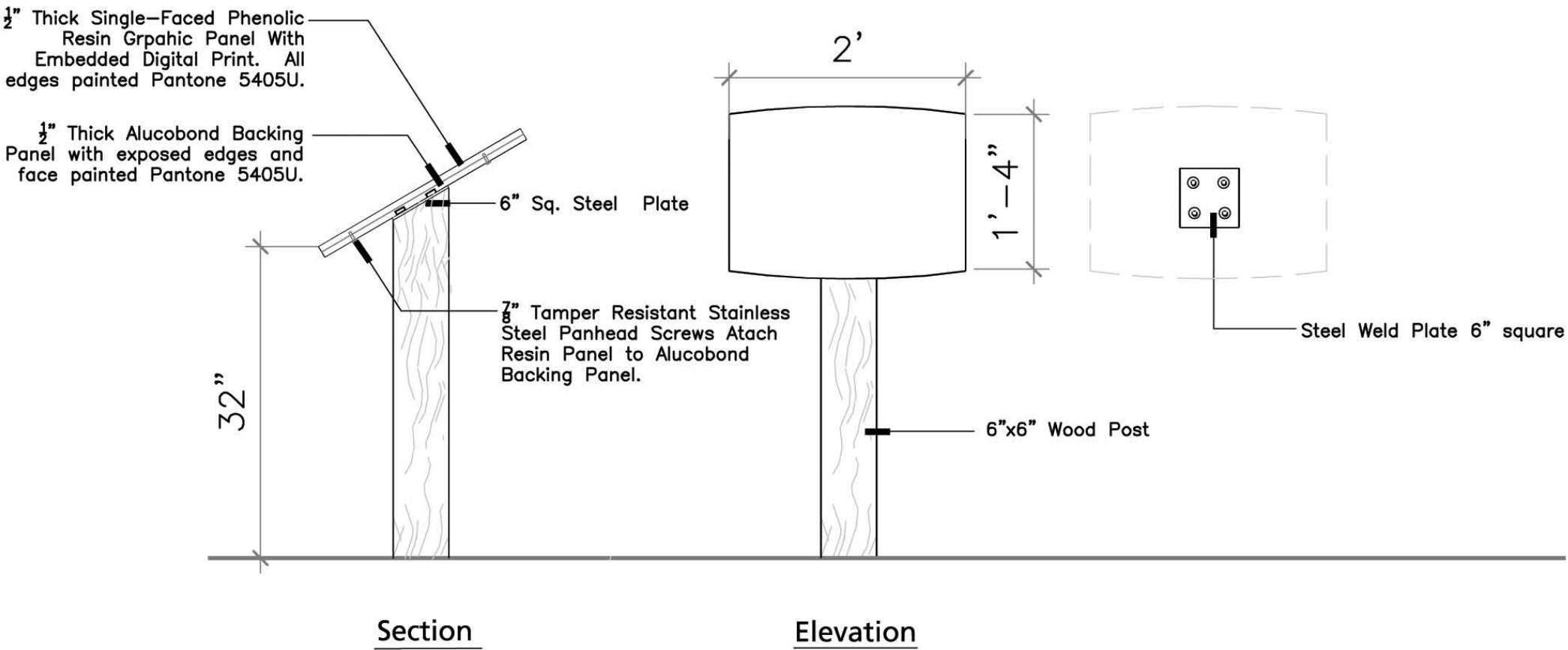
ALTERNATIVE SOFT SURFACE SIGNAGE

ALTERNATIVE SOFT SURFACE SIGNAGE GUIDELINES FOR TRAILHEAD AND INFORMATION KIOSKS



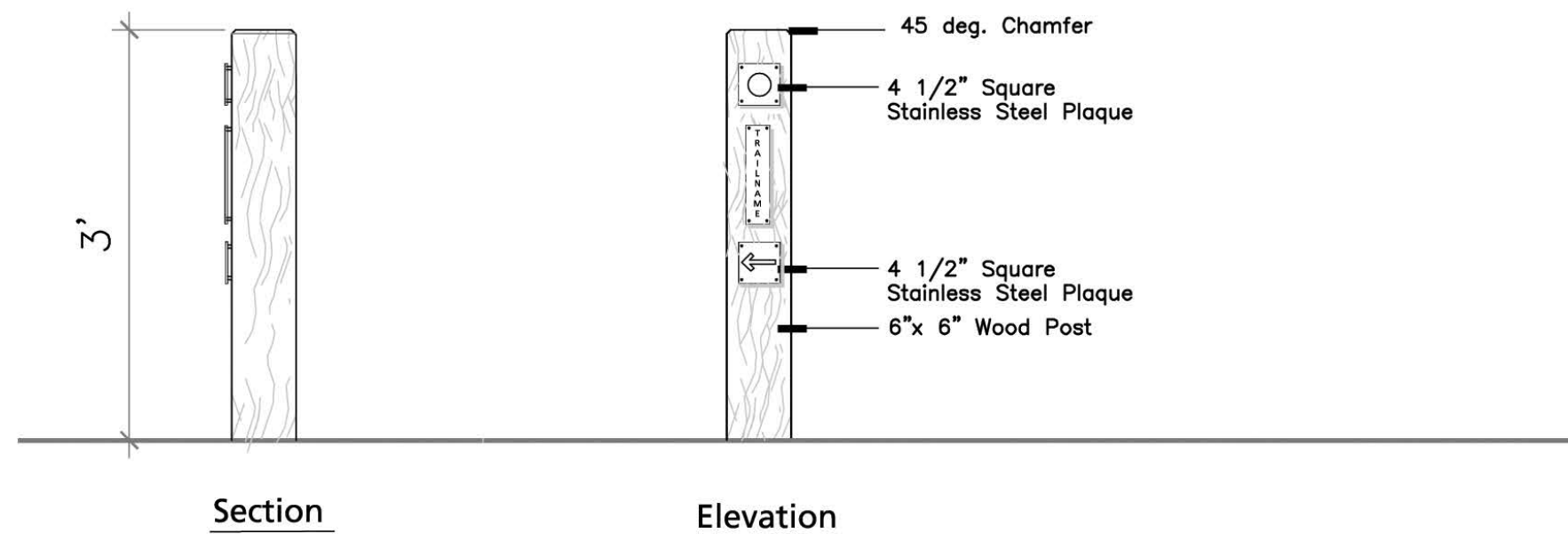
ALTERNATIVE SOFT SURFACE SIGNAGE

ALTERNATIVE SOFT SURFACE SIGNAGE GUIDELINES FOR INTERPRETIVE SIGNAGE



ALTERNATIVE SOFT SURFACE SIGNAGE

ALTERNATIVE SOFT SURFACE SIGNAGE GUIDELINES FOR TRAIL CONFIDENCE MARKERS



TRAIL CONFIDENCE MARKERS

City of Fayetteville, Arkansas

*113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323*



Meeting Agenda - Tentative Agenda

Tuesday, May 26, 2015

4:30 PM

City Hall Room 326

City Council Meeting

*Adella Gray Ward 1
Sarah Marsh Ward 1
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City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

✓ A. 1 2014-0504

APPROVAL OF THE MAY 19, 2015 CITY COUNCIL MEETING MINUTES.

✓ A. 2 2015-0245

BID #15-25 EVANS ENTERPRISES, INC.

A RESOLUTION TO AWARD BID #15-25 AND AUTHORIZE THE PURCHASE OF TWO (2) PUMPS AND MOTORS FOR THE AIRPORT NORTH LIFT STATION FROM EVANS ENTERPRISES, INC. IN THE AMOUNT OF \$42,010.00 PLUS APPLICABLE SALES TAXES

Attachments:

SRP - Bid 15-25 - Lift Station 16 Pumps

✓ A. 3 2015-0246

2015 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM MATCHING GRANT

