

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
October 6, 2015**

A meeting of the Fayetteville City Council was held on October 6, 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:

1. City Council Meeting Presentation – Fayetteville Natural Heritage Association check presentation related to Kessler Mountain Reserve.
2. City Council Meeting Presentation - Ozark Regional Transit Presentation.

Agenda Additions

1. **Fayetteville Fire Pension and Relief Fund Proposal to Consolidate with LOPFI:** An ordinance transferring administration of retirement coverage for eligible members of the Fayetteville Fire Pension and Relief Fund to the Arkansas Local Police and Fire Retirement System (LOPFI) and authorizing the Mayor to enter into an irrevocable agreement with LOPFI and approving an emergency clause.

THIS ORDINANCE WAS LEFT ON THE FIRST READING

A. Consent

1. Approval of the September 15, 2015 City Council meeting minutes. **APPROVED**
2. **2015 Justice Assistance Grant Local Solicitation Award:** A resolution authorize acceptance of a 2015 Justice Assistance Grant Local Solicitation award in the amount of \$72,774.00, of which \$29,576.00 will be used by the Fayetteville Police Department, with \$28,943.00 to be disbursed to the City of Springdale and \$14,255.00 to Washington County, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 171-15

3. **2015 Bulletproof Vest Partnership Program Matching Grant Award:** A resolution to authorize acceptance of a fifty percent (50%) matching grant award from the 2015 Bulletproof Vest Partnership Program in the amount of \$6,056.00 for the replacement of body armor vests for Fayetteville Police officers, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 172-15

4. **Fayetteville Police Department Policies:** A resolution to approve Fayetteville Police Department policies 1.1.1, Law Enforcement Role; 1.2.3, Bias Based Profiling Prohibited; 1.3.4, Less- Lethal Weapons and Defensive Tactics; 12.1.1, Organizational Structure, Functions and Direction; 12.2.1, Policies, Procedures and Rules Development and Review Procedures; 22.2.8, Military Activations; 25.1, Grievance Procedures; 33.1, Training; 35.1.1, Performance Evaluations/Personnel Early Warning System; 41.2.5, Missing Persons; 41.2.7, Department Response to Mentally Ill Subjects; 41.3.5, Grooming and Uniform Requirements; 42.1.1, Criminal Investigations; 44.1.1, Juvenile Operations; and 84.1.1, Property Management, Acquired and In-Custody.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 173-15

5. **Bid No. 15-48 Alliance Pump & Mechanical, Inc.:** A resolution to award Bid No. 15-48 and authorize a contract with Alliance Pump & Mechanical, Inc. In the amount of \$78,950.00 plus applicable taxes to rebuild seven (7) gearboxes at the Noland Wastewater Treatment Plant.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 174-15

6. **Blueingreen, LLC Change Order No. 1:** A resolution to approve Change Order No. 1 to the contract with Blueingreen, LLC in the total amount of \$58,269.06 to fund the sales taxes for ozone equipment necessary for the project and an increase of Blueingreen, LLC's warranty bond from one year to two years, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 175-15

7. **Trimark Strategic Equipment, Inc.:** A resolution to authorize the purchase of a hydrovection oven from Trimark Strategic Equipment, Inc. in the amount of \$21,848.40 plus applicable taxes, pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use by the Fayetteville Senior Center.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 176-15

8. **Garver, LLC Task Order No. 4:** A resolution to approve Task Order No. 4 with Garver, LLC in the amount of \$27,500.00 for design, bidding and construction oversight services for the Drake Field Airfield Roof Rehabilitation Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 177-15

9. **Hi-Lite Airfield Services, LLC Change Order No. 1:** A resolution to approve Change Order No. 1 to the contract with Hi-Lite Airfield Services, LLC in the amount of \$8,895.00 to increase the quantities of airfield pavement markings to be rehabilitated.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 178-15

10. **Washington County Video Services Contract:** A resolution to approve a one year video services contract with Washington County in the amount of \$750.00 per month for the City's Media Services Division to record, telecast, stream and archive meetings of the Washington County Quorum Court and certain committees, and to approve a 0.25 full time equivalent position increase.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 179-15

11. **SWEPCO Utility Relocations:** A resolution to approve a utility relocation agreement with AEP/SWEPCO for utility relocations as part of the Old Wire Road/Highway 45 Intersection Improvements Project, with the total amount to be paid by the City of Fayetteville not to exceed \$46,718.86.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 180-15

B. Unfinished Business

1. **ADM 15-5093 (UDC Chapters 161, 164 and 172 – Single Family and Two Family Infill):** An ordinance amending Title XV Unified Development Code of the City of Fayetteville to Amend Chapters 161, 164 and 172 to modify the bulk and area regulations to encourage small lot single family and two family infill in multi-family zoning districts and to include minimum design standards for this type of development. *At the August 4, 2015 City Council meeting, this ordinance was tabled to the October 6, 2015 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5800

2. **Amend 172.05 (ADM 15-5088 UDC Amendment Chapter 172.05 Non-Residential Parking Requirements):** An ordinance to amend section 172.05 of the Unified Development Code to remove minimum parking standards for non-residential uses. *At the September 1, 2015 City Council meeting, this ordinance was left on the first reading. At the September 15, 2015 City Council meeting, this ordinance was left on the second reading.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5801

3. **2015 Millage Levy:** An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas, for the year 2015 fixing the rate thereof at 2.3 mills for General Fund Operations, 0.4 mills for the Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief Fund and 1.0 mill for the Fayetteville Public Library; and certifying the same to the County Clerk of Washington County, Arkansas. *At the September 15, 2015 City Council meeting, this ordinance was left on the first reading.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5802

C. New Business

1. **Nabholz of Bixby, Oklahoma:** A resolution to authorize the purchase of a rotary lift system from Nabholz of Bixby, Oklahoma in the amount of \$45,990.85 plus applicable taxes pursuant to a National Joint Powers Alliance cooperative purchasing agreement for use by Fleet Operations.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 181-15

2. **Bid No. 15-47 Peterbilt of Fort Smith:** A resolution to award Bid No. 15-47 and authorize the purchase of a Peterbilt 320 diesel truck with Labrie/Wittke superduty front loader from Peterbilt of Fort Smith in the amount of \$243,520.00 for use by the Recycling and Trash Collection Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 182-15

3. **Bid No. LSC-2015 Benchmark Construction:** A resolution to award Bid No. LSC-2015 and authorize a contract with Benchmark Construction in the amount of \$37,000.00 for a kitchen rehabilitation project at Lifesource International using Community Development Block Grant funds.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 183-15

4. **Apple Seeds, Inc.:** A resolution to authorize the sale of approximately 0.75 acre of city-owned real property located at 2648 Old Wire Road to Apple Seeds, Inc. for the amount of \$200,000.00, and to approve a twenty (20) year lease agreement with Apple Seeds, Inc. for approximately two (2) acres on the north end of Gulley Park for the purpose of operating a teaching farm.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 184-15

5. **Brett Michael Maguire and Kimberly Ann Maguire Real Estate Contract:** A resolution to authorize the sale of approximately 0.50 acre of city-owned real property located at 2634 Old Wire Road to Brett Michael Maguire and Kimberly Ann Maguire for the amount of \$111,500.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 185-15

6. **City Sales and Use Tax Bonds:** An ordinance authorizing the issuance and sale of the City's Sales and Use Tax Capital Improvement Bonds, Series 2015, for the purpose of financing a portion of the costs of certain street improvements; authorizing the execution and delivery of a Fourth Supplemental Trust Indenture pursuant to which the bonds will be issued and secured; authorizing the execution and delivery of an Official Statement pursuant to which the bonds will be offered; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the bonds; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5803

7. **Theatre Squared City Council Support:** A resolution to express the City Council's support of Theatre Squared and its intent to lease 0.8 acre of city property at the southeast corner of West and Spring as Theatre Squared's new permanent performance facility.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 186-15

8. **RZN 15-5179 (324 N. Hornsby Dr./Markham Hill Rezone):** An ordinance to rezone that property described in Rezoning Petition RZN 15-5179, for approximately 1.39 acres from RSF-4, Residential Single Family, 4 Units Per Acre to NC, Neighborhood Conservation, and RSF-8, Residential Single Family, 8 Units Per Acre.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5804

9. **RZN 15-5156 (1220 W. Cleveland St./Expired PZD 12-4079):** An ordinance to rezone that property described in Rezoning Petition RZN 15-5156, for approximately 2.71 acres, located at 1220 and 1226 W. Cleveland Street and 725, 727 and 805 Hall Avenue from R-PZD, Residential Planned Zoning District to RSF-4, Residential Single Family, 4 Units Per Acre and P-1, Institutional.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5805

10. **RZN 15-5165 (1118 S. Dunn Ave./Pearson Development):** An ordinance to rezone that property described in Rezoning Petition RZN 15-5165, for approximately 0.23 acres, located at 1118 S. Dunn Avenue from I-1, Heavy Commercial and Light Industrial to NC, Neighborhood Conservation.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5806

11. **RZN 15-5174 (S. End of Ruppel Rd./Striker Development):** An ordinance to rezone that property described in Rezoning Petition RZN 15-5174, for approximately 102 acres, located at the southern end of Ruppel Road from NC, Neighborhood Conservation; CS, Community Services; R-A, Residential-Agricultural; RSF-4, Residential Single Family, 4 Units Per Acre; and RSF-2, Residential Single Family, 2 Units Per Acre to R-A, Residential-Agricultural; RSF-2, Residential Single Family, 2 Units Per Acre; RSF-4, Residential Single Family, 4 Units Per Acre; NC, Neighborhood Conservation and CS, Community Services.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5807

12. **VAC 15-5087 (1005 E. Rockwood Trail/ L & F Construction):** An ordinance to approve VAC 15-5087 submitted by Fred Patrick for property located at 1005 Rockwood Trail to vacate an alley right of way.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5808

13. **VAC 15-5157 (688 N. Whitham Ave./1st Western Bank):** An ordinance to approve VAC 15-5157 submitted by Gene Buescher for property located at 688 Whitham Avenue to vacate an alley right of way.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5809

14. **VAC 15-5161 (2055 E. Signal Hill Depot/Butterfield Trail Village):** An ordinance to approve VAC 15-5161 submitted by Joe Perme for property located at 2055 E. Signal Hill Depot to vacate a portion of a utility easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5810

15. **VAC 15-5176 (Mark Mills Lane/Summit Place SD):** An ordinance to approve VAC 15-5176 submitted by Blew & Associates, Inc. for property located along Mark Mills Lane to vacate portions of a conservation easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5811

16. **VAC 15-5177 (1375 N. Leverett Ave./Noble Oaks Apts.):** An ordinance to approve VAC 15-5177 submitted by Jorgensen & Associates, Inc. for property located at 1375 N. Leverett Avenue to vacate a portion of a utility easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5812

17. **VAC 15-5178 (SW Corner Joyce & Steele Blvds./CMN Lots 3 & 4):** An ordinance to approve VAC 15-5178 submitted by Jorgensen & Associates, Inc. for property located at the southwest corner of Joyce & Steele Boulevards to vacate portions of utility, drainage and trail easements.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5813

18. **Amend §156.03 Development, Parking and Loading:** An ordinance to amend §156.03 **Development, Parking and Loading** of the variances chapter of the Unified Development Code to establish a variance procedure for Commercial, Office and Mixed Use Design and Development Standards.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5814

19. **Parking Division Full Time Equivalent Position:** A resolution to authorize the addition of 1.0 full time equivalent position to the Parking Division to provide four part time employees to staff event parking in the Spring Street Parking Deck.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 187-15

Announcements

City Council Agenda Session Presentations

City Council Tour

Adjournment: 10:20 p.m.

Subject:	Roll				
Alderman Schoppmeyer was absent	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	absent			
	Mayor Jordan	✓			

8-0

Subject:	LOPFI Transfer				
Motion To:		Add to Agenda			
Motion By:		Petty			
Seconded:		Gray			
Left on the first Reading	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	absent			
	Mayor Jordan				

7-0

Subject:	Consent				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Long			
<u>passed</u> 171-15 thru 180-15	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	absent			
	Mayor Jordan				

7-0

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

Subject:	ADM 15-5093 (UDC Chapters 161, 164 and 172 – Single Family and Two Family Infill)				
Motion To:		<i>Amend</i>	<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>
Motion By:		<i>Petty</i>	<i>Petty</i>	<i>Petty</i>	
Seconded:		<i>La Tour</i>	<i>Tennant</i>	<i>Marsh</i>	
B. 1 Unfinished Business	La Tour	✓	✓	✓	✓
	Long	✓	✓	✓	✓
	Gray	✓	✓	✓	✓
	Marsh	✓	✓	✓	✓
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Tennant	✓	✓	✓	✓
	Schoppmeyer	<i>absent</i>	<i>absent</i>	<i>absent</i>	<i>absent</i>
	Mayor Jordan				
<i>5800</i>		<i>7-0</i>	<i>7-0</i>	<i>7-0</i>	<i>7-0</i>

Subject:	Amend 172.05 (ADM 15-5088 UDC Amendment Chapter 172.05 Non-Residential Parking Requirements)				
Motion To:		<i>3rd Read</i>	<i>Amend</i>	<i>Pass</i>	
Motion By:		<i>Gray</i>	<i>Kinion</i>		
Seconded:		<i>Marsh</i>	<i>Long</i>		
B. 2 Unfinished Business	La Tour	✓	<i>N</i>	✓	
	Long	✓	✓	<i>N</i>	
	Gray	✓	✓	<i>N</i>	
	Marsh	✓	<i>N</i>	✓	
	Kinion	✓	✓	✓	
	Petty	✓	<i>N</i>	✓	
	Tennant	✓	<i>N</i>	✓	
	Schoppmeyer	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Mayor Jordan				
<i>5801</i>		<i>7-0</i>	<i>3-4</i>	<i>5-2</i>	

Subject:	2015 Millage Levy				
Motion To:		2nd Read	Amend	3rd Read	Pass
Motion By:		Long	La Tour	Long	
Seconded:		Tennant		Marsh	
B. 3 Unfinished Business 5802	La Tour	N	Dieid for	N	N
	Long	✓	lack of a	✓	✓
	Gray	✓	second	✓	✓
	Marsh	✓		✓	✓
	Kinion	✓		✓	✓
	Petty	✓		✓	✓
	Tennant	✓		✓	✓
	Schoppmeyer	absent		absent	absent
	Mayor Jordan				

6-1

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6-1

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

Subject:	Nabholz of Bixby, Oklahoma				
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Marsh</i>			
C. 1 New Business <i>Passed</i> 181-15	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>absent</i>			
	Mayor Jordan				

7-0

Subject:	Bid No. 15-47 Peterbilt of Fort Smith				
Motion To:		<i>Approve</i>			
Motion By:		<i>Petty</i>			
Seconded:		<i>Long</i>			
C. 2 New Business <i>passed</i> 182-15	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>absent</i>			
	Mayor Jordan				

7-0

Subject:	Bid No. LSC-2015 Benchmark Construction				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Long</i>			
C. 3 New Business <i>passed</i> 183-15	La Tour	<i>N</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>absent</i>			
	Mayor Jordan				

6-1

Subject:	Apple Seeds, Inc.				
Motion To:		<i>Approve</i>			
Motion By:		<i>Tennant</i>			
Seconded:		<i>Marsh</i>			
C. 4 New Business <i>passed</i> 184-15	La Tour	<i>N</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>absent</i>			
	Mayor Jordan				

6-1

Subject:	Brett Michael Maguire and Kimberly Ann Maguire Real Estate Contract				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Long</i>			
C. 5 New Business <i>passed</i> <i>105-15</i>	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>Absent</i>			
	Mayor Jordan				

7-0

Subject:	City Sales and Use Tax Bonds				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Gray</i>	<i>Gray</i>		
Seconded:		<i>Petty</i>	<i>Marsh</i>		
C. 6 New Business <i>passed</i> <i>5803</i>	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>absent during the vote.</i>	<i>absent during the vote.</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Mayor Jordan				

6-0

6-0

7-0

Subject:	Theatre Squared City Council Support				
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Marsh</i>			
C. 7 New Business <i>passed</i> 1810-15	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>absent</i>			
	Mayor Jordan				

7-0

Subject:	RZN 15-5179 (324 N. Hornsby Dr./Markham Hill Rezone)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Marsh</i>	<i>Gray</i>		
Seconded:		<i>Long</i>	<i>Marsh</i>		
C. 8 New Business <i>passed</i> 5804	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Mayor Jordan				

7-0

7-0

7-0

Subject:	RZN 15-5156 (1220 W. Cleveland St./Expired PZD 12-4079)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Gray</i>	<i>Gray</i>		
Seconded:		<i>Tennant</i>	<i>Marsh</i>		
C. 9 New Business <i>passed</i> 5805	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Mayor Jordan				

7-0

7-0

7-0

Subject:	RZN 15-5165 (1118 S. Dunn Ave./Pearson Development)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Marsh</i>	<i>Tennant</i>		
Seconded:		<i>Long</i>	<i>Long</i>		
C. 10 New Business <i>passed</i> 5806	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Mayor Jordan				

7-0

7-0

7-0

Subject:	RZN 15-5174 (S. End of Ruppel Rd./Striker Development)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Marsh	Marsh		
Seconded:		Long	La Tour		
C. 11 New Business <u>passed</u> 5807	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	absent	absent	absent	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:	VAC 15-5087 (1005 E. Rockwood Trail/ L & F Construction)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Gray		
Seconded:		Marsh	Marsh		
C. 12 New Business <u>passed</u> 5808	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	absent	absent	absent	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:	VAC 15-5157 (688 N. Whitham Ave./1st Western Bank)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Tennant		
Seconded:		Long	La Tour		
C. 13 New Business <u>passed</u> 5809	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	absent during the vote	absent during the vote	absent during the vote	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	absent	absent	absent	
	Mayor Jordan				

6-0

6-0

6-0

Subject:	VAC 15-5161 (2055 E. Signal Hill Depot/Butterfield Trail Village)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Marsh	Long		
Seconded:		Long	Tennant		
C. 14 New Business <u>passed</u> 5810	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	absent	absent	absent	
	Mayor Jordan				

7-0

7-0

7-0

Subject:	VAC 15-5176 (Mark Mills Lane/Summit Place SD)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Marsh	Gray		
Seconded:		Gray	Marsh		
C. 15 New Business <u>passed</u> 50811	La Tour	✓	✓	✓	
	Long	✓	N	N	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	absent	absent	absent	
	Mayor Jordan				

7-0

6-1

6-1

Subject:	VAC 15-5177 (1375 N. Leverett Ave./Noble Oaks Apts.)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Long		
Seconded:		Long	La Tour		
C. 16 New Business <u>passed</u> 50812	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	absent	absent	absent	
	Mayor Jordan				

7-0

7-0

7-0

Subject:	VAC 15-5178 (SW Corner Joyce & Steele Blvds./CMN Lots 3 & 4)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Long</i>	<i>Petty</i>		
Seconded:		<i>Gray</i>	<i>Long</i>		
C. 17 New Business <i>passed</i> 5813	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>Absent</i>	<i>absent</i>	<i>absent</i>	
	Mayor Jordan				

7-0

7-0

7-0

Subject:	Amend §156.03 Development, Parking and Loading				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Marsh</i>	<i>Gray</i>		
Seconded:		<i>Long</i>	<i>Marsh</i>		
C. 18 New Business <i>passed</i> 5814	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>Absent</i>	<i>absent</i>	<i>absent</i>	
	Mayor Jordan				

7-0

7-0

7-0

Subject:	Parking Division Full Time Equivalent Position				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Marsh</i>			
C. 19 New Business <i>passed</i> 187-15	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	<i>absent</i>			
	Mayor Jordan				

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	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: October 7, 2015

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of October 6, 2015

1. A resolution authorize acceptance of a 2015 Justice Assistance Grant Local Solicitation Award in the amount of \$72,774.00, of which \$29,576.00 will be used by the Fayetteville Police Department, with \$28,943.00 to be disbursed to the City of Springdale and \$14,255.00 to Washington County, and to approve a budget adjustment.
2. A resolution to authorize acceptance of a fifty percent (50%) matching grant award from the 2015 Bulletproof Vest Partnership Program in the amount of \$6,056.00 for the replacement of body armor vests for Fayetteville police officers, and to approve a budget adjustment.
3. A resolution to approve Fayetteville Police Department Policies 1.1.1, law Enforcement Role; 1.2.3, Bias Based Profiling Prohibited; 1.3.4, Less-Lethal Weapons and Defensive Tactics; 12.1.1, Organizational Structure, Functions and Direction; 12.2.1, Policies, Procedures and Rules Development and Review Procedures; 22.2.8, Military Activations; 25.1, Grievance Procedures; 33.1, Training; 35.1.1, Performance Evaluations/Personnel Early Warning System; 41.2.5, Missing Persons; 41.2.7, Department Response to Mentally Ill Subjects; 41.3.5, Grooming and Uniform Requirements; 42.1.1, Criminal Investigations; 44.1.1, Juvenile Operations; and 84.1.1, Property Management, Acquired and In-Custody.
4. A resolution to award bid no. 15-48 and authorize a contract with Alliance Pump & Mechanical, Inc. in the amount of \$78,950.00 plus applicable taxes to rebuild seven (7) gearboxes at the Noland Wastewater Treatment Plant.
5. A resolution to approve change order no. 1 to the contract with Blueingreen, LLC in the total amount of \$58,269.06 to fund the sales taxes for ozone equipment necessary

for the project and an increase of Blueingreen, LLC's warranty bond from one year to two years, and to approve a budget adjustment.

6. A resolution to authorize the purchase of a hydrovection oven from Trimark Strategic Equipment, Inc. in the amount of \$21,848.40 plus applicable taxes, pursuant to a National Joint Powers Alliance Cooperative Purchasing Agreement, for use by the Fayetteville Senior Center.
7. A resolution to approve task order no. 4 with Garver, LLC in the amount of \$27,500.00 for design, bidding and construction oversight services for the Drake Field Airfield Roof Rehabilitation Project.
8. A resolution to approve change order no. 1 to the contract with Hi-Lite Airfield Services, LLC in the amount of \$8,895.00 to increase the quantities of airfield pavement markings to be rehabilitated.
9. A resolution to approve a one year video services contract with Washington County in the amount of \$750.00 per month for the City's Media Services Division to record, telecast, stream and archive meetings of the Washington County Quorum Court and certain committees, and to approve a 0.25 full time equivalent position increase.
10. A resolution to approve a utility relocation agreement with AEP/SWEPCO for utility relocations as part of the Old Wire Road/Highway 45 intersection improvements project, with the total amount to be paid by the City of Fayetteville not to exceed \$46,718.86.
11. An ordinance to amend section 172.05 of the Unified Development Code to remove minimum parking standards for non-residential uses.
12. An ordinance levying a tax on the Real and Personal Property within the City of Fayetteville, Arkansas, for the year 2015 fixing the rate thereof at 2.3 mills for General Fund operations, 0.4 mills for the Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief fund and 1.0 mill for the Fayetteville Public Library; and certifying the same to the County Clerk of Washington County, Arkansas.
13. A resolution to authorize the purchase of a rotary lift system from Nabholz of Bixby, Oklahoma in the amount of \$45,990.85 plus applicable taxes pursuant to a National Joint Powers Alliance Cooperative Purchasing Agreement for use by Fleet Operations.
14. A resolution to award bid no. 15-47 and authorize the purchase of a Peterbilt 320 Diesel Truck with Labrie/Wittke superduty front loader from Peterbilt of Fort Smith in the amount of \$243,520.00 for use by the Recycling and Trash Collection Division.

15. A resolution to award bid no. LSC-2015 and authorize a contract with Benchmark Construction in the amount of \$37,000.00 for a Kitchen Rehabilitation Project at Lifesource International using Community Development Block Grant funds.
16. A resolution to authorize the sale of approximately 0.75 acre of City-owned real property located at 2648 Old Wire Road to Apple Seeds, Inc. for the amount of \$200,000.00, and to approve a twenty (20) year lease agreement with Apple Seeds, Inc. for approximately two (2) acres on the north end of Gulley Park for the purpose of operating a teaching farm.
17. A resolution to authorize the sale of approximately 0.50 acre of city-owned real property located at 2634 Old Wire Road to Brett Michael Maguire and Kimberly Ann Maguire for the amount of \$111,500.00.
18. An ordinance authorizing the issuance and sale of the City's Sales and Use Tax Capital Improvement Bonds, Series 2015, for the purpose of financing a portion of the costs of certain street improvements; authorizing the execution and delivery of a fourth supplemental trust indenture pursuant to which the bonds will be issued and secured; authorizing the execution and delivery of an official statement pursuant to which the bonds will be offered; authorizing the execution and delivery of a bond purchase agreement providing for the sale of the bonds; authorizing the execution and delivery of a continuing disclosure agreement; and prescribing other matters relating thereto.
19. A resolution to express the City Council's support of Theatre Squared and its intent to lease 0.8 acre of City property at the southeast corner of West and Spring as Theatre Squared's new permanent performance facility.
20. An ordinance to rezone that property described in rezoning petition RZN 15-5179, for approximately 1.39 acres from RSF-4, Residential Single Family, 4 Units Per Acre to NC, Neighborhood Conservation, and RSF-8, Residential Single Family, 8 Units Per Acre.
21. An ordinance to rezone that property described in rezoning petition RZN 15-5156, for approximately 2.71 acres, located at 1220 and 1226 W. Cleveland Street and 725, 727 and 805 Hall Avenue from R-PZD, Residential Planned Zoning District to RSF-4, Residential Single Family, 4 Units Per Acre and P-1, Institutional.
22. An ordinance to rezone that property described in rezoning petition RZN 15-5165, for approximately 0.23 acres, located at 1118 S. Dunn Avenue from I-1, Heavy Commercial and Light Industrial to NC, Neighborhood Conservation.

23. An ordinance to rezone that property described in rezoning petition RZN 15-5174, for approximately 102 acres, located at the southern end of Ruppel Road from NC, Neighborhood Conservation; CS, Community Services; R-A, Residential-Agricultural; RSF-4, Residential Single Family, 4 Units Per Acre; and RSF-2, Residential Single Family, 2 Units Per Acre to R-A, Residential-Agricultural; RSF-2, Residential Single Family, 2 Units Per Acre; RSF-4, Residential Single Family, 4 Units Per Acre; NC, Neighborhood Conservation and CS, Community Services.
24. An ordinance to approve VAC 15-5087 submitted by Fred Patrick for property located at 1005 Rockwood Trail to vacate an alley right of way.
25. An ordinance to approve VAC 15-5157 submitted by Gene Buescher for property located at 688 Whitham Avenue to vacate an alley right of way.
26. An ordinance to approve VAC 15-5161 submitted by Joe Perme for property located at 2055 E. Signal Hill Depot to vacate a portion of a utility easement.
27. An ordinance to approve VAC 15-5176 submitted by Blew & Associates, Inc. for property located along Mark Mills Lane to vacate portions of a conservation easement.
28. An ordinance to approve VAC 15-5177 submitted by Jorgensen & Associates, Inc. for property located at 1375 N. Leverett Avenue to vacate a portion of a utility easement.
29. An ordinance to approve VAC 15-5178 submitted by Jorgensen & Associates, Inc. for property located at the southwest corner of Joyce & Steele Boulevards to vacate portions of utility, drainage and trail easements.
30. An ordinance to amend § 156.03 **Development, Parking and Loading** of the Variances Chapter of the Unified Development Code to establish a variance procedure for commercial, office and mixed use design and development standards.
31. A resolution to authorize the addition of 1.0 full time equivalent position to the Parking Division to provide four part time employees to staff event parking in the Spring Street Parking Deck.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, October 6, 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:**

1. [2015-0374](#)
CITY COUNCIL MEETING PRESENTATION - FAYETTEVILLE
NATURAL HERITAGE ASSOCIATION CHECK PRESENTATION
RELATED TO KESSLER MOUNTAIN RESERVE
2. [2015-0451](#)
CITY COUNCIL MEETING PRESENTATION - OZARK REGIONAL
TRANSIT PRESENTATION

Agenda Additions:**A. Consent:**

- A. 1 [2014-0512](#)
APPROVAL OF THE SEPTEMBER 15, 2015 CITY COUNCIL
MEETING MINUTES.
- A. 2 [2015-0418](#)
**2015 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION
AWARD:**

A RESOLUTION AUTHORIZE ACCEPTANCE OF A 2015 JUSTICE
ASSISTANCE GRANT LOCAL SOLICITATION AWARD IN THE
AMOUNT OF \$72,774.00, OF WHICH \$29,576.00 WILL BE USED BY
THE FAYETTEVILLE POLICE DEPARTMENT, WITH \$28,943.00 TO
BE DISBURSED TO THE CITY OF SPRINGDALE AND \$14,255.00 TO
WASHINGTON COUNTY, AND TO APPROVE A BUDGET
ADJUSTMENT

Attachments: [SRP - 2015 JAG Local Award](#)
[BA - 2015 JAG Local](#)

A. 3 [2015-0420](#)**2015 BULLETPROOF VEST PARTNERSHIP PROGRAM
MATCHING GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A FIFTY PERCENT (50%) MATCHING GRANT AWARD FROM THE 2015 BULLETPROOF VEST PARTNERSHIP PROGRAM IN THE AMOUNT OF \$6,056.00 FOR THE REPLACEMENT OF BODY ARMOR VESTS FOR FAYETTEVILLE POLICE OFFICERS, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[CCAP - 2015 BVP Award](#)[BA - 2015 BVP Grant Award](#)**A. 4** [2015-0445](#)**FAYETTEVILLE POLICE DEPARTMENT POLICIES:**

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 1.1.1, LAW ENFORCEMENT ROLE; 1.2.3, BIAS BASED PROFILING PROHIBITED; 1.3.4, LESS- LETHAL WEAPONS AND DEFENSIVE TACTICS; 12.1.1, ORGANIZATIONAL STRUCTURE, FUNCTIONS AND DIRECTION; 12.2.1, POLICIES, PROCEDURES AND RULES DEVELOPMENT AND REVIEW PROCEDURES; 22.2.8, MILITARY ACTIVATIONS; 25.1, GRIEVANCE PROCEDURES; 33.1, TRAINING; 35.1.1, PERFORMANCE EVALUATIONS/PERSONNEL EARLY WARNING SYSTEM; 41.2.5, MISSING PERSONS; 41.2.7, DEPARTMENT RESPONSE TO MENTALLY ILL SUBJECTS; 41.3.5, GROOMING AND UNIFORM REQUIREMENTS; 42.1.1, CRIMINAL INVESTIGATIONS; 44.1.1, JUVENILE OPERATIONS; AND 84.1.1, PROPERTY MANAGEMENT, ACQUIRED AND IN-CUSTODY

Attachments:[Agenda Packet - Police Policies 10062015](#)**A. 5** [2015-0411](#)**BID NO. 15-48 ALLIANCE PUMP & MECHANICAL, INC.:**

A RESOLUTION TO AWARD BID NO. 15-48 AND AUTHORIZE A CONTRACT WITH ALLIANCE PUMP & MECHANICAL, INC. IN THE AMOUNT OF \$78,950.00 PLUS APPLICABLE TAXES TO REBUILD SEVEN (7) GEARBOXES AT THE NOLAND WASTEWATER TREATMENT PLANT

Attachments:[2015-0411 - Packet - Bid 15-48 - Noland WWTP Gearbox Rebuilds](#)

A. 6 [2015-0424](#)**BLUEINGREEN, LLC CHANGE ORDER NO. 1:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH BLUEINGREEN, LLC IN THE TOTAL AMOUNT OF \$58,269.06 TO FUND THE SALES TAXES FOR OZONE EQUIPMENT NECESSARY FOR THE PROJECT AND AN INCREASE OF BLUEINGREEN, LLC'S WARRANTY BOND FROM ONE YEAR TO TWO YEARS, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BlueInGreenLLC_CO#1_Agenda_Packet](#)
[BA-BlueInGreen LLC](#)

A. 7 [2015-0429](#)**TRIMARK STRATEGIC EQUIPMENT, INC.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A HYDROVECTION OVEN FROM TRIMARK STRATEGIC EQUIPMENT, INC. IN THE AMOUNT OF \$21,848.40 PLUS APPLICABLE TAXES, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE FAYETTEVILLE SENIOR CENTER

Attachments: [Senior Center Oven Agenda Packet](#)

A. 8 [2015-0427](#)**GARVER, LLC TASK ORDER NO. 4:**

A RESOLUTION TO APPROVE TASK ORDER NO. 4 WITH GARVER, LLC IN THE AMOUNT OF \$27,500.00 FOR DESIGN, BIDDING AND CONSTRUCTION OVERSIGHT SERVICES FOR THE DRAKE FIELD AIRFIELD ROOF REHABILITATION PROJECT

Attachments: [Legistar 15-0427 package \(2\) Garver Task Order 04 - FYV Airfield Roof Rehabil](#)

A. 9 [2015-0447](#)**HI-LITE AIRFIELD SERVICES, LLC CHANGE ORDER NO. 1:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH HI-LITE AIRFIELD SERVICES, LLC IN THE AMOUNT OF \$8,895.00 TO INCREASE THE QUANTITIES OF AIRFIELD PAVEMENT MARKINGS TO BE REHABILITATED

Attachments: [Legistar 2015-0447 HiLite CO1 091815 091815](#)

A. 10 [2015-0414](#)**WASHINGTON COUNTY VIDEO SERVICES CONTRACT:**

A RESOLUTION TO APPROVE A ONE YEAR VIDEO SERVICES CONTRACT WITH WASHINGTON COUNTY IN THE AMOUNT OF \$750.00 PER MONTH FOR THE CITY'S MEDIA SERVICES DIVISION TO RECORD, TELECAST, STREAM AND ARCHIVE MEETINGS OF THE WASHINGTON COUNTY QUORUM COURT AND CERTAIN COMMITTEES, AND TO APPROVE A 0.25 FULL TIME EQUIVALENT POSITION INCREASE

Attachments:[Wash Co Video Services Contract](#)**A. 11** [2015-0446](#)**SWEPCO UTILITY RELOCATIONS:**

A RESOLUTION TO APPROVE A UTILITY RELOCATION AGREEMENT WITH AEP/SWEPCO FOR UTILITY RELOCATIONS AS PART OF THE OLD WIRE ROAD/HIGHWAY 45 INTERSECTION IMPROVEMENTS PROJECT, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$46,718.86

Attachments:[Legistar Item 2015-0446](#)**B. Unfinished Business:****B. 1** [2015-0330](#)**ADM 15-5093 (UDC CHAPTERS 161, 164 AND 172 - SINGLE FAMILY AND TWO FAMILY INFILL)**

AN ORDINANCE AMENDING TITLE XV UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE TO AMEND CHAPTERS 161, 164 AND 172 TO MODIFY THE BULK AND AREA REGULATIONS TO ENCOURAGE SMALL LOT SINGLE FAMILY AND TWO FAMILY INFILL IN MULTI-FAMILY ZONING DISTRICTS AND TO INCLUDE MINIMUM DESIGN STANDARDS FOR THIS TYPE OF DEVELOPMENT

Attachments:[15-5093 Amended Memo, Ordinance, Exhibits](#)[15-5093 CC EX A](#)[15-5093 CC EX B](#)[15-5093 CC reports](#)

At the August 4, 2015 City Council meeting, this ordinance was tabled to the October 6, 2015 City Council meeting.

B. 2 [2015-0372](#)**AMEND 172.05 (ADM 15-5088 UDC AMENDMENT CHAPTER 172.05 NON-RESIDENTIAL PARKING REQUIREMENTS:**

AN ORDINANCE TO AMEND SECTION 172.05 OF THE UNIFIED DEVELOPMENT CODE TO REMOVE MINIMUM PARKING STANDARDS FOR NON-RESIDENTIAL USES

Attachments:[15-5088 Parking Standards - Amended Memo & Exh A](#)[15-5088 CC EX A](#)[15-5088 CC Staff reports](#)[Supplemental Materials](#)[C. 4 Additional Amend 172.05 Memo](#)[C. 4 Tom Overbey Email ADMIN 15-5088 090115](#)

At the September 1, 2015 City Council meeting, this ordinance was left on the first reading. At the September 15, 2015 City Council meeting, this ordinance was left on the second reading.

B. 3 [2015-0405](#)**2015 MILLAGE LEVY:**

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2015 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND AND 1.0 MILL FOR THE FAYETTEVILLE PUBLIC LIBRARY; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

Attachments:[Millage Levy Agenda Packet](#)[FD Presentation](#)[PD Presentation](#)

At the September 15, 2015 City Council meeting, this ordinance was left on the first reading.

C. New Business:

C. 1 [2015-0423](#)**NABHOLZ OF BIXBY, OKLAHOMA:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A ROTARY LIFT SYSTEM FROM NABHOLZ OF BIXBY, OKLAHOMA IN THE AMOUNT OF \$45,990.85 PLUS APPLICABLE TAXES PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT FOR USE BY FLEET OPERATIONS

Attachments:[SRP - Lift System](#)**C. 2** [2015-0422](#)**BID NO. 15-47 PETERBILT OF FORT SMITH:**

A RESOLUTION TO AWARD BID NO. 15-47 AND AUTHORIZE THE PURCHASE OF A PETERBILT 320 DIESEL TRUCK WITH LABRIE/WITTKER SUPERDUTY FRONT LOADER FROM PETERBILT OF FORT SMITH IN THE AMOUNT OF \$243,520.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments:[SRP - Front Loader SWCM 4032](#)**C. 3** [2015-0428](#)**BID NO. LSC-2015 BENCHMARK CONSTRUCTION:**

A RESOLUTION TO AWARD BID NO. LSC-2015 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION IN THE AMOUNT OF \$37,000.00 FOR A KITCHEN REHABILITATION PROJECT AT LIFESOURCE INTERNATIONAL USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Attachments:[LifeSource Kitchen Improvements Agenda Packet](#)**C. 4** [2015-0454](#)**APPLE SEEDS, INC.:**

A RESOLUTION TO AUTHORIZE THE SALE OF APPROXIMATELY 0.75 ACRE OF CITY-OWNED REAL PROPERTY LOCATED AT 2648 OLD WIRE ROAD TO APPLE SEEDS, INC. FOR THE AMOUNT OF \$200,000.00, AND TO APPROVE A TWENTY (20) YEAR LEASE AGREEMENT WITH APPLE SEEDS, INC. FOR APPROXIMATELY TWO (2) ACRES ON THE NORTH END OF GULLEY PARK FOR THE PURPOSE OF OPERATING A TEACHING FARM

Attachments:[Apple Seeds - Legistar Packet](#)

C. 5 [2015-0453](#)**BRETT MICHAEL MAGUIRE AND KIMBERLY ANN MAGUIRE
REAL ESTATE CONTRACT:**

A RESOLUTION TO AUTHORIZE THE SALE OF APPROXIMATELY 0.50 ACRE OF CITY-OWNED REAL PROPERTY LOCATED AT 2634 OLD WIRE ROAD TO BRETT MICHAEL MAGUIRE AND KIMBERLY ANN MAGUIRE FOR THE AMOUNT OF \$111,500.00

Attachments:[2634 Legistar Packet](#)**C. 6** [2015-0433](#)**CITY SALES AND USE TAX BONDS:**

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SALES AND USE TAX CAPITAL IMPROVEMENT BONDS, SERIES 2015, FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF CERTAIN STREET IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO

Attachments:[2015-0433 Bond Ordinance](#)**C. 7** [2015-0407](#)**THEATRE SQUARED CITY COUNCIL SUPPORT:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT OF THEATRE SQUARED AND ITS INTENT TO LEASE 0.8 ACRE OF CITY PROPERTY AT THE SOUTHEAST CORNER OF WEST AND SPRING AS THEATRE SQUARED'S NEW PERMANENT PERFORMANCE FACILITY

Attachments:[Theatre Squared Agenda Item](#)

C. 8 [2015-0438](#)**RZN 15-5179 (324 N. HORNSBY DR./MARKHAM HILL REZONE):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5179, FOR APPROXIMATELY 1.39 ACRES FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION, AND RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments:[15-5179 CC EX A-B-C](#)[15-5179 Staff Report](#)**C. 9** [2015-0442](#)**RZN 15-5156 (1220 W. CLEVELAND ST./EXPIRED PZD 12-4079):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5156, FOR APPROXIMATELY 2.71 ACRES, LOCATED AT 1220 AND 1226 W. CLEVELAND STREET AND 725, 727 AND 805 HALL AVENUE FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE AND P-1, INSTITUTIONAL

Attachments:[15-5156 CC EXHIBITS](#)[15-5156 CC DOCS](#)**C. 10** [2015-0441](#)**RZN 15-5165 (1118 S. DUNN AVE./PEARSON DEVELOPMENT):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5165, FOR APPROXIMATELY 0.23 ACRES, LOCATED AT 1118 S. DUNN AVENUE FROM I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL TO NC, NEIGHBORHOOD CONSERVATION

Attachments:[15-5165 CC EXHIBITS](#)[15-5165 CC DOCS](#)

C. 11 [2015-0432](#)**RZN 15-5174 (S. END OF RUPPLE RD./STRIKER DEVELOPMENT):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5174, FOR APPROXIMATELY 102 ACRES, LOCATED AT THE SOUTHERN END OF RUPPLE ROAD FROM NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES; R-A, RESIDENTIAL-AGRICULTURAL; RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE; AND RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO R-A, RESIDENTIAL-AGRICULTURAL; RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE; RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE; NC, NEIGHBORHOOD CONSERVATION AND CS, COMMUNITY SERVICES

Attachments:[15-5174 CC Exhibits](#)[15-5174 CC reports](#)**C. 12** [2015-0440](#)**VAC 15-5087 (1005 E. ROCKWOOD TRAIL/ L & F CONSTRUCTION):**

AN ORDINANCE TO APPROVE VAC 15-5087 SUBMITTED BY FRED PATRICK FOR PROPERTY LOCATED AT 1005 ROCKWOOD TRAIL TO VACATE AN ALLEY RIGHT OF WAY

Attachments:[15-5087 CC EXHIBITS](#)[15-5087 CC DOCS](#)**C. 13** [2015-0437](#)**VAC 15-5157 (688 N. WHITHAM AVE./1ST WESTERN BANK):**

AN ORDINANCE TO APPROVE VAC 15-5157 SUBMITTED BY GENE BUESCHER FOR PROPERTY LOCATED AT 688 WHITHAM AVENUE TO VACATE AN ALLEY RIGHT OF WAY

Attachments:[15-5157 CC EX A & B](#)[15-5157 Staff Report](#)

C. 14 [2015-0436](#)**VAC 15-5161 (2055 E. SIGNAL HILL DEPOT/BUTTERFIELD TRAIL VILLAGE):**

AN ORDINANCE TO APPROVE VAC 15-5161 SUBMITTED BY JOE PERME FOR PROPERTY LOCATED AT 2055 E. SIGNAL HILL DEPOT TO VACATE A PORTION OF A UTILITY EASEMENT

Attachments:[15-5161 CC EX A & B](#)[15-5161 Staff Report](#)**C. 15** [2015-0434](#)**VAC 15-5176 (MARK MILLS LANE/SUMMIT PLACE SD):**

AN ORDINANCE TO APPROVE VAC 15-5176 SUBMITTED BY BLEW & ASSOCIATES, INC. FOR PROPERTY LOCATED ALONG MARK MILLS LANE TO VACATE PORTIONS OF A CONSERVATION EASEMENT

Attachments:[15-5176 CC Exhibits](#)[15-5176 CC reports](#)**C. 16** [2015-0439](#)**VAC 15-5177 (1375 N. LEVERETT AVE./NOBLE OAKS APTS.):**

AN ORDINANCE TO APPROVE VAC 15-5177 SUBMITTED BY JORGENSEN & ASSOCIATES, INC. FOR PROPERTY LOCATED AT 1375 N. LEVERETT AVENUE TO VACATE A PORTION OF A UTILITY EASEMENT

Attachments:[15-5177 CC EXHIBITS](#)[15-5177 CC DOCS](#)**C. 17** [2015-0443](#)**VAC 15-5178 (SW CORNER JOYCE & STEELE BLVDS./CMN LOTS 3 & 4):**

AN ORDINANCE TO APPROVE VAC 15-5178 SUBMITTED BY JORGENSEN & ASSOCIATES, INC. FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF JOYCE & STEELE BOULEVARDS TO VACATE PORTIONS OF UTILITY, DRAINAGE AND TRAIL EASEMENTS

Attachments:[15-5178 CC EXHIBITS](#)[15-5178 CC DOCS](#)

C. 18 [2015-0435](#)**AMEND § 156.03 DEVELOPMENT, PARKING AND LOADING:**

AN ORDINANCE TO AMEND § 156.03 **DEVELOPMENT, PARKING AND LOADING** OF THE VARIANCES CHAPTER OF THE UNIFIED DEVELOPMENT CODE TO ESTABLISH A VARIANCE PROCEDURE FOR COMMERCIAL, OFFICE AND MIXED USE DESIGN AND DEVELOPMENT STANDARDS

Attachments:[15-5124 CC reports](#)**C. 19** [2015-0425](#)**PARKING DIVISION FULL TIME EQUIVALENT POSITION:**

A RESOLUTION TO AUTHORIZE THE ADDITION OF 1.0 FULL TIME EQUIVALENT POSITION TO THE PARKING DIVISION TO PROVIDE FOUR PART TIME EMPLOYEES TO STAFF EVENT PARKING IN THE SPRING STREET PARKING DECK

Attachments:[Event Parking FTE - CC Packet](#)**D. City Council Agenda Session Presentations:****E. City Council Tour:****F. Announcements:****G. 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 479-575-8330.