A RESOLUTION TO APPROVE A MULTI-JURISDICTIONAL APPLICATION BY THE CITY OF FAYETTEVILLE, THE CITY OF SPRINGDALE AND WASHINGTON COUNTY FOR A 2015 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM MATCHING GRANT IN THE AMOUNT OF \$133,000.00, WITH THE MATCHING PORTION PAID BY THE CITY OF FAYETTEVILLE IN THE AMOUNT OF \$51,000.00, THE CITY OF SPRINGDALE IN THE AMOUNT OF \$51,000.00 AND WASHINGTON COUNTY IN THE AMOUNT OF \$31,000.00

Attachments:

2015-0246 Body Worn Camera Grant

~~A. 4~~2015-0253**PROGRESSIVE TRAIL DESIGN, LLC**

A RESOLUTION TO AUTHORIZE A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH PROGRESSIVE TRAIL DESIGN, LLC FOR THE PREPARATION OF THE KESSLER MOUNTAIN TRAILS MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$26,320.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$2,632.00

Attachments:2015-0253 Kessler Mtn Trails Master Plan Progressive Trail Design**B. Unfinished Business:**~~LB. 1~~2015-0228**RZN 15-4965 (SOUTH END OF RUPPLE RD./RUPPLE ROAD EXTENSION CORRIDOR)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-4965, FOR APPROXIMATELY 642 ACRES, LOCATED AT THE SOUTHERN END OF RUPPLE ROAD FROM R-A, RESIDENTIAL-AGRICULTURE; RSF-1, RESIDENTIAL SINGLE FAMILY ONE UNIT PER ACRE; RSF-4, RESIDENTIAL SINGLE FAMILY FOUR UNITS PER ACRE; AND RSF-8, RESIDENTIAL SINGLE FAMILY EIGHT UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES, UT, URBAN THOROUGHFARE; AND R-A, RESIDENTIAL AGRICULTURAL