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



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0454

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 4

APPLE SEEDS, INC.:

A RESOLUTION TO AUTHORIZE THE SALE OF APPROXIMATELY 0.75 ACRE OF CITY-OWNED REAL PROPERTY LOCATED AT 2648 OLD WIRE ROAD TO APPLE SEEDS, INC. FOR THE AMOUNT OF \$200,000.00, AND TO APPROVE A TWENTY (20) YEAR LEASE AGREEMENT WITH APPLE SEEDS, INC. FOR APPROXIMATELY TWO (2) ACRES ON THE NORTH END OF GULLEY PARK FOR THE PURPOSE OF OPERATING A TEACHING FARM

WHEREAS, Resolution 165-15 approved a contract with Real Assets, Inc. to represent the City in selling two tracts of city-owned property near Gulley Park; and

WHEREAS, Apple Seeds, Inc. has made an offer to purchase the tract containing approximately 0.75 acres with a house and barn, contingent upon City Council approval of a lease agreement for two acres of property for the purpose of operating a teaching farm, its ability to obtain financing, and its ability to obtain a conditional use permit for the operation of the teaching farm.

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 determines that the property located at 2648 Old Wire Road is no longer needed for municipal purposes.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sell approximately 0.75 acre of city-owned real property located at 2648 Old Wire Road to Apple Seeds, Inc. for the sum of \$200,000.00, contingent upon Apple Seeds, Inc. obtaining financing and a conditional use permit for the operation of a teaching farm on the property.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a twenty (20) year land lease agreement, a copy of which is attached to this Resolution, with Apple Seeds, Inc. for approximately two (2) acres of property on the north end of Gulley Park for the purpose of operating a teaching farm.

City of Fayetteville Staff Review Form

2015-0454

Legistar File ID

10/6/2015

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

Connie Edmonston

9/25/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Real Estate Contract with Apple Seeds, Inc. to purchase house on 2648 Old Wire Road by Gulley Park in the amount of \$200,000 and approval of two acres Land Lease Agreement in Gulley Park.

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 # 165-15,157-14

Original Contract Number:

Approval Date:

Comments: Request for approval of an offer to sell a city-owned house located adjacement to Gulley Park.

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Connie Edmonston, Parks and Recreation Director

DATE: September 25, 2015

SUBJECT: Approval of Real Estate Contract with Apple Seeds, Inc. to purchase house on 2648 Old Wire Road by Gulley Park in the amount of \$200,000.00 and approval of two acres Land Lease Agreement in Gulley Park

RECOMMENDATION:

Approval of a Real Estate Contract with Apple Seeds, Inc. to purchase a house on 2648 Old Wire Road by Gulley Park in the amount of \$200,000 and approval of a two acres Land Lease Agreement in Gulley Park.

BACKGROUND:

On September 15, 2015, City Council approved Resolution 165-15 authorizing a contract with Real Assets, Inc. to represent the City in selling approximately 1.25 acres of city-owned real property on Old Wire Road near Gulley Park for a six percent (6%) commission. The houses were listed at the appraised values or best offer as follows: \$111,500.00 for 2634 Old Wire Road and \$218,500.000 for 2648 Old Wire Road. The City has followed the Sale of Municipal Owned Property as outlined in City Ordinance §34.27 Sale of Municipally Owned Real Property.

DISCUSSION:

The City has received two offers for the property on 2648 Old Wire Road that includes a house and shop building on a 0.75 acre lot. The first offer was received on September 16, 2015 for \$136,000.00. The City rejected this offer. On September 17, 2015 an offer in the amount of \$200,000.00 was received from Apple Seeds, Inc. This offer was contingent upon receiving suitable in-house financing; execution of a lease for two acres in Gulley Park adjacent to this property for a teaching farm; approval of a conditional use permit for the operation of a limited business on the property by the Planning Commission; and satisfactory inspection of the property by the buyer.

Apple Seeds, Inc. intentions are to purchase the house and shop building, as well as lease two acres adjacent in Gulley Park for the establishment of the Apple Seeds Teaching Farm. Their offer for the property is dependent upon City Council's approval of leasing the two acres. The teaching farm is an integral part of their mission and business in which school-age children will learn and experience how to garden. Their program will utilize the house and shop building as an extended teaching classroom and "healthy" cooking area.

Apple Seeds, Inc. is a 501(c)(3) non-profit corporation. Their mission statement is: "Apple Seeds inspires healthy living through garden-based education". Their mission reinforces our Parks and Recreation "Be Active" initiative by encouraging a healthy and active lifestyle, plus it promotes the City's mission to provide a diversified parks system.

A master plan for the additional ten acres of newly acquired land at Gulley Park has not been developed at this point in time. Park and Recreation Staff worked with Apple Seeds to identify land for the two acres teaching farm that would complement the remaining acres in the park. The City Attorney's office drafted a lease agreement similar in nature to the lease at Lake Fayetteville Park with the Botanical Gardens of the Ozarks. The agreement is for a 20 year lease in which Apple Seeds as part of this consideration would provide free access to the teaching farm for all Fayetteville residents on Saturdays from 9 am until noon during the garden's growing season of March through October. In addition, they will provide two free public Garden-Based Educational Workshops each year. The City believes leasing two acres of Gulley Park will be an excellent opportunity for a partnership with a local non-profit organization that is helping us to build a healthier community. If the offer for sale and land lease agreement are both approved by City Council, the conditional use permit will be presented at the October 26, 2015 Planning Commission meeting.

BUDGET/STAFF IMPACT:

Cost for the real estate broker's services will be taken out of the closing costs for the sale of the home. Staff will bring forward recognition of these revenues for a park project in the near future for City Council's consideration.

Attachments:

Staff Review Form
Property Location Map
City Attorney Memo
Real Estate Contract with Apple Seeds, Inc.
Apple Seeds Proposal to the City
Apple Seeds, Inc. Land Lease Agreement
Apple Seeds Board Minutes
Apple Seeds Land Lease Agreement Map
Resolution 165-15: Real Assets, Inc. Contract



2634 and 2648 Old Wire Road
Fayetteville, AR

0 30 60 120 180 240 Feet





OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Connie Edmonston, Parks & Recreation Director

FROM: Kit Williams, City Attorney

DATE: September 24, 2015

RE: Proposed Lease of two acres of recently acquired land to Apple Seeds Farm

As you remember, the Fayetteville City Council recently authorized Mayor Jordan to purchase about 9.7 acres of land adjoining Gulley Park to add it to the park. As part of the \$1.1 million total purchase price, the City purchased the 9.7 acres for \$640,000.00. The City was required to purchase the owners' two houses which we still have been unable to sell for their appraised amounts. We may be able to sell the more modern, better house (2648 Old Wire Road) for \$200,000.00 to Apple Seeds if we agree to a twenty year lease to Apple Seeds for two acres of the land we just purchased. These two acres cost our taxpayers about \$132,000.00 so to be legal, the City's taxpayers must receive a reasonably commensurate rental amount of money or services to support leasing of this land (which will effectively take the land out of public use during the 20 year lease period).

Rather than any money, Apple Seeds is proposing to offer some services for our taxpayers. It is proposing a similar "free admission" to the farm (not buildings) weekly from 9:00 a.m. until noon which is identical to the major consideration for the Botanical Garden lease. This free citizen admission requirement is effective only during March through October each year during the anticipated garden preparation, planting growing, harvesting and winterization period for the garden.

The Botanical Garden lease requires additional free access to Fayetteville students for educational purposes. Apple Seeds is proposing two free to Fayetteville citizens gardening workshops a year (about three hours each scheduled in agreement with the Parks Department). Hopefully Apple Seeds may also work with the Fayetteville School District to provide some additional free educational access for our school students.

The proposed lease is contingent upon Apple Seeds' purchase of 2648 Old Wire Road for their offered price of \$200,000.00. Because of the realtor's fee and closing costs, the net to our taxpayers would be about \$185,000.00 if the sale is consummated. Apple Seeds \$200,000.00 offer is close to the \$218,500.00 that our taxpayers paid for 2648 Old Wire Road. Being able to move quickly to sell 2648 Old Wire Road for \$200,000.00 may be viewed as another part of the consideration to support the 20 year lease of the two acres.

Since the City has not yet accepted the \$200,000.00 offer by Apple Seeds (only the City Council can agree to sell City property), it is possible that a higher or more attractive offer to buy 2648 Old Wire Road could be made. If the City Council would accept a different purchase offer, this lease would never go into effect.

CONCLUSION

The City Council has significant (but not unlimited) discretion in determining whether offered consideration for the lease of City property provides "adequate consideration and serves a proper governmental end." Arkansas Attorney General Opinion No. 2001-135. "The Arkansas Supreme Court has held that even non-monetary consideration can be adequate if a 'public advantage' will result from the lease." *Id.* Non-monetary consideration is what supports our leases with the Senior Center, Walton Arts Center and Botanical Garden of the Ozarks. If your opinion is that Apple Seeds is offering adequate and sufficient public services or other "public advantage" for the proposed lease of the two acres, you may approve the lease and authorize Mayor Jordan to sign it.

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: **086862-700144-2516144**

1. PARTIES: Apple Seeds, Inc.

(individually or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property"):

2. This Property is ☒ Single family detached home with land ☐ One-to-four attached dwelling with land
☐ Manufactured / Mobile Home with land ☐ Condominium / Town Home
(See Condominium/Town Home Addendum Serial No. _____)

ADDRESS AND LEGAL DESCRIPTION:

2648 Old Wire Road, Fayetteville, Arkansas 72703

house, shop building, and .75 acre lot mol.

parcel # 765-16092-000 36-17-30

3. PURCHASE PRICE: Subject to the following conditions, Buyer shall pay the following to Seller and, if so stated in Paragraph 3B assume the following obligations of Seller for the Property (the "Purchase Price"):

- ☒ A. PURCHASE PURSUANT TO NEW FINANCING: Subject to Buyer's ability to obtain financing on the terms and conditions set forth herein and the Property appraising for not less than the Purchase Price, the Purchase Price shall be the exact sum of \$ 200,000.00
with Buyer paying in cash at Closing as down payment, the sum of \$ 20%
with the balance of the Purchase Price (the "Balance") to be paid pursuant to the following:

- ☐ (i) NEW LOAN: Subject to the Buyer's ability to obtain a loan to be secured by the Property in the amount of _____
with such loan to be payable over a period of _____ years. \$ _____

Discount points not to exceed _____ % of loan at Closing. Interest rate will be:

- ☐ Fixed rate not to exceed _____ % per annum (see below)
☐ Variable rate with an initial rate not to exceed _____ % per annum
and a maximum rate not to exceed _____ % per annum (see below)

If the loan rate in Paragraph 3A(i) is available at time of application and Buyer chooses not to lock in loan rate at application through time of Closing, Buyer agrees to accept prevailing loan rate at the time of Closing.

Loan type will be:

- ☐ Conventional. Mortgage Insurance: ☐ Not applicable ☐ Paid as follows:

- ☐ VA. Funding fee paid as follows: *(Continues on Page 2 of 10, for "VA NOTICE TO BUYER")*

- ☐ FHA. Items to be financed: *(Continues on Page 2 of 10, for "FHA NOTICE TO BUYER")*

- ☐ USDA-RD. Items to be financed: _____

- ☒ (ii) OTHER FINANCING: Subject to Buyer's ability to obtain financing in the amount of \$ 80%
from a source and being payable as follows: suitable in-house financing from a local lender

- ☐ B. PURCHASE PURSUANT TO LOAN ASSUMPTION (See Loan Assumption Addendum attached)

- ☐ C. PURCHASE PURSUANT TO CASH: Cash at Closing in the exact sum of _____ \$ _____

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 086862-700144-2516144

3. PURCHASE PRICE: (continued from Page 1)

☐ **IF LOAN TYPE IS VA, I ACKNOWLEDGE THE FOLLOWING "VA NOTICE TO BUYER:"**

It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not incur any penalty by forfeiture of Earnest Money or otherwise be obligated to complete this purchase of the Property described herein, if the Real Estate Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. Buyer shall, however, have the privilege and option of consummating this Real Estate Contract without regard to the amount of the reasonable value of the Property established by the Department of Veterans Affairs. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the Department of Veterans Affairs, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the Department of Veterans Affairs and which Buyer represents will not be from borrowed funds. If Department of Veteran's Affairs reasonable value of the Property is less than the Purchase Price, Seller may reduce the Purchase Price to an amount equal to the Department of Veterans Affairs reasonable value and the parties to the sale shall close at such lower Purchase Price with appropriate adjustments to Paragraph 3 above.

☐ **IF LOAN TYPE IS FHA, I ACKNOWLEDGE THE FOLLOWING "FHA NOTICE TO BUYER:"**

It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money Deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$_____. Buyer shall have the privilege and option of consummating this Real Estate Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

We hereby certify the terms and conditions of this Real Estate Contract are true to the best of our knowledge and belief and any other agreement entered into by any of the parties in connection with this real estate transaction is part of, or attached to, this Real Estate Contract.

- ☐ **Buyer has received HUD/FHA's Form No. HUD-92564-CN,
"For Your Protection: Get a Home Inspection."**

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 086862-700144-2516144

4. AGENCY: (check all that apply)

- ☐ **A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.
- ☒ **B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.
- ☐ **C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 4C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
 - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- ☐ **D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- ☐ **E. NON-REPRESENTATION:** See Non-Representation Disclosure Addendum

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Serial#: 086862-700144-2516144

Prepared by: Kalbu Ball | 1 | Indev and Associates | Kball@indev.net |

Electronically Signed using eSignOnline™ [Session ID : baba0703-1cb3-4ec6-9140-adfd327e973b]

formsimplicity

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: **086862-700144-2516144**

5. LOAN AND CLOSING COSTS: Unless otherwise specified, all of Buyer's closing costs, including origination fees, assumption fees, loan costs, prepaid items, loan discount points, closing fee, and all other financing fees and costs charged by Buyer's lender or any additional fees charged by Closing Agent(s), are to be paid solely by Buyer except for costs that cannot be paid by Buyer. If Buyer is obtaining a VA or FHA loan, the "Government Loan Fees" shall be paid by Seller, up to the sum of \$ _____ (the "Seller Loan Cost Limit"), which is not included in any loan or closing cost provisions listed below. Notwithstanding any provision to the contrary, should the Government Loan Fees exceed the Seller Loan Cost Limit, Seller shall have the option to either pay such excess amount or terminate this Real Estate Contract and have the Earnest Money returned to Buyer. Seller is to pay Seller's closing costs.

Should Buyer be entitled to a credit at Closing for repairs pursuant to Paragraph 16 of this Real Estate Contract, the amount of such credit shall be reflected on the settlement statement(s). Buyer and Seller warrant all funds received by Buyer from Seller (or other sources) will be disclosed to the Closing Agent(s) and reflected on the settlement statement(s).

6. APPLICATION FOR FINANCING: If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 6, Buyer agrees to provide lender with any requested information and pay for any credit report(s) and appraisal(s) required upon request. Unless otherwise specified, if said loan is not closed or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to close is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

7. EARNEST MONEY:

- ☐ A. Yes, see Earnest Money Addendum.
- ☒ B. No.

8. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as the "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this Real Estate Contract. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of Property from market. The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding Deposit. Buyer expressly acknowledges The Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

☒ A. The Deposit is not applicable.

If Buyer is obtaining Government Financing (FHA, VA or other) Deposit is not applicable.

☐ B. Buyer will pay to Seller the Deposit in the amount of \$ _____

- ☐ i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller.
- ☐ ii. Within three (3) business days of execution of Paragraph 4(a) of the Inspection, Repair & Survey Addendum.
- ☐ iii. Other: _____

9. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 30. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed free from any liens, leaseholds or other interests.

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Prepared by: Kathy Bell, J. Lindau and Associates, L.L.C. (kbell@meuhall.net)

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10. TITLE REQUIREMENTS: Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

- ☐ A. Seller shall furnish, at Seller's cost, a complete abstract reflecting merchantable title to Buyer or Buyer's Attorney.
- ☐ B. Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance cost in excess of the cost of a standard owner's title policy.
- ☒ C. Buyer and Seller shall equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price).

☐ D. Other: _____

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

11. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 11A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

- ☐ A. A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor, ☐ showing property lines only ☐ showing all improvements, easements and any encroachments will be provided and paid for by: ☐ Buyer ☐ Seller ☐ Equally split between Buyer and Seller.

☐ B. No survey shall be provided.

☒ C. Other: Seller to provide recent survey

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

12. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein. Buyer and Seller agree to prorate general ad valorem taxes based on the best information available at Closing. Buyer and Seller agree to hold any Closing Agent(s) selected by Buyer and Seller, Listing Firm and Selling Firm harmless for error in such tax proration computation caused by unknown facts or erroneous information (or uncertainty) regarding the Homestead Tax Exemption adopted by the voters of the State of Arkansas in the Year 2000, as amended from time to time.

13. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein all fixtures and attached equipment, if any, are included in the Purchase Price. Such fixtures and attached equipment shall include but not be limited to the following: dishwasher, disposal, trash compactor, ranges, ovens, water heaters, exhaust fans, heating and air conditioning systems, plumbing and septic systems, electrical system, intercom system, ceiling fans, window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings and related hardware, gas or electric grills, awnings, mail boxes, garage door openers and remote controls, antennas, fireplace inserts, _____

and any other items bolted, nailed, screwed, buried or otherwise attached to the Property in a permanent manner. Television satellite receiver dish, cable wiring, water softeners, and propane and butane tanks also remain, if owned by Seller. Buyer is aware the following items are not owned by Seller or do not convey with the Property: _____

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14. OTHER CONTINGENCY:

- ☒ A. No Other Contingency. (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.
- ☐ B. This Real Estate Contract is contingent upon:

on or before (month) _____ (day) _____, (year) _____.

During the term of this Real Estate Contract (Select one):

- ☐ (i) **Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the "Seller's Contingency Notice Addendum" (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice, or (b) five (5) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes the contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller at his sole and exclusive option, may retain the Earnest Money, as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur _____ calendar days from removal. Should Buyer not remove this contingency as specified, this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. All time constraints in this Real Estate Contract referred to in Paragraphs 6, 16B, 17, 18 19B, 20B, and 21 refer to the time Buyer removes the contingency.
- ☐ (ii) **Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and any subordinate Real Estate Contracts entered into by Seller shall not affect this Real Estate Contract.

15. HOME-WARRANTY PLANS: Buyer understands the benefits of a home-warranty contract which may include coverage for most major appliances, plumbing, electrical, heating and air conditioning systems. The home-warranty contract covers unexpected mechanical failures due to wear and tear and is subject to a per-claim deductible. The availability of a home-warranty contract, cost and applicable deductible have been explained to Buyer, and Buyer chooses:

- ☒ A. No home-warranty contract concerning the condition of any real or personal Property to be conveyed from Seller to Buyer for any period after the Closing.
- ☐ B. A limited one-year home-warranty plan will be provided to Buyer concerning the condition of the Property and will be paid for by _____ at a cost not to exceed \$ _____ plus sales tax. This home-warranty contract will not imply any warranty by Seller after Closing. Coverages vary and the coverage received is solely set forth in the home-warranty documents between Buyer and Home-Warranty Company, _____, and no representation or explanation will be provided by Seller, Selling Firm or Listing Firm, Buyer being solely responsible to determine the extent and availability of coverage. Listing Firm and/or Selling Firm may receive compensation from the warranty company.
- ☐ C. Other Warranty: _____

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Prepared by: Kathy Bell, L. Underwood and Associates, L. Kallhoff@kbell.net

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16. INSPECTION AND REPAIRS:

- ☐ A. Subject to Paragraph 25, the sale of the Property, in its condition as existing on the date Buyer signed this Real Estate Contract, shall take place on an "AS IS, WHERE IS, WITH ALL FAULTS BASIS" and Buyer acknowledges and agrees to voluntarily waive and decline any right to further inspect or require repair of the Property. An example are the rights declined and waived by Buyer in Paragraph 16B of this Real Estate Contract.
- ☒ B. Buyer shall have the right, at Buyer's expense, with the cooperation of Seller, to inspect the electrical, mechanical, plumbing, environmental conditions, appliances, and all improvements, structure(s) and components on or about the Property (collectively the "Inspection Items") within TEN (10) BUSINESS DAYS after the date this Real Estate Contract is accepted. Seller, Listing Firm and Selling Firm recommend Buyer use a representative(s) chosen by Buyer to inspect Inspection Items. **Buyer is not relying on Listing Firm or Selling Firm to choose a representative to inspect or re-inspect Inspection Items; Buyer understands any representative desired by Buyer may inspect or re-inspect Inspection Items.** Buyer shall neither make nor cause to be made, unless authorized by Seller in writing, any invasive or destructive Buyer inspections or investigations. Seller agrees to have all utilities connected and turned on to Property to allow Buyer to inspect and re-inspect Inspection Items. If Property being purchased is not new, Buyer acknowledges Inspection Items may not be new. Buyer does not expect Inspection Items to be like new and recognizes ordinary wear and tear to Inspection Items is normal. For the purpose of this Paragraph 16B, "normal working order" means that Inspection Items function for the purpose for which they are intended. The fact any or all Inspection Items may cease to be in normal working order, be discovered or occur, after Closing, shall not require repair by Seller, or provide legal or other liability to Seller, Listing Firm or Selling Firm.

If Buyer elected to inspect the Inspection Items, Buyer shall deliver an Inspection, Repair and Survey Addendum to Seller or Listing Firm within the allotted ten (10) business day period so the Inspection, Repair, and Survey Addendum is actually received by Seller or Listing Firm within the allotted (10) business day period, stating inspections have been performed and listing all items Buyer requests the Seller to repair or stating no repairs are requested. If Buyer is not satisfied with a personal or professional inspection and elects to terminate this Real Estate Contract, both Buyer and Seller agree to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. If Buyer requests repairs, Seller shall have (5) business days to respond to the Buyer's repair request. If Seller does not respond within the allotted (5) business days, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover Earnest Money and both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer and Seller are not able to negotiate requested repairs, Buyer and Seller agree this Real Estate Contract is terminated and further agree to sign a Termination of Contract Addendum. **IN THE EVENT BUYER DOES NOT MAKE THE NECESSARY REQUIRED INSPECTIONS OR DOES NOT PRESENT THE INSPECTION, REPAIR AND SURVEY ADDENDUM TO SELLER OR LISTING FIRM IN THE ALLOTTED TEN (10) BUSINESS DAY TIME PERIOD, BUYER WAIVES ALL RIGHTS TO A RE-INSPECTION AND ASSUMES COMPLETE RESPONSIBILITY FOR ANY AND ALL FUTURE REPAIRS AND THE CONDITION OF THE PROPERTY.**

If Buyer timely inspected Property and Seller received the Inspection, Repair and Survey Addendum within the time period set forth above, Buyer shall have the right to re-inspect all Inspection Items immediately prior to Closing to ascertain whether Inspection Items are in normal working order and to determine whether all requested and accepted repairs have been made. If Inspection Items are found not to be in normal working order upon re-inspection, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover the Earnest Money and, in the event termination is elected, both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer closes on Property believing conditions exist at Property that require repair as allowed by this Paragraph 16B, Buyer waives all right to assert a claim against Seller, Selling Firm or Listing Firm concerning the condition of Property. Buyer understands and agrees that, pursuant to the terms of Paragraph 16B, Buyer will be accepting Property at Closing "AS IS, WHERE IS AND WITH ALL FAULTS".

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17. THIRD PARTY REQUIREMENTS:

Any requirements for repair by FHA, VA, USDA-RD, the lender, termite control company or other "third party" requirements shall be delivered to Seller promptly upon receipt by Buyer. Seller shall have five (5) business days to respond to "Third Party" requirements upon receipt or Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" requirements, or (2) terminate this Real Estate Contract and recover the Earnest Money with Buyer and Seller agreeing to sign the Termination of Contract Addendum. If Buyer and Seller are unable to negotiate for the requested "Third Party" Requirements to be performed, this contract may be terminated with Buyer and Seller both agreeing to sign the Termination of Contract Addendum.

Buyer shall have the right to re-inspect all "Third Party" Requirements immediately prior to closing to ascertain whether "Third Party" Requirements have been made. If Buyer finds "Third Party" Requirements have not been made, Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" Requirements, or (2) terminate this contract and recover the Earnest Money with Buyer and Seller both agreeing to sign the Termination of Contract Addendum.

18. SELLER PROPERTY DISCLOSURE:

- ☐ A. Buyer and Seller acknowledge that upon the authorization of Seller, either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract, nor the rights provided Buyer in Paragraph 16. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- ☒ B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days, after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract, nor the rights provided to Buyer in Paragraph 16.
- ☐ C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 16B OF THIS REAL ESTATE CONTRACT.
- ☐ D. Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND THE LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 16B OF THIS REAL ESTATE CONTRACT.

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19. TERMITE CONTROL REQUIREMENTS:

- ☐ A. None
- ☒ B. A Letter of Clearance (Wood Infestation Report) requiring a Termite Protection Contract with a One-Year (1) Warranty to include treatment if allowed by applicable law and the Arkansas State Plant Board and full protection plan shall be provided by Seller at Seller's cost at closing. Seller shall order a proposal from a licensed Termite Contractor within ten (10) business days after acceptance of this Real Estate Contract. All repairs necessary to allow issuance of such Termite Protection Contract, excluding a new Termite Protection Treatment, are to be part of the Third-Party Requirements pursuant to Paragraph 17. If Buyer is obtaining financing, such Termite Protection Contract shall be in a form acceptable to the Lender and Buyer.
- ☐ C. Other: _____

20. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- ☐ A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- ☒ B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with Earnest Money returned to Buyer and, with neither Buyer nor Seller having further obligation to the other thereafter. Buyer shall submit any request for abatement repairs in writing as part of the Third-Party Requirements specified in Paragraph 17 of the Real Estate Contract. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 20.

- 21. INSURANCE:** This Real Estate Contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the Property within ten (10) business days after the acceptance date of this Real Estate Contract. If Buyer does not deliver to Seller or Listing Firm a written notice from an insurance company within the time set forth above of Buyer's inability to obtain homeowner/hazard insurance on the Property, this condition shall be deemed waived (but without waiver of conditions, if any, set in Paragraph 3) and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this Paragraph 21 and has timely provided written notice to Seller of Buyer's inability to obtain such insurance, this Real Estate Contract shall be terminated with Earnest Money to be returned to Buyer, subject to Earnest Money Addendum

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22. **CLOSING:** Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) November (day) 30, (year) 2015. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date, (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum.

This Real Estate Contract shall, unless otherwise specified in Paragraph 30 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 22 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

☐ D. Prior to Closing. (See Early Occupancy Addendum attached)

27. SEVERABILITY: The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

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28. **MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
29. **BUYER'S DISCLAIMER OF RELIANCE:**
- A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER. LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, MINERAL RIGHTS, AND SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.
- B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.
30. **OTHER:** *This offer is Contingent upon :*
-execution of a lease with the City of Fayetteville for 2 acres in Gulley Park adjacent to the subject property.
-the approval by the planning commission, and any other relevant government official, of a conditional use permit for the operation of a limited business at the subject property.
-a satisfactory inspection by buyer as described in 16B, however buyer will not request any repairs by seller
31. **TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in the Real Estate Contract. Unless otherwise specified, days as it appears in the Real Estate Contract shall mean calendar days. Further, all times and dates set forth in the Real Estate Contract refer to Arkansas Central time and date.
32. **ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 32) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
33. **COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.
34. **FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4 to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Agreement shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.
35. **LICENSEE DISCLOSURE:** Check all that apply:
- ☒ A. Not Applicable.
- ☐ B. One or more parties to this Real Estate Contract acting as a ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License.
- ☐ C. One or more owners of any entity acting as ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License

Real Estate Contract (Residential)

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36. EXPIRATION: This Real Estate Contract expires if not accepted on or before (month) September
(day) 25, (year) 2015, at 5:00 ☐ (a.m.) ☒ (p.m.).

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2015.

FORM SERIAL NUMBER: 086862-700144-2516144

The above Real Estate Contract is executed on
(month) September (day) 17, (year) 2015, at ☐ (a.m.) ☐ (p.m.).

Lindsey and Associates 9/17/2015 12:38 PM PDT
Selling Firm

Signature: Holly Daniels Signature: Emily Collins Board Chair

Printed Name: Holly Daniels Printed Name: Apple Seeds, Inc.

Principal or Executive Broker
Signature: Kathy Ball 9/17/2015 3:46 PM CDT Buyer
Signature: Amanda Warren Board secretary

Printed Name: Kathy Ball Printed Name: Apple Seeds, Inc.
Selling Agent Buyer

The above Real Estate Contract is executed on
(month) 09 (day) 18, (year) 2015, at 10:00 ☒ (a.m.) ☐ (p.m.).

REAL Assets
Listing Firm
Signature: [Signature] Signature: _____

Printed Name: MARK A BREWER Printed Name: _____
Principal or Executive Broker Seller

Signature: [Signature] Signature: _____

Printed Name: MARK A. BREWER Printed Name: _____
Listing Agent Seller

The above offer was ☐ rejected ☐ counter-offered (Form Serial Number _____)

☐ Buyer informed of Notification of Existing Real Estate Contract Addendum
(Form Serial Number _____)

on (month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

Seller's Initials

Seller's Initials

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Serial#: 086862-700144-2516144

Document ID: 086862-700144-2516144 | 1/1/2015 12:38 PM CDT | 1/1/2015 3:46 PM CDT

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General Addendum

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FORM SERIAL NUMBER: 093875-000144-3039195

Regarding the Real Estate Contract (Form Serial Number 086862-700144-2516144),
dated (month) September (day) 17, (year) 2015, between Buyer/Lessee,
Apple Seeds, Inc, and Seller/Lessor,
City of Fayetteville, covering the
real property known as 2648 Old Wire Road, Fayetteville, Arkansas 72703

(the "Property"), the undersigned Buyer and Seller, in consideration for the covenants, agreements
and promises made below and other good and valuable consideration, receipt and sufficiency being
acknowledged, agree as follows:

This contract is subject to approval by the Fayetteville City Council

Fayetteville, Arkansas

-The expiration date on the Real Estate Contract is changed to October 9, 2015

Page 1 of 2

Serial#: 093875-000144-3039195

Downloaded by: Kelly Bell | Lindsey and Associates | KellyBell@outlook.net |

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General Addendum

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This General Addendum, upon its execution by both parties, incorporates by reference all provisions of the above-referenced Real Estate Contract not expressly modified herein. This General Addendum may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

EXPIRATION: This General Addendum shall not be effective unless signed by Buyer/Lessee and Seller/Lessor on or before (month) October (day) 9, (year) 2015, at 5:00 ☐ (a.m.) ☒ (p.m.).

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM. THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2015.

FORM SERIAL NUMBER: 093875-000144-3039195

The above General Addendum is executed on (month) September (day) 23, (year) 2015, at ☐ (a.m.) ☐ (p.m.).

Lindsey and Associates

Selling Firm

Signature: Holly Daniels

9/24/2015 10:55 AM CDT

Signature: Emily Collins Board Chair

Printed Name: Holly Daniels
Principal or Executive Broker

Printed Name: Apple Seeds, Inc.
Buyer/Lessee

Signature: Kathy Ball

9/23/2015 4:15 PM CDT

Signature: Amanda Warren Board secretary

Printed Name: Kathy Ball
Selling Agent

Printed Name: Apple Seeds, Inc.
Buyer/Lessee

The above General Addendum is executed on (month) Sept (day) 23, (year) 2015 at 3:30 ☐ (a.m.) ☒ (p.m.).

Real Assets Inc.

Listing Firm

Signature: Mark A. Brewer

Signature: _____

Printed Name: MARK A. BREWER
Principal or Executive Broker

Printed Name: _____
Seller/Lessor

Signature: Mark A. Brewer

Signature: _____

Printed Name: MARK A. BREWER
Listing Agent

Printed Name: _____
Seller/Lessor

Page 2 of 2

Serial#: 093875-000144-3039195

Prepared by: Kathy Ball, 1 Lindzey and Associates, 1 KathyBall@earthlink.net

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General Buyer/Lessee Disclaimer

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Refers to Real Estate Contract / Rental-Lease Agreement Serial Number _____
Property Address: 2648 Old Wire Road, Fayetteville, Arkansas 72703

Presence of Mold in a Property

Mold, mildew, spores and other microscopic organisms and/or allergens (collectively referred to as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and cause serious physical illnesses, including, but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or the elderly. Mold has also been reported to cause extensive damage to personal and real property.

Existence of Chemical or Drug Substances in a Property

Buyer/Lessee is strongly urged, as part of any pre-closing investigation desired by Buyer/Lessee concerning the Property to: (i) conduct testing for possible existence of chemical(s) to manufacture illegal drugs or illegal drug substances in, on or about the Property, as desired by Buyer/Lessee, and (ii) to visit with applicable law enforcement authorities about possible prior illegal activity on or about the Property.

Presence of a Convicted Sexual Offender in the Neighborhood

If the presence of a registered sex offender is a matter of concern to Buyer/Lessee, Buyer/Lessee understands Buyer/Lessee must contact local law enforcement officials or access the State of Arkansas registered sexual offender website at <http://www.acic.org> regarding such information.

Flood or Flood Prone

If the location of the Property being in a Flood or Flood Prone area is of concern to Buyer, Buyer may access FEMA (Federal Emergency Management Authority) at www.msc.fema.gov regarding such information.

Your mortgage lender may require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to recent amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the property. As a result, you should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after you complete your purchase. In considering your purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

Real estate agents cannot suggest, refer, recommend, or infer that you should or should not use an inspector for Mold, Chemical and Drug Substances. Should you desire an inspection by a qualified inspector, you should contact an inspector who has been authorized and/or certified to capture samples for laboratory testing. No warranty, representation or recommendation can be made by real estate agent(s) concerning any inspector. The Buyer(s)/Lessee(s) signing this disclaimer is/are **STRONGLY URGED** to independently determine the competency of any inspector to be used in connection with the purchase, sale or rental of real estate. By signing this form in the space below, it is acknowledged that the disclaimer listed above has been read and understood, the real estate agent(s) has/have fully complied with the policy outlined herein and I/we understand our responsibility to independently choose and determine the competency of an inspector.

Emily Collins Board Chair

Buyer / Lessee

9/24/2015 10:55 AM CDT

Date

Amanda Warren Board secretary

Buyer / Lessee

9/23/2015 4:15 PM CDT

Date

Non-Exclusive Buyer Representation Agreement

Page 1 of 4



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Form Serial Number: 076473-100144-3039317

1. **RIGHT TO REPRESENT:** In consideration of the services of _____
Lindsey and Associates (by and through the Principal Broker or agent thereof assigned by Selling Firm) (hereafter collectively called "Selling Firm") for the purpose of representing _____
Apple Seeds, Inc (hereafter called "Buyer") to possibly acquire an interest in real property, Buyer and Selling Firm agree to conduct negotiations for property made known to Buyer by Selling Firm (the "Property") through Selling Firm. Listing Firm, as used in this Non-Exclusive Buyer Representation Agreement, is a real estate brokerage firm representing persons having property that Buyer may want to purchase. Listing Firm may be the same as Selling Firm and properties owned by persons represented by Selling Firm may be shown to Buyer only if authorized in Paragraph 3 below. Seller, as used in this Non-Exclusive Buyer Representation Agreement, refers to any owner of a property presented or offered to Buyer.

2. **DURATION OF AGENCY:** Selling Firm's authority as Buyer's agent begins at 12:01 a.m. on (month) September (day) 17, (year) 2015, and expires at 11:59 p.m. on (month) December (day) 30, (year) 2015, or upon completion of the acquisition of the Property, unless extended by mutual written agreement of Buyer and Selling Firm. This Non-Exclusive Buyer Representation Agreement may be cancelled at any time by either party.

3. **AGENCY REPRESENTATION:** Buyer understands that Selling Firm may be in the business of representing both buyers and sellers for the purchase and sale of real property. If Buyer decides to view or purchase property from a Seller also represented by Selling Firm, Buyer hereby agrees that:

☒ **A. SELLING FIRM MAY REPRESENT BOTH BUYER AND SELLER** and such agreement by Buyer means:

- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer agrees Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
- (ii) Buyer, by selecting this option 3A, acknowledges that when Listing/Selling Firm represents both Buyer and Seller a possible conflict of interest exists, and Buyer further agrees to waive and forfeit individual rights to receive the undivided loyalty of Selling Firm.
- (iii) Buyer waives any claim now or hereafter arising out of any conflicts of interest from Selling Firm representing both parties. Buyer acknowledges Selling Firm verbally disclosed that Selling Firm may represent both buyers and others, and Buyer has consented to Selling Firm representing both Buyer and Seller before entering into this Non-Exclusive Buyer Representation Agreement.
- (iv) It is not a breach of fiduciary duty to inform a Seller also represented by Selling Firm of the existence or possibility of offers to purchase the Property other than those contemplated or submitted by Buyer.

☐ **B. SELLING FIRM MAY NOT REPRESENT BOTH:** Buyer understands that Selling Firm may not show to Buyer properties listed with Selling Firm.

Page 1 of 4

Serial#: 076473-100144-3039317

Prepared by: Kathy Bell, Lindsey and Associates, 1 Kalshall@kathybell.net

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Non-Exclusive Buyer Representation Agreement

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Form Serial Number: 076473-100144-3039317

4. **EARNEST MONEY:** Buyer authorizes and instructs Selling Firm to tender any Earnest Money presented by Buyer with a Real Estate Contract to Listing Firm to be deposited in Listing Firm's escrow account. The Real Estate Contract will serve as a receipt to Buyer for Earnest Money tendered. Should Buyer's Earnest Money be forfeited, Selling Firm will not accept any portion of the forfeited monies from Listing Firm unless consented to by Buyer. If a dispute between Seller and Buyer arises, Buyer authorizes Selling Firm to instruct Listing Firm to interplead the disputed Earnest Money in a court of law or to an arbitrator, and to have Selling Firm's and Listing Firm's costs and attorneys' fees paid out of the funds entered for interpleading.
5. **COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES:** Selling Firm will not obtain nor order products or services from outside sources unless Buyer has agreed to pay for them when payment is due.
6. **SELLING FIRM'S FEE:** In consideration of the services to be performed by Selling Firm, Buyer agrees Selling Firm shall be compensated as follows:
- ☒ A. Selling Firm shall collect a fee from Listing Firm or Seller. Buyer shall not be responsible for Selling Firm's compensation; or
- ☐ B. Buyer shall pay to Selling Firm a professional fee of either:
- ☐ (i) _____ percent (_____%) of the gross amount of any accepted Real Estate Contract entered into by Buyer and procured by Selling Firm (or value of any property exchanged for the Property) plus \$_____ for professional services rendered; or
- ☐ (ii) \$_____ for professional services rendered.
- This fee will be due at the scheduled Closing of the transaction. Buyer is obligated to pay Selling Firm's fee. However, Selling Firm is authorized to accept partial or complete payment of Selling Firm's fee from Seller or from Listing Firm.
- Selling Firm may not have access to any information concerning properties for sale and not listed with a real estate licensee. Buyer agrees Selling Firm shall not have any duty to review or learn of any "For Sale By Owners" or properties not listed with real estate licensees that may suit the desires or needs of Buyer.
7. **FAIR HOUSING:** Buyer agrees that Selling Firm will provide equal services to all interested persons without regard to race, color, religion, sex, national origin, handicap, sexual orientation or familial status. Additionally, Buyer agrees that Selling Firm and Buyer must comply with all state and federal laws while performing this Non-Exclusive Buyer Representation Agreement.
8. **BUYER WARRANTY, REPRESENTATION AND AUTHORIZATION:** Buyer warrants and represents to Selling Firm that no exclusive representation or exclusive agency agreement is in force. Buyer understands that if the warranty and representation contained herein is not true Buyer is strongly encouraged to seek legal advice concerning the possibility of liability for two or more commissions before signing this Non-Exclusive Buyer Representation Agreement. Unless otherwise specified, Buyer warrants, represents and authorizes Selling Firm to take the following actions as deemed appropriate by Selling Firm:
- A. Inform at the time of initial contact all prospective sellers or their agents with whom Selling Firm has contact pursuant to this Non-Exclusive Buyer Representation Agreement that Selling Firm is acting on behalf of and represents Buyer;
- B. Disclose Buyer's identity to third parties without prior consent of Buyer unless otherwise specified;
- C. Present, negotiate and sell properties submitted to Buyer to other prospective buyers.

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Serial#: 076473-100144-3039317

Prepared by Kathy Bell, I. Lindsey and Associates, I. Kalkbrenner

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Non-Exclusive Buyer Representation Agreement

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Form Serial Number: 076473-100144-3039317

9. **CLOSING PROTECTION:** Buyer shall have the right to request that title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Selling Firm strongly advises Buyer to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

Buyer has been advised of the availability of purchasing a Closing Protection Letter, an additional binder to be added to the Title Insurance Policy at closing. The Closing Protection Letter may be required at the lender's discretion.

10. **SPECIAL CONDITIONS:**

11. **LIMITATION OF RESPONSIBILITY:** Selling Firm shall not be responsible for the condition of the Property and strongly recommends Buyer obtain all third-party inspections deemed necessary by Buyer to determine the condition of the Property including without limitation those provided by the Real Estate Contract. Particularly, Selling Firm does not warrant the Property to be free from mechanical, electrical, structural, infestation, support, environmental or other defects and further disclaims knowledge regarding whether the Seller owns any mineral rights or interests regarding the Property unless specifically set forth in any contract between Buyer and another party. (If ownership of mineral rights is important to Buyer, an Arkansas licensed attorney should be consulted.) Buyer hereby covenants and agrees to indemnify Selling Firm and hold Selling Firm harmless from any and all liability, obligations or demands made by third parties against Selling Firm as a result of Selling Firm's efforts in finding properties for Buyer, including but not limited to damage or injury to property or persons and reasonable attorney's fees. Further, Buyer acknowledges that Selling Firm does not warrant that the Property or any terms of purchase concerning the Property constitutes a transaction more favorable to Buyer than if Buyer were not represented by Selling Firm.
12. **SEVERABILITY:** The invalidity or unenforceability of any provisions of this Non-Exclusive Buyer Representation Agreement shall not affect the validity or enforceability of any other provision of this Non-Exclusive Buyer Representation Agreement, which shall remain in full force and effect
13. **ENTIRE AGREEMENT, MODIFICATION LIMITED:** This Non-Exclusive Buyer Representation Agreement constitutes the entire agreement concerning the subject matter hereof between Buyer and Selling Firm and supersedes any previous oral or written agreement or understanding concerning the employment of Selling Firm by Buyer, or otherwise. This Non-Exclusive Buyer Representation Agreement may not be modified except in writing executed by both Buyer and Selling Firm. Any contract entered into by Seller and Buyer shall not affect, in any respect, this Non-Exclusive Buyer Representation Agreement, except as specifically set forth therein.
14. **TIME:** Buyer and Selling Firm agree time is of the essence with regard to all times and dates set forth in this Non-Exclusive Buyer Representation Agreement. Unless otherwise specified, days as it appears in this Non-Exclusive Buyer Representation Agreement shall mean calendar days. Further, all times and dates set forth in this Non-Exclusive Buyer Representation Agreement refer to Arkansas Central time and date.