Attachments:Exhibit A South Ruppel Road15-4965 CC reports**Legislative History**

5/19/15

City Council Meeting

left on first reading

B. 22015-0232**RZN 15-5004 (SOUTH END OF PUMPKIN RIDGE DR./FALLING WATERS) APPEAL**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5004, FOR APPROXIMATELY 17.37 ACRES, LOCATED SOUTH OF PUMPKIN RIDGE ROAD FROM R-A, RESIDENTIAL-AGRICULTURE TO RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE

Attachments:15-5004 CC EX A & B15-5004 Full Packet**Legislative History**

5/19/15

City Council Meeting

left on first reading

C. Public Hearing:**C. 1**2015-0250**JEROME LOPEZ & ELIZABETH YOUNG AND THE RANDALL J. WRIGHT TRUST CONDEMNATION AND POSSESSION**

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY JEROME LOPEZ & ELIZABETH YOUNG AND THE RANDALL J. WRIGHT TRUST NEEDED FOR THE HIGHWAY 45 AND OLD WIRE ROAD INTERSECTION IMPROVEMENT PROJECT

Attachments:2015-0250**D. New Business:****D. 1**2015-0249**RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

Attachments:15-5044 CC EX A & EX B15-5044 CC reports

✓ ~~D. 2~~2015-0248**VAC 15-5037 (HABOR ISLE & ZION RDS./WOODBURY S/D)**

AN ORDINANCE TO APPROVE VAC 15-5037 SUBMITTED BY BLEW & ASSOCIATES FOR PROPERTY LOCATED AT HARBOR ISLE AND ZION ROAD TO VACATE PORTIONS OF EXISTING UTILITY EASEMENTS

Attachments:15-5037 CC EX A & EX B15-5037 CC reports✓ ~~D. 3~~2015-0251**AMEND § 97.088 (B)(2)(b) and § 97.088 (d)**

AN ORDINANCE TO AMEND EXHIBIT A, DONOR RECOGNITION SIGNS, AND EXHIBIT B, NAMING PARK FACILITIES WHICH ARE ATTACHED AND A PART OF § 97.088 (B)(2)(b) and § 97.088 (d) OF THE FAYETTEVILLE CODE

Attachments:2015-0251 Chapter 97 Ordinance Amendment✓ ~~D. 4~~2015-0239**AMEND §174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY**

AN ORDINANCE TO AMEND §174.07 PLACING SIGNS ON PUBLIC AND PRIVATE PROPERTY BY CLARIFYING THE PLACEMENT OF DIRECTIONAL AND WAYFINDING SIGNS ON PUBLIC PROPERTY AND ENACTING A NEW SUBSECTION (F) *TRAIL/TRAILHEAD WAYFINDING SIGNS AND RECOGNITION MARKERS*

Attachments:Exhibit ATrail Wayfinding Signs Staff Report**E. City Council Agenda Session Presentations:****F. City Council Tour:****G. Announcements:****H. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

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Pre Agenda Meeting 5/20/15

City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323



Meeting Agenda - Tentative Agenda

Tuesday, May 26, 2015

4:30 PM

City Hall Room 326

City Council Meeting

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:
*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions:****A. Consent:**A✓1 2014-0504

APPROVAL OF THE MAY 19, 2015 CITY COUNCIL MEETING MINUTES.

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Attachments:2015-0246 Body Worn Camera Grant

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Attachments:15-5004 CC EX A & B15-5004 Full Packet

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Attachments:

Exhibit A

Trail Wayfinding Signs Staff Report

E. City Council Agenda Session Presentations:**E. 1 2015-0213**

*remove
move to July 21st* ECONOMIC DEVELOPMENT QUARTERLY REPORT - AGENDA
SESSION PRESENTATION, CHUNG TAN

F. City Council Tour:**G. Announcements:****H. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

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TO: Mayor Lioneld Jordan and Members of the City Council
Don Marr, Chief of Staff

FROM: Paul A. Becker, Finance Director *Paul A. Becker*

DATE: May 21, 2015

SUBJECT: **March Sales Taxes Received In April 2015 by the State**

The following key points need to be communicated regarding sales tax collections:

FAYETTEVILLE SALES TAX ACTIVITY

1. Sales tax collections remitted for sales tax subject to the 1 cent City tax in April, 2015 were up \$130,695 / 8.62% as compared to the same month prior year. These collections represent March, 2015 sales.
2. Sales tax collections remitted to the City for the City's share of County tax collections in April, 2015 were up \$79,753 / 7.89% as compared to the same month prior year. These collections represent March, 2015 sales.
3. When compared to budget for the month, sales tax collections were up a total of \$159,928 / 6.20%. The year to date budget impact for the four months is up a total of \$561,092 / 5.55%.