Page 3 of 4

Serial#: 076473-100144-3039317

Prepared by: Kathy Bell, J. Lindner and Associates, J. Kallal@euhall.net

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Non-Exclusive Buyer Representation Agreement

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15. COUNTERPARTS: This Non-Exclusive Buyer Representation Agreement may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2015.

FORM SERIAL NUMBER: 076473-100144-3039317

The above Non-Exclusive Buyer Representation Agreement is executed on

(month) September (day) 23, (year) 2015, at _____ ☐ (a.m.) ☐ (p.m.)

Lindsey and Associates

Selling Firm

Signature:

Holly Daniels

9/24/2015 10:55 AM CDT

Signature:

Emily Collins Board Chair

Printed Name:

Holly Daniels

Principal or Executive Broker

Printed Name:

Apple Seeds, Inc.

Buyer

Signature:

Kathy Ball

9/23/2015 4:15 PM CDT

Signature:

Amanda Warren Board secretary

Printed Name:

Kathy Ball

Assigned Associate

Printed Name:

Apple Seeds, Inc.

Buyer

Buyer's Address

City, State Zip

Buyer's Phone

Buyer's e-mail address

Buyer's e-mail address

Page 4 of 4

Serial#: 076473-100144-3039317

Prepared by Kathy Ball, Lindsey and Associates, Kball@lindseyandassociates.com

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Apple Seeds Request for Consideration



Apple Seeds would like to request that the city of Fayetteville consider our request to enhance the park system with teaching gardens.

1. Apple Seeds would like to purchase 2648 Old Wire property.
2. Apple Seeds would like to lease (\$1/year) 2 acres of the new Gulley Park Acquisition for Teaching Gardens. Apple Seeds would be responsible for all upkeep and utilities.

Apple Seeds currently operates a Teaching Farm on land owned by a community supporter. We are in need of a sustainable location with adjacent property that the organization owns for infrastructure, offices, teaching kitchen, and storage.

Mission Statement:

Apple Seeds inspires healthy living through garden-based education.



Apple Seeds is a non-profit organization based in Fayetteville, AR that works to educate and excite children about healthy food while increasing access to healthy food in schools. Our mission is to inspire healthy living through garden-based education. Apple Seeds offers experiential learning activities through **school garden** programs, **farm to table** cooking classes, **student-run farmer's markets**, and **Farm Lab** (field trips) at our Teaching Farm. Apple Seeds also integrates a nutrition-based curriculum into all of its activities and materials. Our program increases exposure to healthy foods in a positive atmosphere, empowers students with knowledge about healthy foods, and inspires students to try new fruits and vegetables. By starting at the school level, students are equipped with tools and knowledge to make healthy decisions now, which lead to healthy decisions as adults. The overarching goal is to enable and empower students to actively choose life-long healthy eating habits.

The Need in Fayetteville:

Northwest Arkansas faces both hunger and obesity. Children in food insecure families are especially vulnerable to obesity due to the additional risk factors associated with poverty, including limited access to healthy and affordable foods.

49% of Arkansas adolescents report consuming fruits/vegetables less than one time a day. (*CDC-State indicator report on fruits and vegetables, 2013*).

There is a clear need to reconnect our young students and families with fresh fruits and vegetables. There is strong evidence that gardens increase participating children's vegetable consumption and willingness to try new vegetables (*Langelotto 2012, Scherr 2013, Ratcliffe 2011, Parmer 2009, McAleese 2007, Murphy 2003*).

Among students who participate in our programs, we have seen an increase in positive attitudes toward healthy food. **Recent data shows that 41% of Apple Seeds students replicated a healthy snack at home after attending our student-run market program.**

Goals:

Apple Seeds currently reaches around 4,000 students a year. We reach 1,000 students through Farm Lab and we host 25 student-run farmers markets a year at 3 sites. We provide fresh food to the Fayetteville Public School System. We assist 20 schools a year in supporting and sustaining their school gardens. Our goal is to reach all of the towns of Northwest Arkansas reaching 10,000 students a year. Our goal is for students to have access to healthy food as well as the skills to prepare their own healthy snacks and meals.

Benefits to the City of Fayetteville:

Apple Seeds' mission reinforces the City of Fayetteville's Be Active initiative by encouraging a healthy and active lifestyle. The Teaching Farm Project also supports

the Parks and Recreation's mission for a diversified park system – this project is the only of its kind in Northwest Arkansas. Our current Teaching Farm is a beautiful evidence of our visionary planning and our high degree of importance placed on aesthetics.

Additional benefits to the City of Fayetteville include:

- Increase the beauty of Gulley Park
- Open tours to residents during designated hours
- 2 Garden Workshops/year open to community
- Unique park feature that displays the values of Fayetteville.

APPLE SEEDS, INC. LAND LEASE AGREEMENT

This Agreement to lease a two acre portion of land adjacent to Gulley Park to Apple Seeds, Inc. as shown on the map attached to this Agreement as Exhibit "A" is entered into by and between the **City of Fayetteville** (hereinafter the "City") as landlord and **Apple Seeds, Inc.** (hereinafter "Apple Seeds") as tenant on this _____ day of October, 2015.

WHEREAS, the City is the owner of property located at 2648 Old Wire Road which has been listed for sale and for which Apple Seeds has made an offer to purchase for the purpose with the condition that the City agree to lease a two acre portion of land adjacent to the property and Gulley Park for the purpose of operating the Apple Seeds Teaching Farm; and

WHEREAS, Apple Seeds, Inc. is an Arkansas 501(c)(3) non-profit corporation whose mission is "Apple Seeds inspires healthy living through garden-based education" which reinforces the City's Parks & Recreation "Be Active" initiative by encouraging a healthy and active lifestyle and furthers the City's mission of a diversified parks system; and

WHEREAS, Apple Seeds has agreed, as part of the consideration for this contract, to conduct at least two free public Garden-Based Educational Workshops each year and conduct free public Teaching Farm tours at specified hours at least one day per week during the garden's growing season; and

WHEREAS, the Gulley Park Master Plan has not been updated with the newly acquired 10 acres and a specific use for the two acres Apple Seeds desires to lease has not been designated nor required for any corporate purpose at this time; and

WHEREAS, this agreement is contingent upon Apple Seeds obtaining a conditional use permit from the Fayetteville Planning Commission to operate a teaching farm and the purchase of the property at 2648 Old Wire Road.

NOW, THEREFORE, the **City of Fayetteville** and **Apple Seeds, Inc.** hereby mutually covenant and agree as follows:

1. Leased Premises

The City of Fayetteville agrees to Lease the land shown on the map attached hereto as Exhibit A, which is approximately two acres, to Apple Seeds, Inc. which agrees to accept such leased premises to be used for the purposes normally

associated with a teaching farm and as set forth in later provisions of this lease. If the parties desire a survey, this Agreement may be amended by the parties to adopt the legal description contained in the survey.

2. Use of Leased Premises

Apple Seeds agrees that it will, as a nonprofit charitable corporation, operate, maintain, improve, and promote a teaching farm on the leased property.

3. Consideration for the Lease

In consideration of the twenty year lease and any extensions thereof of about two acres of City of Fayetteville parkland to Apple Seeds, Apple Seeds agrees to:

- A. Provide free access to the teaching farm for all Fayetteville residents on Saturdays from 9:00 a.m. until 12:00 a.m. during the months of March through October. Apple Seeds shall publicly post the times the teaching farm is accessible at no cost to Fayetteville residents on its premises and on its website and social media pages. Free access to Fayetteville residents does not have to include Apple Seeds buildings, but must include all displays, areas and gardens. Public access will begin when the gardens are being planted in the spring of 2016.
- B. Conduct at least two public garden-based educational workshops per year at no cost to Fayetteville residents. The workshops shall be held on a date approved by the Parks and Recreational Director during the spring, summer, or fall seasons and shall be no less than three hours in length.
- C. Construct and maintain a fence around the two acre leased property as shown on the map attached as Exhibit "A" and install a gate for access between Apple Seeds' property at 2648 Old Wire Road and the leased property. Any improvements, including fences, water lines, buildings or other structures, located on City property shall be approved by the Parks and Recreation Director prior to installation and shall comply with all applicable City ordinances and building regulations. Apple Seeds is solely responsible for the upkeep and maintenance of the fences, buildings or other structures it erects on the leased premises. Apple Seeds shall also install a gate for access to the leased premises from Gulley Park and the gate shall remain unlocked and accessible to the public during the times the teaching garden is open to Fayetteville public residents and any other times approved by the Parks and Recreation Director.

- D. Be responsible for all costs associated with constructing and maintaining water lines and irrigation equipment on the leased property and shall be responsible for paying all utility bills and fees associated with this development.
- E. Submit an annual progress report to Parks and Recreation staff and the Parks and Recreation Advisory Board and meet at least annually with Parks and Recreation staff to review Apple Seeds' upcoming program goals.
- F. Operate, maintain, improve and promote a tidy and attractive teaching garden located on the premises leased from the City. Apple Seeds will reach these milestones within the stated timeframe: the preparation of garden grounds to begin by spring of 2016, fence construction will be completed by summer of 2016, and educational programming will begin by spring of 2016.
- G. Comply with any conditions set forth by the Fayetteville Planning Commission or Planning staff as a part of a Conditional Use Permit or other development permits required for its operations.

4. Lease Term

This lease term shall commence upon the approval and execution by both Apple Seeds and the City. It shall continue for twenty years, unless sooner terminated pursuant to this Agreement or by mutual consent of the parties.

5. Teaching Farm Operating Policies

Apple Seeds shall ensure nondiscriminatory operating policies for the teaching garden for all Fayetteville residents. These policies will be designed to preserve and maintain the integrity of all buildings, grounds and improvements on the property although Apple Seeds may alter or remove buildings and improvements when needed for further improvements, construction or for safety reasons.

6. Teaching Farm Rules and Regulations

Apple Seeds may establish and enforce any reasonable rules and regulations regarding behavior of visitors to assure the well-being of the plants and gardens, as well as the safety, comfort and quality of experience for visitors to the premises and shall provide copies of these rules and regulations to the City. To the extent permitted by law, either the City or Apple Seeds may exclude objectionable uses, or abusive or offensive persons from all premises subject to this agreement.

7. Teaching Farm Operation and Supervision

Apple Seeds shall exercise sole operational and supervisory authority over all grounds, buildings and personnel of the Apple Seeds Teaching Farm and over all such matters, including but not limited to, safety, insurance, planning, plant acquisitions, displays and gardens, and the purchase, exchange, or acquisition of additional items to be added to the collection, except as otherwise provided in this agreement. Apple Seeds at its expense will be responsible for all maintenance and security associated with the operation of the teaching farm, including equipment, parking lots, and other improvements. Apple Seeds may not sublet any portion of the leased property without the express written consent of the City Council.

8. Apple Seeds, Inc. is an independent entity

The parties agree that Apple Seeds, Inc. is an independent entity and nonprofit 501(c)(3) Arkansas corporation and will maintain that status and remain in good standing throughout the lease term. The City of Fayetteville has no authority to hire, fire or supervise any Apple Seeds employee. Apple Seeds has the sole authority for selecting, engaging, terminating, fixing compensation, supervising and otherwise directing all of its personnel, contractors and volunteers.

9. Operations and Development must comply with Federal, State and City requirements and restrictions

Apple Seeds agrees to always be in full compliance with all applicable Federal, State or City requirements and restrictions. Specifically Apple Seeds agrees to always use best management practices including obeying all State and City laws and regulations governing the use of pesticides, herbicides and fertilizers. Apple Seeds shall obtain the approval of the Parks and Recreation Director prior to the use of any public parking areas for buses or large passenger vans.

10. Insurance

Apple Seeds agrees to obtain and maintain through the duration of the lease at its own expense, Commercial General Liability Insurance covering public liability, bodily injuries, death, products liability and property damage for damages and expenses arising out of the operation of the teaching farm.

11. Defense and Indemnification

Apple Seeds agrees to defend, indemnify and hold the City, its officers, employees, agents and representatives harmless against all damages, expenses, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of Apple Seeds, its officers, employees, agents or representatives by reason of the operation of the Teaching Garden under this agreement, including, but not limited to, damage to or destruction of property or injuries to or death of a person or persons.

12. Nonprofit Corporate Status

Apple Seeds shall file a true and correct copy of its corporate charter, with amendments, if any, and an accurate and complete copy of its Bylaws and any amendments thereto, and a copy of the I.R.S. Letter of Determination of I.R.C. Sec. 501(c)(3) status with the City to be maintained as a public record. In the event of subsequent amendments to such charter or bylaws, true and correct copies of the same shall be timely filed with the City Clerk. If the IRS revokes Apple Seeds' 501(c)(3) status, Apple Seeds shall immediately notify the City of this occurrence and such revocation shall be grounds for termination of this lease agreement

13. Financial Reports

Apple Seeds shall provide the City a copy of its annual Form 990 every year. The form will be provided within thirty (30) days of its filing.

14. Rent, Fees, Concessions and Taxes

Apple Seeds shall have the right to set admission fees to the teaching farm, with the exception of the times that are free to Fayetteville residents, as well as fees for optional services such as programs, space rental, etc. Fees shall be reasonable and in line with similar services available in the tourism or educational market place.

Apple Seeds shall pay promptly all taxes and license fees of whatever nature applicable under municipal, state, and federal law. In addition, the parties agree that Apple Seeds shall indemnify and save the City harmless from and against any liens or similar liabilities claimed or charges against Apple Seeds pursuant to Apple Seeds' operation of the teaching farm.

15. Remedies for Breach or Bankruptcy

A. *Termination of Agreement.* The parties agree that if either party materially breaches or fails to perform its obligations under this agreement, the other

party may give notice in writing of intent to terminate. If the breaching or non-performing party fails to commence and effect cure in good faith to the satisfaction of the other party within six months of such notice or such longer period, if agreed in writing by the parties, the agreement shall be deemed terminated at the expiration of the sixth month period or other agreed period. Any request of extension shall not be unreasonably withheld.

B. *Bankruptcy.* In the event Apple Seeds shall be adjudicated bankrupt or insolvent or take the benefit of any reorganization of composition proceedings or insolvency law, or make an assignment for the benefit of creditors, or if Apple Seeds' interest under this agreement shall be levied upon or attempted to be attached or sold under any process of law, or if a receiver shall be appointed for Apple Seeds, then and thereafter the City shall have the right and option to terminate this agreement irrespective of whether or not default exists hereunder, said determination to be effective immediately upon City's exercise of such option by giving written notice to Apple Seeds.

C. *Acts of God.* The parties agree that neither party shall be liable or responsible to the other for delays or impossibilities of performance caused by force majeure occurrences beyond the control of the parties including, but not limited to, civil disorder, fires, floods, or acts of God.

16. Conditions Precedent

This agreement is conditioned upon the occurrence of the following and if any condition fails for any reason, this agreement shall be null and void:

- A. Fayetteville City Council approval of Apple Seeds offer to purchase the property located at 2648 Old Wire Road and Apple Seeds actual purchase of the property.
- B. Apple Seeds shall obtain a conditional use permit for the operation of the teaching farm and associated activities for the property located at 2648 Old Wire Road and the leased property.

17. Authorization

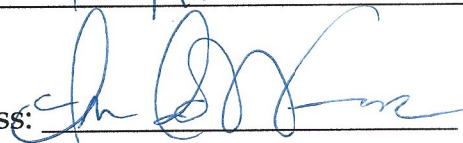
Emily Collins, Board Chair of Apple Seeds, Inc., is authorized by corporate resolution, attached hereto as Exhibit "B", passed by the Board of Directors of Apple Seeds, Inc. on 9/25/15, 2015 to sign the foregoing lease agreement on behalf of Apple Seeds, Inc.

In agreement with all the terms, conditions and promises set forth above, we sign our names below:

APPLE SEEDS, INC.

By: 
Emily Collins, Board Chair

Date: 9/26/15

Witness: 

CITY OF FAYETTEVILLE

APPROVED:

By: _____
Lioneld Jordan, Mayor

Date: _____

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer



Board of Directors

Travis Brooks
Brittany Corn
Carolyn Dux
Deborah Keazer
Emily Collins Kell
Reed Luhtanen
Mandy Warren

Advisory Board

Jeanette Balleza
Scribe Marketing
Mark Cain
Dripping Springs Garden
Allison Curtis
Parent
Jerrmy Gawthrop
Greenhouse Grille
Christine Haller
Parent, Leverett Elementary
Michele Halsell
Walton College of Business
Dr. Tara Hickmann
NWA Natural Health
Rachel Huff
Parent
Alysen Land
Ozark Natural Foods Coop
Betony Maringer
LaLeche League
Rachel Martin
Parent, Shaw Elementary
Martha Melendez
Parent, Butterfield School
Aimee Papazian
Fayetteville City Schools
Keaton Smith
Iberia Bank

On Line Meeting Minutes

Friday, September 25, 2015
Via Email Communications

- 1. MOTION ON THE FLOOR :** To authorize the chair of the board of Apple Seeds to sign the foregoing lease agreement with the City of Fayetteville on behalf of Apple Seeds Inc.

Moved by Carolyn Dux
Seconded by Travis Brooks

Passed with no objections.



Legend

- Park
- Water/Sewer (2)
- General Utility (1)

Lease Area
Approx. 2 acres



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0453

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 5

BRETT MICHAEL MAGUIRE AND KIMBERLY ANN MAGUIRE REAL ESTATE CONTRACT:

A RESOLUTION TO AUTHORIZE THE SALE OF APPROXIMATELY 0.50 ACRE OF CITY-OWNED REAL PROPERTY LOCATED AT 2634 OLD WIRE ROAD TO BRETT MICHAEL MAGUIRE AND KIMBERLY ANN MAGUIRE FOR THE AMOUNT OF \$111,500.00

WHEREAS, Resolution 165-15 approved a contract with Real Assets, Inc. to represent the City in selling two tracts of city-owned property near Gulley Park; and

WHEREAS, Brett Michael Maguire and Kimberly Ann Maguire have made an offer to purchase the tract containing approximately 0.50 acres with a house, contingent upon their ability to obtain financing.

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 determines that the property located at 2634 Old Wire Road is no longer needed for municipal purposes.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sell approximately 0.50 acre of city-owned real property located at 2634 Old Wire Road to Brett Michael Maguire and Kimberly Ann Maguire for the sum of \$111,500.00, contingent upon their ability to obtain financing for the purchase.

City of Fayetteville Staff Review Form

2015-0453

Legistar File ID

10/6/2015

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

Connie Edmonston

9/28/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Real Estate Contract with Brett Michael Maguire and Kimberly Ann Maguire to purchase house on 2634 Old Wire Road by Gulley Park in the amount of \$111,500.00.

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 # 165-15,157-14

Original Contract Number:

Approval Date:

Comments: Request for approval of an offer to sell a city-owned house located adjacement to Gulley Park.

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Connie Edmonston, Parks and Recreation Director

DATE: September 28, 2015

SUBJECT: Approval of Real Estate Contract with Brett Michael Maguire and Kimberly Ann Maguire to purchase house on 2634 Old Wire Road by Gulley Park in the amount of \$111,500.00

RECOMMENDATION:

Approval of a Real Estate Contract with Brett Michael Maguire and Kimberly Ann Maguire to purchase a house on 2634 Old Wire Road by Gulley Park in the amount of \$111,500.00.

BACKGROUND:

On September 15, 2015, City Council approved Resolution 165-15 authorizing a contract with Real Assets, Inc. to represent the City in selling approximately 1.25 acres of city-owned real property on Old Wire Road near Gulley Park for a six percent (6%) commission. The houses were listed at the appraised values or best offer as follows: \$111,500.00 for 2634 Old Wire Road and \$218,500.00 for 2648 Old Wire Road. The City has followed the Sale of Municipally Owned Property as outlined in City Ordinance §34.27 Sale of Municipally Owned Real Property.

DISCUSSION:

The City has received three offers for the property on 2634 Old Wire Road that include a house on a 0.50 acre lot. The first offer was received on September 18, 2015 for \$87,000.00. The City countered this offer for \$95,000.00, which was rejected by the buyer. On September 24, 2015 an offer in the amount of \$96,500.00 was received. An offer was received in the amount of the appraised value of the property in the amount of \$111,500.00 from Brett Michael Maguire and Kimberly Ann Maguire on September 28, 2015. This offer is subject to the buyer's ability to obtaining financing.

BUDGET/STAFF IMPACT:

Cost for the real estate broker's services will be taken out of the closing costs for the sale of the home. Staff will bring forward recognition of these revenues for a park project in the near future for City Council's consideration.

Attachments:

Resolution 165-15: Real Assets, Inc. Contract
Property Location Map
Real Estate Contract with Brett Michael Maguire and Kimberly Ann Maguire
Staff Review Form

Real Estate Contract (Residential)

Page 1 of 12



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FORM SERIAL NUMBER: 070669-000144-3490845

1. PARTIES: Brett Michael Maguire
Kimberly Ann Maguire

(individually or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property"):

2. This Property is ☒ Single family detached home with land ☐ One-to-four attached dwelling with land
☐ Manufactured / Mobile Home with land ☐ Condominium / Town Home
(See Condominium/Town Home Addendum Serial No. _____)

ADDRESS AND LEGAL DESCRIPTION:

2634 Old Wire Road, Fayetteville Arkansas 72703
Washington County Outlots 36-17-30 Parcel 765-16095-000

3. PURCHASE PRICE: Subject to the following conditions, Buyer shall pay the following to Seller and, if so stated in Paragraph 3B assume the following obligations of Seller for the Property (the "Purchase Price"):

☒ A. PURCHASE PURSUANT TO NEW FINANCING: Subject to Buyer's ability to obtain financing on the terms and conditions set forth herein and the Property appraising for not less than the Purchase Price, the Purchase Price shall be the exact sum of \$ 111,500
with Buyer paying in cash at Closing as down payment, the sum of \$
with the balance of the Purchase Price (the "Balance") to be paid pursuant to the following:

☐ (i) NEW LOAN: Subject to the Buyer's ability to obtain a loan to be secured by the Property in the amount of
with such loan to be payable over a period of _____ years. \$

Discount points not to exceed _____ % of loan at Closing. Interest rate will be:

☐ Fixed rate not to exceed _____ % per annum (see below)
☐ Variable rate with an initial rate not to exceed _____ % per annum
and a maximum rate not to exceed _____ % per annum (see below)

If the loan rate in Paragraph 3A(i) is available at time of application and Buyer chooses not to lock in loan rate at application through time of Closing, Buyer agrees to accept prevailing loan rate at the time of Closing.

Loan type will be:

☐ Conventional. Mortgage Insurance: ☐ Not applicable ☐ Paid as follows:

☐ VA. Funding fee paid as follows: (Continues on Page 2 of 10, for "VA NOTICE TO BUYER")

☐ FHA. Items to be financed: (Continues on Page 2 of 10, for "FHA NOTICE TO BUYER")

☐ USDA-RD. Items to be financed: _____

☒ (ii) OTHER FINANCING: Subject to Buyer's ability to obtain financing in the amount of \$ 111,500
from a source and being payable as follows: Equity Line of Credit

☐ B. PURCHASE PURSUANT TO LOAN ASSUMPTION (See Loan Assumption Addendum attached)

☐ C. PURCHASE PURSUANT TO CASH: Cash at Closing in the exact sum of \$

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 070669-000144-3490845

3. PURCHASE PRICE: (continued from Page 1)

☐ **IF LOAN TYPE IS VA, I ACKNOWLEDGE THE FOLLOWING "VA NOTICE TO BUYER:"**

It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not incur any penalty by forfeiture of Earnest Money or otherwise be obligated to complete this purchase of the Property described herein, if the Real Estate Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. Buyer shall, however, have the privilege and option of consummating this Real Estate Contract without regard to the amount of the reasonable value of the Property established by the Department of Veterans Affairs. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the Department of Veterans Affairs, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the Department of Veterans Affairs and which Buyer represents will not be from borrowed funds. If Department of Veteran's Affairs reasonable value of the Property is less than the Purchase Price, Seller may reduce the Purchase Price to an amount equal to the Department of Veterans Affairs reasonable value and the parties to the sale shall close at such lower Purchase Price with appropriate adjustments to Paragraph 3 above.

☐ **IF LOAN TYPE IS FHA, I ACKNOWLEDGE THE FOLLOWING "FHA NOTICE TO BUYER:"**

It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money Deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$_____. Buyer shall have the privilege and option of consummating this Real Estate Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

We hereby certify the terms and conditions of this Real Estate Contract are true to the best of our knowledge and belief and any other agreement entered into by any of the parties in connection with this real estate transaction is part of, or attached to, this Real Estate Contract.

☐ **Buyer has received HUD/FHA's Form No. HUD-92564-CN,
"For Your Protection: Get a Home Inspection."**

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 070669-000144-3490845

4. AGENCY: (check all that apply)

- ☐ **A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.
- ☒ **B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.
- ☐ **C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 4C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
 - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- ☐ **D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- ☐ **E. NON-REPRESENTATION:** See Non-Representation Disclosure Addendum

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 070669-000144-3490845

5. LOAN AND CLOSING COSTS: Unless otherwise specified, all of Buyer's closing costs, including origination fees, assumption fees, loan costs, prepaid items, loan discount points, closing fee, and all other financing fees and costs charged by Buyer's lender or any additional fees charged by Closing Agent(s), are to be paid solely by Buyer except for costs that cannot be paid by Buyer. If Buyer is obtaining a VA or FHA loan, the "Government Loan Fees" shall be paid by Seller, up to the sum of **\$0.00** (the "Seller Loan Cost Limit"), which is not included in any loan or closing cost provisions listed below. Notwithstanding any provision to the contrary, should the Government Loan Fees exceed the Seller Loan Cost Limit, Seller shall have the option to either pay such excess amount or terminate this Real Estate Contract and have the Earnest Money returned to Buyer. Seller is to pay Seller's closing costs. NA

Should Buyer be entitled to a credit at Closing for repairs pursuant to Paragraph 16 of this Real Estate Contract, the amount of such credit shall be reflected on the settlement statement(s). Buyer and Seller warrant all funds received by Buyer from Seller (or other sources) will be disclosed to the Closing Agent(s) and reflected on the settlement statement(s).

6. APPLICATION FOR FINANCING: If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 6, Buyer agrees to provide lender with any requested information and pay for any credit report(s) and appraisal(s) required upon request. Unless otherwise specified, if said loan is not closed or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to close is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

7. EARNEST MONEY:

- ☐ A. Yes, see Earnest Money Addendum.
- ☒ B. No.

8. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as the "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this Real Estate Contract. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of Property from market. The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding Deposit. Buyer expressly acknowledges The Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

☒ A. The Deposit is not applicable.

If Buyer is obtaining Government Financing (FHA, VA or other) Deposit is not applicable.

☐ B. Buyer will pay to Seller the Deposit in the amount of \$_____

- ☐ i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller.
- ☐ ii. Within three (3) business days of execution of Paragraph 4(a) of the Inspection, Repair & Survey Addendum.
- ☐ iii. Other: _____

9. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 30. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed free from any liens, leaseholds or other interests.

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Serial#: 070669-000144-3490845

Prepared by: Donald Wilkie, I. Prime Real Estate, I. Don@PrimeSolutions.com, I.

Electronically Signed using eSignOnline™ [Session ID : 36476477-68cf-4b28-9ee4-46fa742f095b]

Real Estate Contract (Residential)

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FORM SERIAL NUMBER: 070669-000144-3490845

10. TITLE REQUIREMENTS: Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

- ☐ A. Seller shall furnish, at Seller's cost, a complete abstract reflecting merchantable title to Buyer or Buyer's Attorney.
- ☒ B. Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance cost in excess of the cost of a standard owner's title policy.
- ☐ C. Buyer and Seller shall equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price).
- ☐ D. Other: _____

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

11. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 11A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

- ☐ A. A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor, ☐ showing property lines only ☐ showing all improvements, easements and any encroachments will be provided and paid for by: ☐ Buyer ☐ Seller ☐ Equally split between Buyer and Seller.
- ☒ B. No survey shall be provided.
- ☐ C. Other: _____

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

12. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein. Buyer and Seller agree to prorate general ad valorem taxes based on the best information available at Closing. Buyer and Seller agree to hold any Closing Agent(s) selected by Buyer and Seller, Listing Firm and Selling Firm harmless for error in such tax proration computation caused by unknown facts or erroneous information (or uncertainty) regarding the Homestead Tax Exemption adopted by the voters of the State of Arkansas in the Year 2000, as amended from time to time.

13. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein all fixtures and attached equipment, if any, are included in the Purchase Price. Such fixtures and attached equipment shall include but not be limited to the following: dishwasher, disposal, trash compactor, ranges, ovens, water heaters, exhaust fans, heating and air conditioning systems, plumbing and septic systems, electrical system, intercom system, ceiling fans, window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings and related hardware, gas or electric grills, awnings, mail boxes, garage door openers and remote controls, antennas, fireplace inserts, NA

and any other items bolted, nailed, screwed, buried or otherwise attached to the Property in a permanent manner. Television satellite receiver dish, cable wiring, water softeners, and propane and butane tanks also remain, if owned by Seller. Buyer is aware the following items are not owned by Seller or do not convey with the Property: NA

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14. OTHER CONTINGENCY:

- ☒ A. No Other Contingency. (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.
- ☐ B. This Real Estate Contract is contingent upon:

on or before (month) _____ (day) _____, (year) _____.

During the term of this Real Estate Contract (Select one):

- ☐ (i) **Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the "Seller's Contingency Notice Addendum" (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice, or (b) five (5) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes the contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller at his sole and exclusive option, may retain the Earnest Money, as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur _____ calendar days from removal. Should Buyer not remove this contingency as specified, this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. All time constraints in this Real Estate Contract referred to in Paragraphs 6, 16B, 17, 18 19B, 20B, and 21 refer to the time Buyer removes the contingency.
- ☐ (ii) **Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and any subordinate Real Estate Contracts entered into by Seller shall not affect this Real Estate Contract.

15. HOME-WARRANTY PLANS: Buyer understands the benefits of a home-warranty contract which may include coverage for most major appliances, plumbing, electrical, heating and air conditioning systems. The home-warranty contract covers unexpected mechanical failures due to wear and tear and is subject to a per-claim deductible. The availability of a home-warranty contract, cost and applicable deductible have been explained to Buyer, and Buyer chooses:

- ☒ A. No home-warranty contract concerning the condition of any real or personal Property to be conveyed from Seller to Buyer for any period after the Closing.
- ☐ B. A limited one-year home-warranty plan will be provided to Buyer concerning the condition of the Property and will be paid for by _____ at a cost not to exceed \$ _____ plus sales tax. This home-warranty contract will not imply any warranty by Seller after Closing. Coverages vary and the coverage received is solely set forth in the home-warranty documents between Buyer and Home-Warranty Company, _____ and no representation or explanation will be provided by Seller, Selling Firm or Listing Firm, Buyer being solely responsible to determine the extent and availability of coverage. Listing Firm and/or Selling Firm may receive compensation from the warranty company.
- ☐ C. Other Warranty: _____

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16. INSPECTION AND REPAIRS:

- ☒ A. Subject to Paragraph 25, the sale of the Property, in its condition as existing on the date Buyer signed this Real Estate Contract, shall take place on an "AS IS, WHERE IS, WITH ALL FAULTS BASIS" and Buyer acknowledges and agrees to voluntarily waive and decline any right to further inspect or require repair of the Property. An example are the rights declined and waived by Buyer in Paragraph 16B of this Real Estate Contract.
- ☐ B. Buyer shall have the right, at Buyer's expense, with the cooperation of Seller, to inspect the electrical, mechanical, plumbing, environmental conditions, appliances, and all improvements, structure(s) and components on or about the Property (collectively the "Inspection Items") within TEN (10) BUSINESS DAYS after the date this Real Estate Contract is accepted. Seller, Listing Firm and Selling Firm recommend Buyer use a representative(s) chosen by Buyer to inspect Inspection Items. **Buyer is not relying on Listing Firm or Selling Firm to choose a representative to inspect or re-inspect Inspection Items; Buyer understands any representative desired by Buyer may inspect or re-inspect Inspection Items.** Buyer shall neither make nor cause to be made, unless authorized by Seller in writing, any invasive or destructive Buyer inspections or investigations. Seller agrees to have all utilities connected and turned on to Property to allow Buyer to inspect and re-inspect Inspection Items. If Property being purchased is not new, Buyer acknowledges Inspection Items may not be new. Buyer does not expect Inspection Items to be like new and recognizes ordinary wear and tear to Inspection Items is normal. For the purpose of this Paragraph 16B, "normal working order" means that Inspection Items function for the purpose for which they are intended. The fact any or all Inspection Items may cease to be in normal working order, be discovered or occur, after Closing, shall not require repair by Seller, or provide legal or other liability to Seller, Listing Firm or Selling Firm.

If Buyer elected to inspect the Inspection Items, Buyer shall deliver an Inspection, Repair and Survey Addendum to Seller or Listing Firm within the allotted ten (10) business day period so the Inspection, Repair, and Survey Addendum is actually received by Seller or Listing Firm within the allotted (10) business day period, stating inspections have been performed and listing all items Buyer requests the Seller to repair or stating no repairs are requested. If Buyer is not satisfied with a personal or professional inspection and elects to terminate this Real Estate Contract, both Buyer and Seller agree to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. If Buyer requests repairs, Seller shall have (5) business days to respond to the Buyer's repair request. If Seller does not respond within the allotted (5) business days, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover Earnest Money and both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer and Seller are not able to negotiate requested repairs, Buyer and Seller agree this Real Estate Contract is terminated and further agree to sign a Termination of Contract Addendum. **IN THE EVENT BUYER DOES NOT MAKE THE NECESSARY REQUIRED INSPECTIONS OR DOES NOT PRESENT THE INSPECTION, REPAIR AND SURVEY ADDENDUM TO SELLER OR LISTING FIRM IN THE ALLOTTED TEN (10) BUSINESS DAY TIME PERIOD, BUYER WAIVES ALL RIGHTS TO A RE-INSPECTION AND ASSUMES COMPLETE RESPONSIBILITY FOR ANY AND ALL FUTURE REPAIRS AND THE CONDITION OF THE PROPERTY.**

If Buyer timely inspected Property and Seller received the Inspection, Repair and Survey Addendum within the time period set forth above, Buyer shall have the right to re-inspect all Inspection Items immediately prior to Closing to ascertain whether Inspection Items are in normal working order and to determine whether all requested and accepted repairs have been made. If Inspection Items are found not to be in normal working order upon re-inspection, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover the Earnest Money and, in the event termination is elected, both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer closes on Property believing conditions exist at Property that require repair as allowed by this Paragraph 16B, Buyer waives all right to assert a claim against Seller, Selling Firm or Listing Firm concerning the condition of Property. Buyer understands and agrees that, pursuant to the terms of Paragraph 16B, Buyer will be accepting Property at Closing "AS IS, WHERE IS AND WITH ALL FAULTS".

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17. THIRD PARTY REQUIREMENTS:

Any requirements for repair by FHA, VA, USDA-RD, the lender, termite control company or other "third party" requirements shall be delivered to Seller promptly upon receipt by Buyer. Seller shall have five (5) business days to respond to "Third Party" requirements upon receipt or Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" requirements, or (2) terminate this Real Estate Contract and recover the Earnest Money with Buyer and Seller agreeing to sign the Termination of Contract Addendum. If Buyer and Seller are unable to negotiate for the requested "Third Party" Requirements to be performed, this contract may be terminated with Buyer and Seller both agreeing to sign the Termination of Contract Addendum.

Buyer shall have the right to re-inspect all "Third Party" Requirements immediately prior to closing to ascertain whether "Third Party" Requirements have been made. If Buyer finds "Third Party" Requirements have not been made, Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" Requirements, or (2) terminate this contract and recover the Earnest Money with Buyer and Seller both agreeing to sign the Termination of Contract Addendum

18. SELLER PROPERTY DISCLOSURE:

- ☐ A. Buyer and Seller acknowledge that upon the authorization of Seller, either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract, nor the rights provided Buyer in Paragraph 16. The written disclosure prepared by Seller is dated (month)_____(day)_____, (year)_____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- ☐ B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days, after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract, nor the rights provided to Buyer in Paragraph 16.
- ☐ C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 16B OF THIS REAL ESTATE CONTRACT.
- ☒ D. Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 29 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND THE LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 16B OF THIS REAL ESTATE CONTRACT.

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19. TERMITE CONTROL REQUIREMENTS:

- ☐ A. None
- ☒ B. A Letter of Clearance (Wood Infestation Report) requiring a Termite Protection Contract with a One-Year (1) Warranty to include treatment if allowed by applicable law and the Arkansas State Plant Board and full protection plan shall be provided by Seller at Seller's cost at closing. Seller shall order a proposal from a licensed Termite Contractor within ten (10) business days after acceptance of this Real Estate Contract. All repairs necessary to allow issuance of such Termite Protection Contract, excluding a new Termite Protection Treatment, are to be part of the Third-Party Requirements pursuant to Paragraph 17. If Buyer is obtaining financing, such Termite Protection Contract shall be in a form acceptable to the Lender and Buyer.
- ☐ C. Other: _____

20. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- ☐ A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- ☒ B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with Earnest Money returned to Buyer and, with neither Buyer nor Seller having further obligation to the other thereafter. Buyer shall submit any request for abatement repairs in writing as part of the Third-Party Requirements specified in Paragraph 17 of the Real Estate Contract. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 20.

- 21. INSURANCE:** This Real Estate Contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the Property within ten (10) business days after the acceptance date of this Real Estate Contract. If Buyer does not deliver to Seller or Listing Firm a written notice from an insurance company within the time set forth above of Buyer's inability to obtain homeowner/hazard insurance on the Property, this condition shall be deemed waived (but without waiver of conditions, if any, set in Paragraph 3) and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this Paragraph 21 and has timely provided written notice to Seller of Buyer's inability to obtain such insurance, this Real Estate Contract shall be terminated with Earnest Money to be returned to Buyer, subject to Earnest Money Addendum

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22. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) November (day) 15, (year) 2015. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date, (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

This Real Estate Contract shall, unless otherwise specified in Paragraph 30 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 22 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

23. POSSESSION: Possession of the Property shall be delivered to Buyer:

- ☒ **A.** Upon the Closing. (Seller's delivery of executed and acknowledged Deed).
- ☐ **B.** Upon Buyer's completion, signing and delivery to Seller (or to Listing Firm or the Closing Agent agreed to by Buyer and Seller) of all loan, closing documents and Purchase Price funds required to be executed or delivered by Buyer.
- ☐ **C.** Delayed Possession. (See Delayed Occupancy Addendum attached)
- ☐ **D.** Prior to Closing. (See Early Occupancy Addendum attached)

24. ASSIGNMENT: This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

25. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds related to the Property fire loss or other casualty loss and receive the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money. Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys representing Buyer and Seller. If Buyer elects option (ii) above, Buyer shall be entitled to credit for the insurance proceeds up to the Purchase Price, and any insurance proceeds received by Seller over and above the Purchase Price shall be tendered to Seller at Closing. Notwithstanding the choice selected in Paragraph 16, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

26. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

27. SEVERABILITY: The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

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28. **MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
29. **BUYER'S DISCLAIMER OF RELIANCE:**
- A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER. LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, MINERAL RIGHTS, AND SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.
- B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.
30. **OTHER:** THE BUYER AND THE CITY OF FAYETTEVILLE ASSERTS HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO APPROVE, WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN OF THE BUYERS EARNST MONEY DEPOSIT. PER ATTORNEY
31. **TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in the Real Estate Contract. Unless otherwise specified, days as it appears in the Real Estate Contract shall mean calendar days. Further, all times and dates set forth in the Real Estate Contract refer to Arkansas Central time and date.
32. **ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 32) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
33. **COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.
34. **FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4 to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Agreement shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.
35. **LICENSEE DISCLOSURE:** Check all that apply:
- ☒ A. Not Applicable.
- ☐ B. One or more parties to this Real Estate Contract acting as a ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License.
- ☐ C. One or more owners of any entity acting as ☐ Buyer ☐ Seller hold a valid Arkansas Real Estate License

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36. EXPIRATION: This Real Estate Contract expires if not accepted on or before (month) October
(day) 12, (year) 2015, at 5 ☐ (a.m.) ☒ (p.m.).

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2015.

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The above Real Estate Contract is executed on
(month) September (day) 26, (year) 2015, at 5 ☐ (a.m.) ☒ (p.m.).

Prime Real Estate and Development

Selling Firm

Signature: Ronald Wilkins

Signature: Brett Maguire

Printed Name: Ron Wilkins
Principal or Executive Broker

Printed Name: Brett Michael Maguire
Buyer

Signature: Ronald Wilkins

Signature: Kim Maguire

Printed Name: Ron Wilkins
Selling Agent

Printed Name: Kimberly Ann Maguire
Buyer

The above Real Estate Contract is executed on
(month) September (day) 29, (year) 2015, at 10:00 ☒ (a.m.) ☐ (p.m.).

Real Assets, Inc.
Listing Firm

Signature: [Signature]

Signature: _____

Printed Name: MARK A BREWER
Principal or Executive Broker

Printed Name: City of Fayetteville
Seller

Signature: [Signature]

Signature: _____

Printed Name: MARIA A BREWER
Listing Agent

Printed Name: _____
Seller

The above offer was ☐ rejected ☐ counter-offered (Form Serial Number _____)

☐ Buyer informed of Notification of Existing Real Estate Contract Addendum
(Form Serial Number _____)

on (month) _____ (day) _____, (year) _____, at _____ ☐ (a.m.) ☐ (p.m.).

Seller's Initials

Seller's Initials



September 28, 2015

Brett Maguire
2424 W Honey Lane
Fayetteville, AR 72704

Dear Brett:

I am writing to confirm with you that based on your recent mortgage loan application, your income, credit and reserves are all sufficient for you to obtain financing with Signature Bank of Arkansas to purchase a single family residence located at 2634 Old Wire rd, Fayetteville, AR. The loan will of course be subject to obtaining a fully executed offer and acceptance, a satisfactory appraisal and a sufficient down payment, which you have provided verification to me that you have.

If you need any additional information from me, please do not hesitate to call. I look forward to assisting you in the purchase and financing of this home.

Cordially,

A handwritten signature in black ink, appearing to read 'Shannon R. Glenn', with a long horizontal flourish extending to the right.

Shannon R. Glenn
SVP, Lending
479-684-3743
479-684-3797 FAX
sglenn@sbofa.com

PO Box 8550, Fayetteville, AR 72703



2634 and 2648 Old Wire Road
Fayetteville, AR

0 30 60 120 180 240 Feet



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
September 15, 2015**

A meeting of the Fayetteville City Council was held on September 15, 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, Mark Kinion, Matthew Petty, Martin Schoppmeyer, John La Tour, Alan Long, Mayor Lioneld Jordan, Assistant City Attorney Blake Pennington, City Clerk Sondra Smith, Staff, Press, and Audience.

Absent: Alderman Justin Tennant and Alderman Sarah Marsh

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items:

Nominating Committee Report

Alderman Kinion presented the Nominating Committee report and recommended the appointments as submitted.

A copy of the report is attached.

Alderman Kinion moved to approve the Nominating Committee report. Alderman Long seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Alderman Marsh were absent.

Agenda Additions: None

Consent:

Approval of the September 1, 2015 City Council meeting minutes.

Approved

Mason Company of Leesburg, Ohio: A resolution to authorize the purchase of thirty-six (36) kennel doors from Mason Company of Leesburg, Ohio in the amount of \$19,554.00 plus applicable taxes to replace the existing deteriorating kennel doors at the Fayetteville Animal Shelter.

Resolution 157-15 as recorded in the office of the City Clerk

Beaver Watershed Alliance Memorandum of Agreement: A resolution to approve a joint funding agreement with the U.S. Geological Survey for water quality sampling on the West Fork of the White River at a cost to the city of \$7,000.00, to approve a Memorandum of Agreement with the Beaver Watershed Alliance to fund the city's portion of the joint funding agreement, and to approve a budget adjustment.

Resolution 158-15 as recorded in the office of the City Clerk

Bid No. 15-46 Tomlinson Asphalt Co., Inc.: A resolution to award Bid No. 15-46 and authorize a contract with Tomlinson Asphalt Co., Inc. in the amount of \$301,201.16 for the construction of the Lake Fayetteville Trailhead Parking Lot project, to approve a project contingency in the amount of \$30,000.00, and to approve a budget adjustment.