<u>1% City / 1% County (Combined)</u>	<u>Budget</u>	<u>Actual</u>	<u>\$ Difference</u>	<u>% Difference</u>
December, 2014	\$ 2,822,200	\$ 3,036,344	\$ 214,144	7.59%
January, 2015	2,235,400	2,482,809	247,409	11.07%
February, 2015	2,482,100	2,421,711	(60,389)	(2.43%)
March, 2015	2,577,600	2,737,528	159,928	6.20%
April, 2015				
May, 2015				
June, 2015				
July, 2015				
August, 2015				
September, 2015				
October, 2015				
November, 2015				
YTD Budget to Actual	<u>\$ 10,117,300</u>	<u>\$ 10,678,392</u>	<u>\$ 561,092</u>	<u>5.55%</u>
<u>Funding Source</u>	<u>Budget</u>	<u>Actual</u>	<u>\$ Difference</u>	<u>% Difference</u>
General Fund: 1% City (60% Split)	\$ 3,679,200	\$ 3,877,289	\$ 198,089	5.38%
1% County	3,985,000	4,216,244	231,244	5.80%
	<u>\$ 7,664,200</u>	<u>\$ 8,093,533</u>	<u>\$ 429,333</u>	<u>5.60%</u>
ST Capital: 1% City (40% Split)	\$ 2,453,100	\$ 2,584,859	\$ 131,759	5.37%
Total General/ST Capital Funds:	<u>\$ 10,117,300</u>	<u>\$ 10,678,392</u>	<u>\$ 561,092</u>	<u>5.55%</u>

NWA REGION SALES TAX ACTIVITY - MARCH 2015 COLLECTIONS

4. March, 2015 1% City Sales Tax collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		March 2014	March 2015	\$ Difference	% Difference
1% City:	Fayetteville	\$ 1,516,534	\$ 1,647,228	\$ 130,695	8.62%
	Springdale	\$ 941,066	\$ 1,056,121	\$ 115,054	12.23%
	Bentonville	\$ 813,591	\$ 1,088,331	\$ 274,740	33.77%
	Rogers	\$ 1,246,771	\$ 1,400,510	\$ 153,739	12.33%

5. March, 2015 1% County Sales Tax collections as compared to the surrounding areas were as follows:

County Sales Tax Collections:		March 2014	March 2015	\$ Difference	% Difference
Washington	Fayetteville	\$ 1,010,546	\$ 1,090,300	\$ 79,753	7.89%
Washington	Springdale	\$ 875,445	\$ 951,234	\$ 75,789	8.66%
Benton	Bentonville	\$ 502,730	\$ 582,184	\$ 79,454	15.80%
Benton	Rogers	\$ 796,997	\$ 922,958	\$ 125,961	15.80%

6. March, 2015 countywide collections for the combined Washington and Benton Counties were as follows:

County Sales Tax Collections:		March 2014	March 2015	\$ Difference	% Difference
Washington County		\$ 2,788,890	\$ 3,008,993	\$ 220,103	7.89%
Benton County		3,152,144	3,650,323	498,179	15.80%
		<u>\$ 5,941,034</u>	<u>\$ 6,659,316</u>	<u>\$ 718,282</u>	<u>12.09%</u>

NWA REGION SALES TAX ACTIVITY - YEAR-TO-DATE (FOUR MONTHS) COLLECTIONS

7. Year-to-Date (four months) collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		(Four Months) YTD 2014	(Four Months) YTD 2015	\$ Increase (Decrease)	% Increase (Decrease)
1% City:	Fayetteville	\$ 6,012,168	\$ 6,462,148	\$ 449,980	7.48%
	Springdale	\$ 3,530,023	\$ 3,967,852	\$ 437,829	12.40%
	Bentonville	\$ 3,278,708	\$ 3,627,394	\$ 348,686	10.63%
	Rogers	\$ 4,841,055	\$ 5,306,661	\$ 465,606	9.62%

8. Year-to-Date (four months) for the combined Washington and Benton Counties, sales were up \$2,479,812 / 10.75%.

Sales Tax Collections:		(Four Months) YTD 2014	(Four Months) YTD 2015	\$ Increase (Decrease)	% Increase (Decrease)
Washington County		\$ 10,781,067	\$ 11,635,927	\$ 854,860	7.93%
Benton County		12,277,022	13,901,974	1,624,952	13.24%
		<u>\$ 23,058,089</u>	<u>\$ 25,537,901</u>	<u>\$ 2,479,812</u>	<u>10.75%</u>