Resolution 159-15 as recorded in the office of the City Clerk

Bid No. 15-49 United Rentals (North America), Inc.: A resolution to award Bid No. 15-49 and authorize the purchase of aluminum shoring from United Rentals (North America), Inc. in the amount of \$29,561.54 plus applicable taxes for use by the Water & Sewer Division.

Resolution 160-15 as recorded in the office of the City Clerk

Bid No. 15-50 Future Link of Illinois, Inc.: A resolution to award Bid No. 15-50 and authorize the purchase of seventeen (17) mobile computer systems from Future Link of Illinois, Inc. in the amount of \$80,556.50 for use by the Fire Department, to authorize the purchase of additional mobile computer systems as needed through December 31, 2015 in an amount not to exceed \$17,000.00, and to approve a budget adjustment.

Resolution 161-15 as recorded in the office of the City Clerk

2015-2016 Selective Traffic Enforcement Program Grant: A resolution to authorize acceptance of a 2015-2016 Selective Traffic Enforcement Program grant in the amount of \$112,900.00, and to approve a budget adjustment.

Resolution 162-15 as recorded in the office of the City Clerk

Arnold L. Hollingsworth Lease Agreement: A resolution to approve a two year lease agreement with Arnold L. Hollingsworth for the hangar located at 4568 S. School Avenue and office space in the Airport Terminal building in the amount of \$4,687.00 per month.

Resolution 163-15 as recorded in the office of the City Clerk

2015-2016 T-Hangar Lease Agreements: A resolution to approve T-Hangar lease agreements in 2015 and through 2016 at the current rental rate or as adjusted upward by the Airport Board for all T-Hangars rented at the Fayetteville Executive Airport.

Resolution 164-15 as recorded in the office of the City Clerk

Real Assets, Inc.: A resolution to authorize a contract with Real Assets, Inc. to represent the city in selling approximately 1.25 acres of city-owned real property on Old Wire Road near Gulley Park for a six percent (6%) commission.

Resolution 165-15 as recorded in the office of the City Clerk

Govdeals, Inc. of Montgomery, Alabama: A resolution to authorize a contract with Govdeals, Inc. of Montgomery, Alabama, pursuant to a National Joint Powers Alliance purchasing agreement, for the provision of online auction services for the sale of surplus or obsolete city property.

Resolution 166-15 as recorded in the office of the City Clerk

Federal Emergency Management Agency Assistance to Firefighters Grant: A resolution to authorize the acceptance of a 90/10 Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of \$65,883.00 for the purchase of washer extractors and drying cabinets for the Fire Department, and to approve a budget adjustment.

Resolution 167-15 as recorded in the office of the City Clerk

Washington County Pre-Hazard Mitigation Plan: A resolution to adopt the Pre-Hazard Mitigation Plan for Washington County and the City of Fayetteville as required to qualify for future Federal Emergency Management Agency Pre-Hazard Mitigation funding.

Resolution 168-15 as recorded in the office of the City Clerk

Economic Development Consulting Services: A resolution to approve a six (6) month extension to the contract with the Fayetteville Chamber of Commerce for economic development consulting services in the amount of \$82,500.00 and to approve a budget adjustment.

Resolution 169-15 as recorded in the office of the City Clerk

Alderman Kinion moved to accept the Consent Agenda as read. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Alderman Marsh were absent.

Unfinished Business:

Amend 172.05 (ADM 15-5088 UDC Amendment Chapter 172.05 Non-Residential Parking Requirements: An ordinance to amend section 172.05 of the Unified Development Code to remove minimum parking standards for non-residential uses. *At the September 1, 2015 City Council meeting, this ordinance was left on the First reading.*

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

Assistant City Attorney Blake Pennington read the ordinance.

Jeremy Pate, Director of Development Services: As discussed at the last City Council meeting, there were request by Council members to have this at three separate readings. We request that this be left on the second reading. We have been working on a new version. We will have that for you by the next Agenda Session for review.

This Ordinance was Left on the Second Reading

New Business:

Special Needs Assistance Program Grant Agreements: A resolution to approve Special Needs Assistance Program grant agreements with the U.S. Department of Housing and Urban Development in the total amount of \$414,161.00 for the city to administer programs to assist homeless Fayetteville residents.

Yolanda Fields, Community Services Director gave a brief description of the resolution.

Alderman La Tour: How will these funds be dispersed into our community? Will someone file an application with your office?

Yolanda Fields: There will be an application process. The goal is to obtain housing for individuals. It is three grants. One grant will help individuals with tenant based rental assistance.

The second grant, which makes up the total, is for payment of leasing for individuals that are homeless and disabled. The third grant would be working with landlords to provide homes for the homeless. This is for the chronically homeless and disabled.

Alderman La Tour requested information on how a homeless person would be able to apply and obtain the assistance available.

Yolanda Fields: We would work with them. We would have a case worker determine what their needs are and then qualify them as homeless individuals that meet the criteria. There are some individuals that are already working with the non-profit. We would continue those relationships and try to get the homeless folks help. We hope they would be able to come back into society as productive citizens.

Alderman La Tour: Is there any potential for discretion on the part of the administrator? You might have a thousand people apply that might exhaust the funds. How would you distinguish who should get the money?

Yolanda Fields: There are only a certain number of slots. You can only help a certain number of people at a time. They are allowed to be in those positions for a certain period of time. Once they cycle out, then you get new people in. The goal is to help people get back on their feet and provide them a home.

A discussion followed about homeless or disabled individuals not receiving assistance due to the slots already being filled.

Alderman La Tour: I am skeptical of HUD and their programs. I don't like giving people a handout. I like giving people a hand. I know of situations where there are seventh generations of families living on government payments. I don't think it is a good thing. I want people to be independent and produce for themselves. I understand if our program is to temporarily help someone get on their feet, which is fine. I don't want it to become a dependency.

Yolanda Fields: That is not the goal of this program. This is why there are slots and people recycle through. There is case management. It is working with an individual to get them to the point that they are standing on their own.

Alderman La Tour: I'm glad to hear that. Thank you.

Loraine O'Neal, 3001 West Wedington: I have skepticism on things of this nature. My concern is the portion that will be consumed by administrative cost. I have concerns about eligibility.

Alderman Kinion stated the three grants that are administered under this program can be viewed to see how they are broken down in services and administrative cost.

Mayor Jordan: Yolanda, do you want to address the administrative cost?

Yolanda Fields: There are limits and caps to what is utilized for administrative purposes. I want to assure you that we would meet all of those. HUD does all their monitoring. We have never had any issues with our administrative cost on our other federal grants. We have been in compliance for many years.

Alderman Gray: I am very happy that we as a city can take over this particular grant and administer it so that we can help the homeless people of our city. I am sorry that the non-profit that started it can't complete it, but I am delighted that we can step in and take over. I am very supportive of this.

Alderman Petty moved to approve the resolution. Alderman Long seconded the motion. Upon roll call the resolution passed 5-1. Alderman La Tour voting no. Alderman Tennant and Alderman Marsh were absent.

Resolution 170-15 as recorded in the office of the City Clerk

Enact Article XXVIII City Board of Health: An ordinance to enact Article XXVIII City Board of Health in Chapter 33 Departments, Boards, Commissions and Authorities of the Fayetteville code.

Assistant City Attorney Blake Pennington read the ordinance.

David Dayringer, Fire Chief gave a brief description of the ordinance.

Mayor Jordan: We sat on that board together and they wanted to make these changes.

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

Assistant City Attorney Blake Pennington read the ordinance.

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

Assistant City Attorney Blake Pennington read the ordinance.

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

Ordinance 5797 as Recorded in the office of the City Clerk

RZN 15-5148 (402 E. 7th St./Niederman): An ordinance rezoning that property described in Rezoning Petition RZN 15-5148, for approximately 0.20 acres, located at 402 E. 7th St. from NC, Neighborhood Conservation to RMF-12, Residential Multi-Family, 12 Units per acre.

Assistant City Attorney Blake Pennington read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. The Planning Commission voted 8-0 in favor. Staff is recommending approval.

Zara Niederman, Applicant stated he supports eliminating the commercial parking requirements. He stated he would like to give his encouragement to think more about the parking requirements for residential. He would like to see more dense development.

Alderman La Tour: What are you going to build on 0.20 acres?

Zara Niederman: The plan is to build two unit townhouses.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman La Tour seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Alderman Marsh were absent.

Assistant City Attorney Blake Pennington read the ordinance.

Alderman Gray: Did you say that staff recommends this?

Jeremy Pate: That is correct.

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

Assistant City Attorney Blake Pennington read the ordinance.

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

Ordinance 5798 as Recorded in the office of the City Clerk

RZN 15-5149 (2975 Old Farmington Rd./King Sievert): An ordinance rezoning that property described in Rezoning Petition RZN 15-5149, for approximately 1.27 acres, located at 2975 Old Farmington Rd. from RSF-4, Residential Single Family, 4 units per acre to RSF-8, Residential Single Family, 8 units per acre.

Assistant City Attorney Blake Pennington read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. The Planning Commission voted 8-0 in favor. Staff is recommending approval.

Alderman Petty: I will be recusing from this vote, with an interest in the property and having filed the application.

Michael Ward, Infill Group stated his gratitude for the Planning Commission and city staff recommendation.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman La Tour seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty recused himself. Mayor Jordan voted yes to suspend the rules. Alderman Tennant and Alderman Marsh were absent.

Assistant City Attorney Blake Pennington read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman La Tour seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty recused himself. Mayor Jordan voted yes to suspend the rules. Alderman Tennant and Alderman Marsh were absent.

Assistant City Attorney Blake Pennington read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-0. Alderman Petty recused himself. Alderman Tennant and Alderman Marsh were absent.

Ordinance 5799 as Recorded in the office of the City Clerk

2015 Millage Levy: An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas, for the year 2015 fixing the rate thereof at 2.3 mills for General Fund Operations, 0.4 mills for the Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief Fund and 1.0 mill for the Fayetteville Public Library; and certifying the same to the County Clerk of Washington County, Arkansas.

Assistant City Attorney Blake Pennington read the ordinance.

Paul Becker, Finance Director gave a brief description of the ordinance.

Alderman La Tour: Speaking legally, once this tax is passed and it goes into the General Fund, is there anything that binds the city to spend the money for Police and Fire?

Paul Becker: No. It funds the entire General Fund.

Alderman La Tour: There is nothing binding in this ordinance that makes us spend the money for Police and Fire.

Paul Becker: The fact that we put them into the budget means that those positions will be there and an expense will be created.

Alderman La Tour: Can we take them out of the budget?

Paul Becker: The Police and Fire?

Alderman La Tour: Sure.

Paul Becker: These additional positions, yes.

Alderman La Tour: We are voting for an increase in the General Fund spending. It may or may not go to public safety. There is nothing binding in this that makes us put it to public safety.

Paul Becker: The City Council will approve the budget before December. At that point it will contain a request for these positions.

Alderman La Tour: We vote on budget adjustments every meeting. I don't want us to play this smoke in mirror game. Here is what we are voting for, when really it's General Fund spending.

Mayor Jordan: That will be for you all to determine.

Alderman Gray: I feel that it is our responsibility as a City Council to decide where the money goes. In the nine years I have been on the Council that is the way it has been. I don't see any chance that it is going to change.

Alderman Long: There is a certain amount of public trust put into our elected officials that are sitting here at this table. If we say that is what it is going to go for and if we vote for it, the public should trust that we are going to do that or vote us out of office next time.

Mayor Jordan: That is correct.

Paul Becker: These are fungible assets.

David Dayringer, Fire Chief gave a presentation on the impact of the City of Fayetteville's population growth on the Fire Department's ability to save lives and property. He stated the Fire Department is impacted in four different ways, which are; call volume increases, response time increase, survival rate and cardiac arrest decrease, and the amount of property the Fire Department can save decreases. He stated rapid response saves lives. He stated the response times and save rates are related. He stated in 2007 the save rate and cardiac arrest was 37% and in 2014 it was 22%. He believes the trend will continue due to the pressure on the public safety systems as the population continues to grow. He stated this isn't a one-time fix for what is occurring. He stated this is a public safety infrastructure that we will have to address periodically toward the future. He stated in order to meet the service demand the Fire Department recommends creating a new fire company and unfreezing two positions. He stated this will create a company in the core of the city

so that the outlying fire companies can stay in their first-in-area more often. He stated a position he would like to unfreeze is the Safety and Supply Battalion Chief.

Alderman La Tour: I am in favor of public safety and appreciate the job you do. I have the upmost respect for you and the Fire Department. This Council was discussing giving the Walton Arts Center \$50,000 earlier this year and I raised that very issue of unfunded frozen positions. You stood here and told us you didn't need them. Now you are telling us the opposite. What has changed?

David Dayringer, Fire Chief: One position isn't going to impact the response times. The response times are our number one priority. It takes a fire unit which is ten members to make an impact.

Greg Tabor, Chief of Police stated that last year Alderman Long brought up adding five new police positions and at the time we didn't feel it was needed. He stated 2006 was the last time the Police Department received personnel and that put them at a total sworn staff of 120. He stated as of today he is staffed at 120. He stated numbers have fluctuated up and down a little based on freezes and grants. He gave a presentation attributing to the increased workload, code zeros, and response times. He discussed the population of the city, enrollment at the University of Arkansas increasing, an increase in square miles inside the city limits, and an increase in road miles. He stated they did a trial nine beat for a quarter and it helped create a better response time. He stated one of the best things that can be done for crime prevention is to have officers greeting the public in a non-enforcement type situation. He stated the need for an additional dispatcher for increased calls, which would help with communication with the Fire Department when there is a structure fire.

David Dayringer, Fire Chief stated the number of fires has been going up. He stated the Shift Commanders have been talking about the need for an additional dispatcher. He stated it is a dangerous situation and the addition of a dispatcher would be helpful.

Mayor Jordan: I would prefer to leave it on this reading.

Alderman Long requested a copy be sent to him of Chief Dayringer and Chief Tabor's presentations.

Alderman La Tour: I appreciate Chief Tabor and Chief Dayringer. There is nothing legally binding and the City Council can change the funding anytime we want too. We aren't committing these funds to Police or Fire. We are increasing the tax on our citizens without a public vote. It would be fair to let the people vote if they want to pay the extra tax or not, instead of us imposing our will on the people. Those of us who are affluent, who have college educations, \$200 a year doesn't matter much to us, but there are a lot of people who don't have that privilege. I urge my colleagues to think of them when you vote and are we really committing this money to public safety. I am concerned that our Police and Fire do not have a designated mill like our library does.

Paul Becker, Finance Director: This is discretionary millage. There is no authority in the statutes to allow a specific designation that is required to public safety. When it comes to discretionary millage, it is the discretion of the Council.

A discussion followed about the City Council having authority to approve the budget and the amount of money allotted for public safety.

Blake Pennington, Assistant City Attorney: The Arkansas Constitution and statutes authorize several different types of millage that can be levied against personal and real property. It can go to general government activities, which is what this is for, bonded indebtedness, library maintenance and operation, library capital improvements and construction, and police and fire pension funds. Those are the only categories that the city is authorized to levy a millage for.

Alderman La Tour: We are voting for a general tax increase on our people. There is nothing that requires the money to go to Fire and Police, other than those of us up here who vote to put it there. We just spent over \$300,000 on a special study for single stream recycling. We just spent \$35,000 or \$40,000 to hold a Special Election. It bothers me that we spend all this money and now we can't make our budget and we have to increase our tax. We are going from 1.3 mills in the General Fund to 2.3 mills. That is a 77% increase.

Alderman Kinion: If we have \$300,000 that goes to a study that impacts our solid waste stream, that comes out of Enterprise Fund, not a General Fund. It is irrelevant to put it in this as a point. Our Enterprise Fund is operated separately than our General Fund.

Mayor Jordan: Paul, is that correct?

Paul Becker, Finance Director: That is correct.

Alderman La Tour: When we set our prices for Enterprise Funds, they are set. What we are charging our customers for trash collection, water, sewer, and all the services we provide, those prices are set to allow for that \$300,000 to be spent. If we weren't spending that \$300,000 we could lower our prices and people would have more freed up income to pay the higher tax. It is not irrelevant. It is still money coming from public funds.

Alderman Petty believes that statistics can be spun in many different ways. He stated there is only one way to pay for new Policemen and Firemen according to state law. He stated this is the way to do it and there is a need for new Policemen and Firemen.

Mayor Jordan: We are going to leave it right here and be back in two weeks.

This Ordinance was Left on the First Reading

Announcements:

Alderman Long: There will be a Ward 4 meeting on September 28, 2015 in Room 111 at City Hall at 6:00 p.m.

City Council Agenda Session Presentations:

Agenda Session Presentation, General Fund Budget Presentation in regard to 2016 Millage Levy-Paul Becker, Chief Financial Officer.

City Council Tour: None

Adjournment: 6:58 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

City of Fayetteville Staff Review Form

2015-0466

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Paul Becker

10/1/2015

Chief Financial Officer /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Proposal to consolidate the Fayetteville Local Firemen's Pension Fund with LOPFI by the Local Firemen's Pension Board.

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? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council

FROM: Paul Becker, Finance Director

DATE: October 1, 2015

SUBJECT: **Proposal to consolidate the Local Firemen's Pension and Relief Fund with LOPFI by the Local Firemen's Pension Board**

RECOMMENDATION:

The City Administration is forwarding this request to the City Council without making a recommendation because of the many uncertainties that exist. The Mayor has continually maintained that he would support consolidating the plan if no costs or minimal costs would be incurred. The Mayor does not feel that all his questions have been adequately answered at this time and is waiting for additional information that has been requested from the Pension Review Board (PRB) actuary.

DISCUSSION:

The Fayetteville Local Firemen's Pension Fund was classified as insolvent by the PRB in 2009. On September 29, 2015 representatives of the PRB (specifically Jody Carreiro the PRB actuary and David Clark the Executive Director of LOPFI and the PRB) came to a special City Council meeting and gave a presentation on the current position of the Local Firemen's Pension Fund and the possible long term solutions to the funding problems. Based on that presentation the Local Firemen's Pension Trust Board is requesting the City Council approve its request that the plan be consolidated with LOPFI.

During the presentation, it was shown that the Fund's assets have an 80% risk of being depleted within the next 10 to 15 years. Potential solutions included allowing the Fund to be depleted; subsidizing the Fund with additional General Fund Revenue by between \$150,000 and \$200,000 for somewhere between 15 and 30 years; or sending the Fund to LOPFI for administration and management, which is termed consolidation. The consolidation options would be to amortize the unfunded liability over either a 15 or 25 year period and to include or exclude a COLA. It was quickly determined that the only financially feasible option would be a consolidation over a 25 year period without a COLA.

If the Fund was sent to LOPFI for consolidation under the plan to amortize the liability over a 25 year period without a COLA, the actuary indicated the City would not incur additional costs **provided the actuarial assumptions were met and the property tax collections increased by 3% per year due to increased assessed property values.** Generally this also means the assumed mortality table proves accurate and an 8% rate of return on current assets is achieved.

The amount the City would pay LOPFI in 2016 would be 33.3% of covered payroll (current fire personnel working). This would be an increase from 24.5% which is the current LOPFI rate.

That is an increase of \$561,262 in dollars, which would be covered in what we currently collect from property taxes and insurance turnback for the Fund. We would, of course, send all of the amounts collected from these sources to LOPFI to reduce the unfunded liability as quickly as possible. This is in keeping with the actuary's recommendation. However, that percentage rate is only certain for 2016 and subject to change after that.

It is important for the Council to understand that currently the Pension Fund is primarily responsible for the unfunded pension liability and that if the Council agrees to consolidate the Fund the City becomes primarily responsible for that liability. Again, if all actuarial assumptions aren't met, including an 8% rate of return on investments or if the mortality patterns do not meet expectation, the City would be liable for any additional costs over and above the amounts being collected for the old Fund, which would have to be paid for by the General Fund and those costs could be significant. The chance of that happening are speculative and potential amounts if any are difficult to determine.

BUDGET/STAFF IMPACT:

Unknown

Attachments:

Fayetteville Firefighters Pension Fund Special Report

LOPFI Consolidation Report

Fire Pension Fund 2014 Annual Actuarial Report

Fayetteville Firefighters Pension Fund Special Report

Presented September 29, 2015

Jody Carreiro

Osborn, Carreiro & Assoc.

Purpose of Our Report & Presentation

- Current status of Pension Fund
- Changes since our last report
- Projections of Current Plan
- Projections of LOPFI consolidation

Recent Valuation Results

	Unfunded Accrued Liability	Market Value of Assets	Funded Ratio
12/31/2009	\$15,061,519	\$5,787,509	27.8%
12/31/2010	\$14,937,189	\$5,573,909	27.2%
12/31/2011	\$15,144,204	\$5,015,419	24.9%
12/31/2012	\$14,990,957	\$4,682,930	23.8%
12/31/2013	\$14,139,985	\$4,624,857	24.6%
12/31/2014	\$13,979,405	\$4,377,557	23.8%

Recent Valuation Results

	Calculated Contribution	Actual Contribution	Ratio
12/31/2009	\$3,155,357	\$611,055	19.4%
12/31/2010	3,240,353	631,157	19.5%
12/31/2011	3,346,655	629,918	18.8%
12/31/2012	3,402,323	741,091	21.8%
12/31/2013	3,250,675	747,511	23.0%
12/31/2014	3,214,908	756,819	23.5%

Financial History – pages 9-10

- Note Non-Investment Cash Flow.
 - Over \$600,000 outflow per year.
- Assets from \$9.6 million to under \$4.4
- Ratio of Assets to Expenses: 3.1
- Average 10 year return, 5.63%

Sources of Income – page 9

- No Actives, so no employee/employer match contributions
- Local Millage
 - Increased 9% per year first four years
 - Increased 1.5% per year last five years
- Premium Tax formula changes in 2011
 - Almost \$100,000 per year more beginning in 2012

Page 17– Benefit Increases

- 50% to 65% base benefit December 6, 1996
- 65% to 90% base benefit June 6, 2001
- 3 year temporary 3% compound COLA, November 20, 2003
- No Change Based on a January 4, 2007 cash flow study based on December 31, 2005 valuation results.
- December 2009, PRB declared “Projected Insolvent,” we met with boards October, 2010.

Changes since 2010 Report

- 2010 report projected Unfunded about \$1.5 million larger than actual 12/31/2014.
- Cover letter, page 2
- About \$900,000 more investment income in 2010-2014 than expected
 - One of the best 5 year periods in the market
- Over \$300,000 additional premium tax due to 2011 law change.
- About \$200,000 in gains from mortality worse than expected.

Where is the Fund headed?

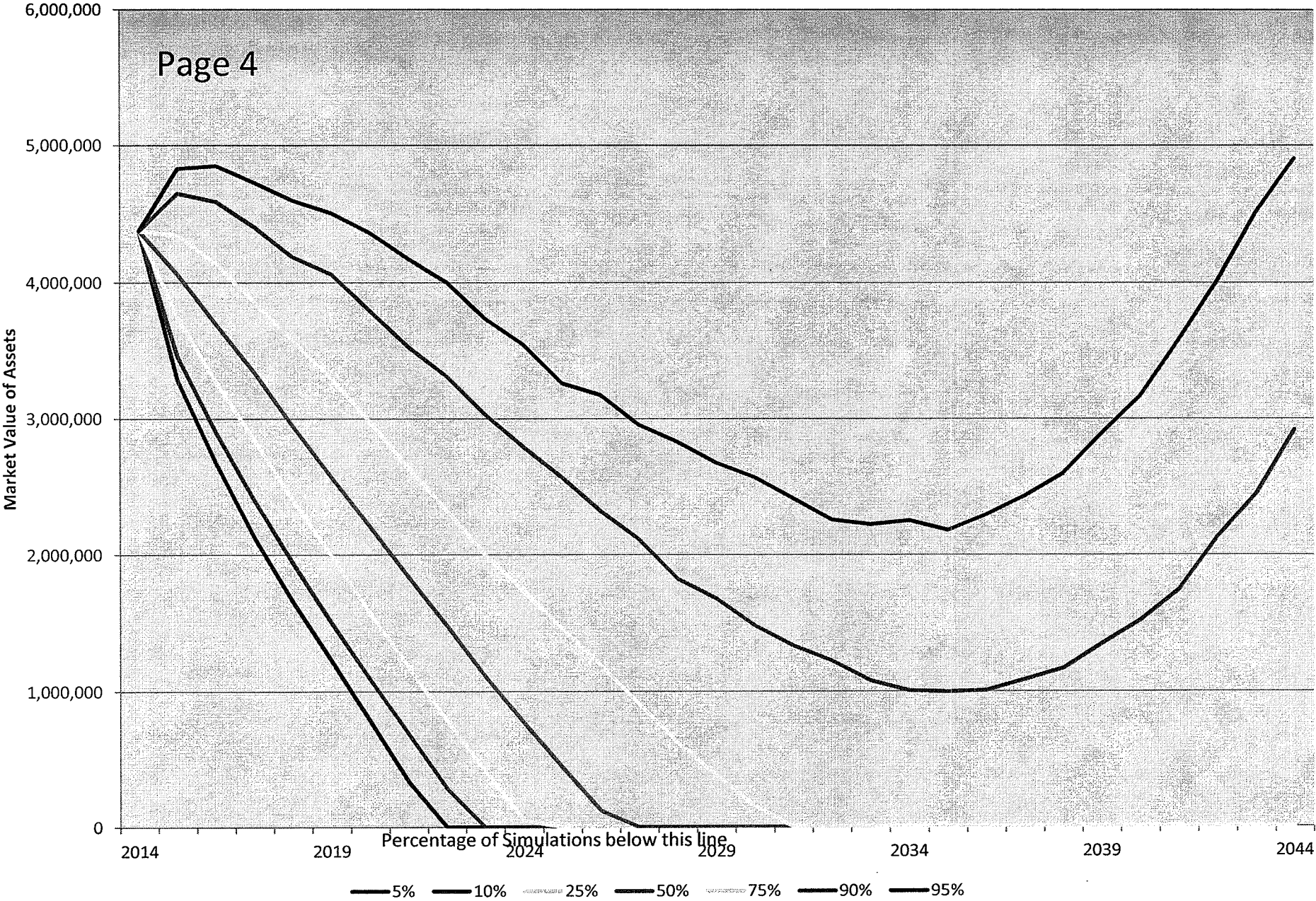
Cash Flow Simulation Process

- Valuation vs. Cash Flow
- Snapshot vs. Yearly Projection
- Liability assumptions vs. Added Asset assumptions
- Single Interest Assumption vs. Rate Simulations
- Guess vs. Assumption vs. Prediction
- Assumptions – pp 18-34

Results

- Charts found in Exhibit 2, page 3
- 2,000 simulations over 30 years of 6 classes of assets
- Arrange results from worst to best
- The worst 5% of the results are below the first red line
- The worst 10% of the results are below the first blue line

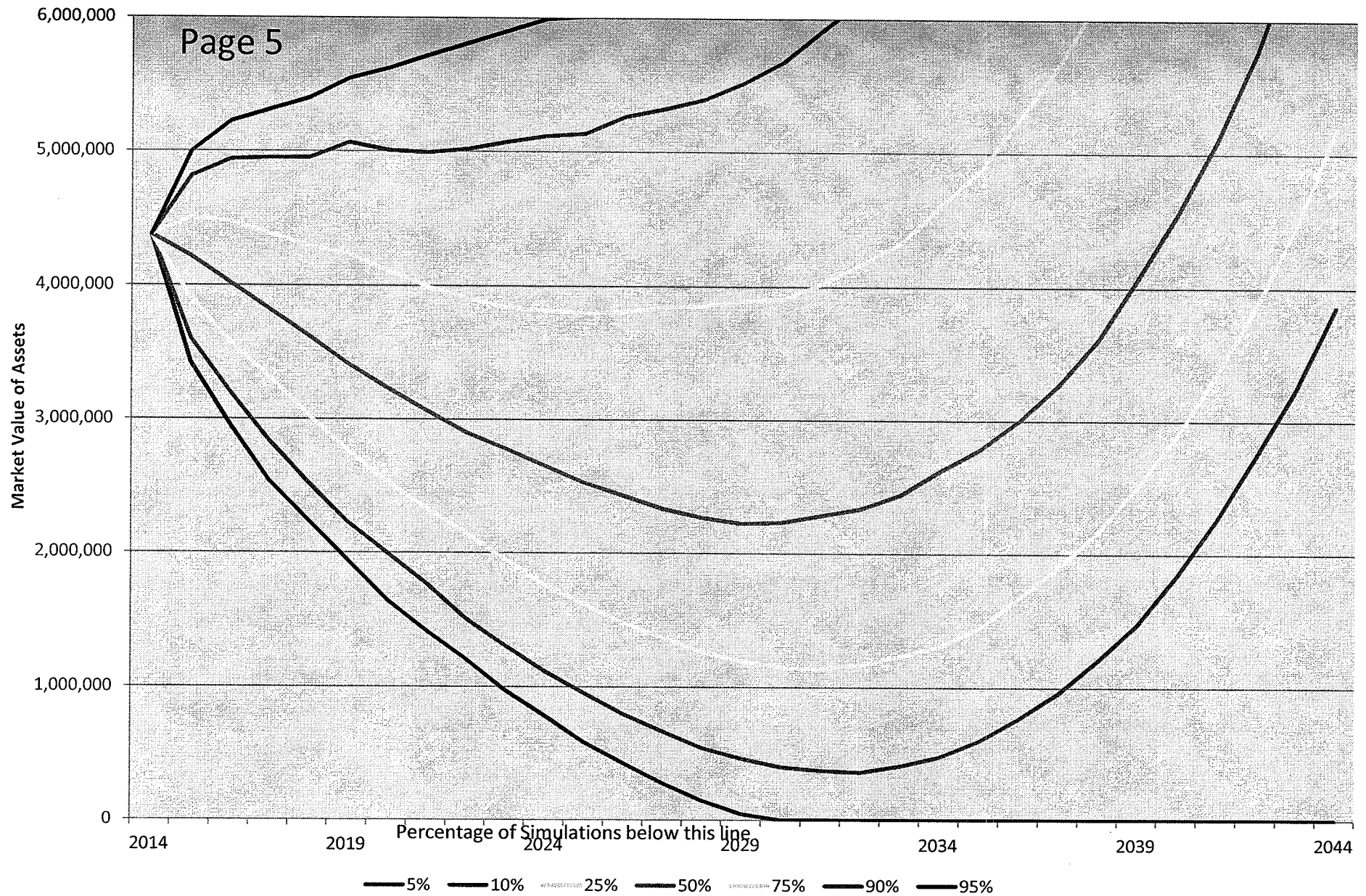
Fayetteville Fire Pension Fund
1/1/2015 Current Plan, Projected Assets Simulation



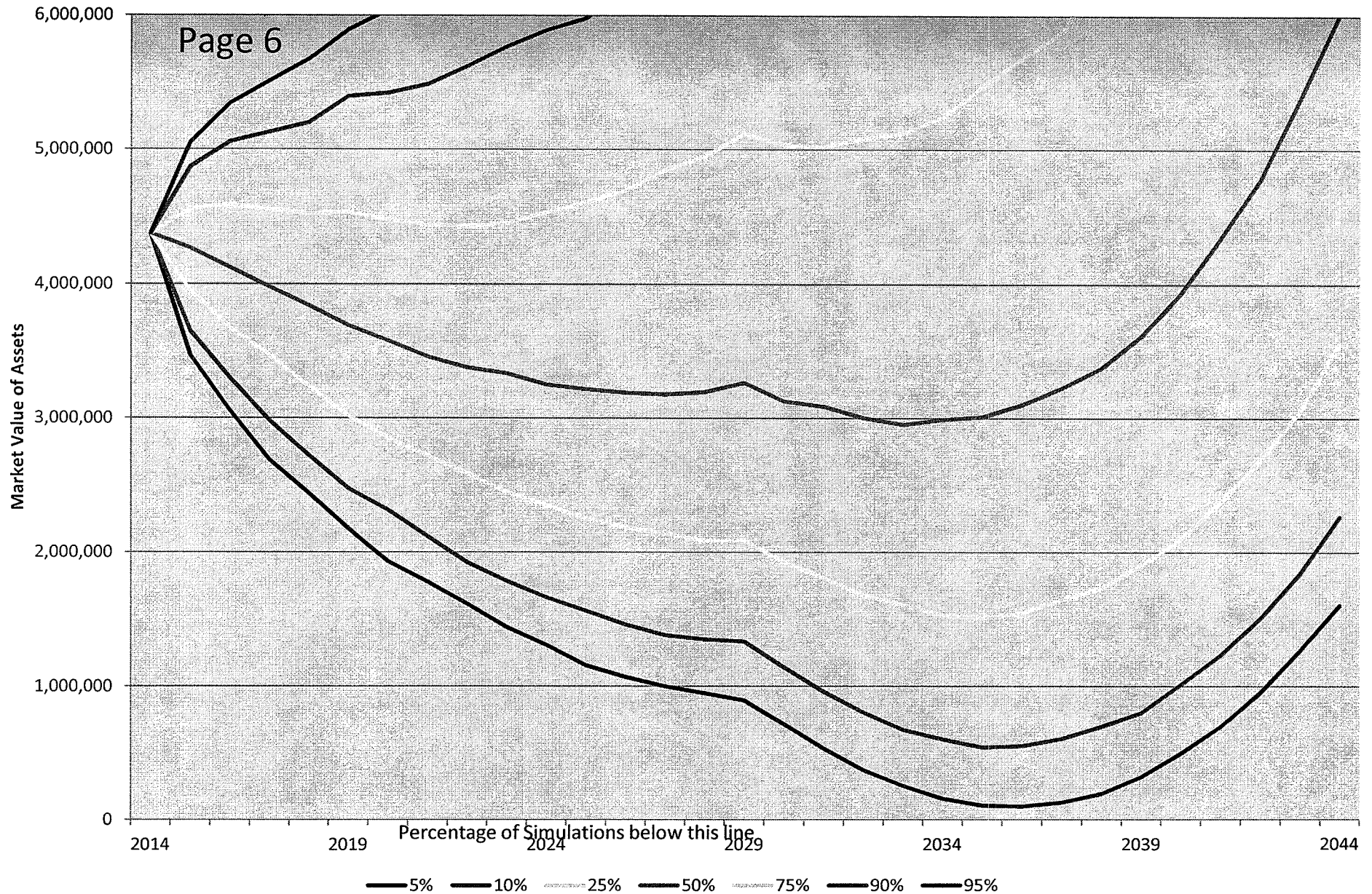
What this graph tell us

- 80+% Risk of Ruin: Risk of depleting assets before all benefits are paid.
- CANNOT earn our way out, need 10% every year (without variance), with liquidity concerns restricting investment options quickly.

Fayetteville Fire Pension Fund
1/1/2015 Current Plan with Additional \$150,000 per Year for 30 Years, Projected
Assets Simulation



Fayetteville Fire Pension Fund
1/1/2015 Current Plan with Additional \$200,000 per Year for 15 Years, Projected
Assets Simulation



What these graphs tell us

- Solved for the amount of money necessary to keep Local Plan solvent, with only 5% risk of ruin.
- \$150,000-\$200,000 is less than the calculated contribution in the reports, but still much higher than currently available.
- As will be shown, these amounts are also higher than LOPFI consolidation amounts.

Possible Actions – Local Plan Exhibit 1, Appendix A

- Maintain Current Direction
- Additional Contributions
- These choices appear to have too high a monetary and/or political cost.

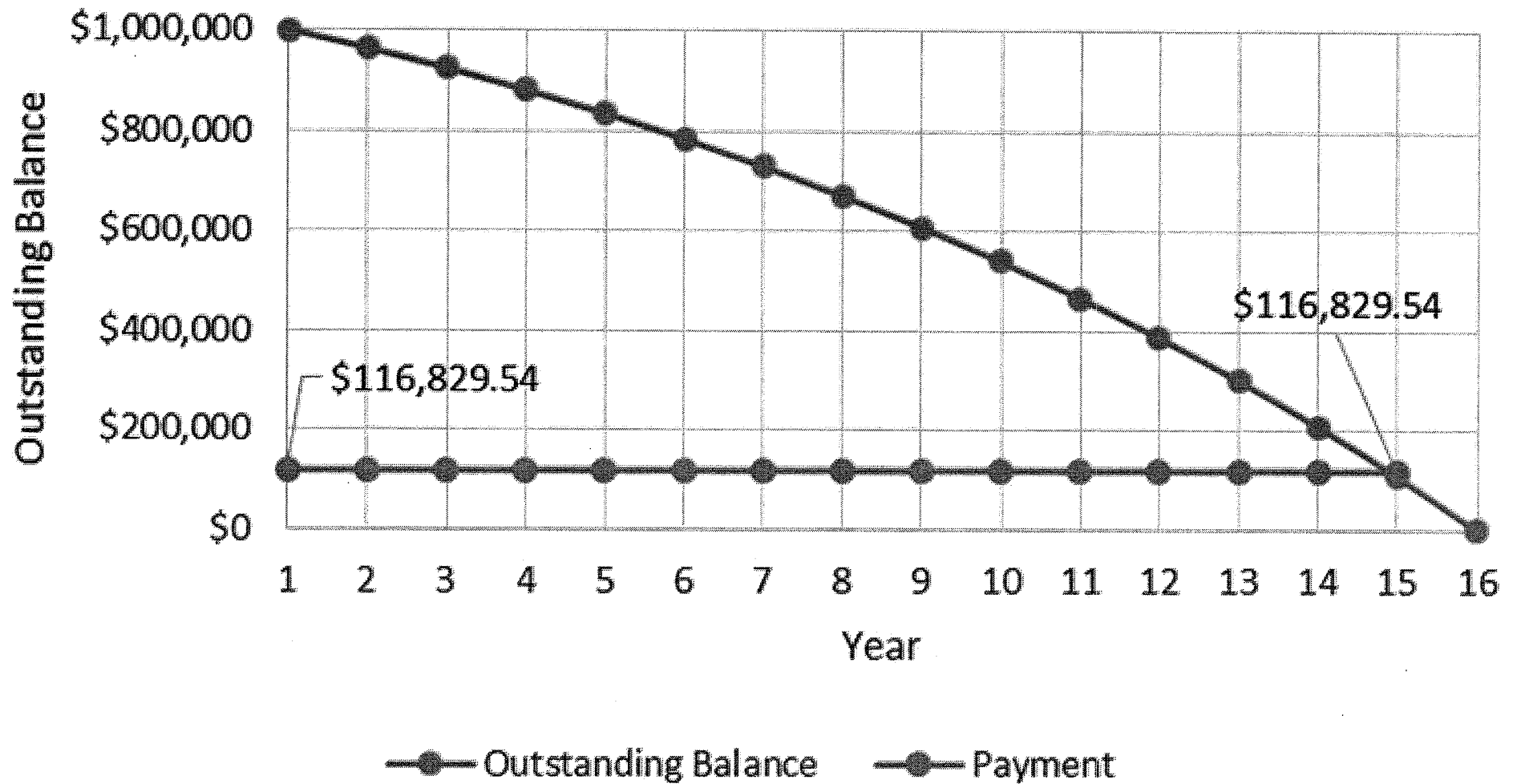
LOPFI Consolidation – What Happens?

- Plan assets transferred to LOPFI
- Local Pension Board dissolved
- City signs an agreement to pay the calculated LOPFI rate
- Benefits are guaranteed

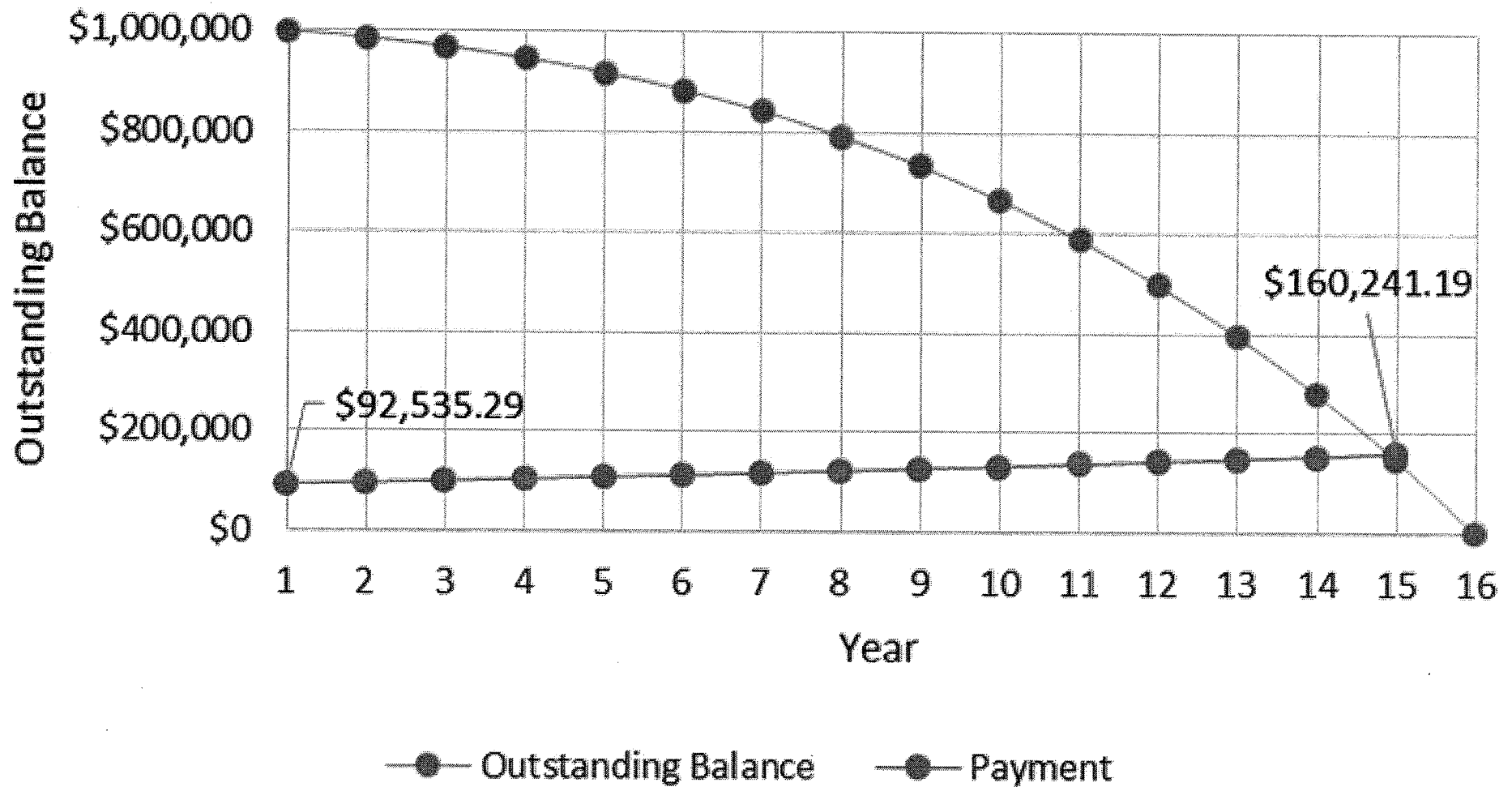
LOPFI Consolidation – Payment Plan?

- 15 year or 25 year (new)
- Closed
- Level Percentage of Pay
- Based on 8% interest
- And 4% salary growth

Level Dollar Amortization



Level Percentage of Pay Amortization



What this means?

	Meet Assumptions	Actuarial Loss-Year 1	No Gain/Loss Pay above rate
Initial UAL	1,000,000	1,000,000	1,000,000
25 year amortization	.063092	.063092	.063092
First year payment	63,092	63,092	63,092
Total City Salary	900,000	900,000	900,000
LOPFI Rate Added	7.01%	7.01%	7.01%
Expected UAL year 2	1,014,384	1,014,384	1,014,384
Actual (Gain)/Loss	0	50,000	-25,000
Actual UAL year 2	1,014,384	1,064,384	989,384
24 year amortization	.064677	.064677	.064677
Second year payment	65,607	68,841	63,990
Total City Salary	936,000	936,000	936,000
LOPFI Rate Added	7.01%	7.35%	6.84%

Important Consideration

- Regardless of the consolidation option—any excess revenue can be used to pay down the unfunded liability
- Better to pay down debt while the calculated contribution is lower (in dollar terms), because funds should be available (ARM)
- Don't just look at first year payment—important to keep increase/liability in mind!

15 Year Amortization Option

- Exhibit 3 (pg. 7-8), and Scenarios J, K, and L (pg. 35-37)
- Projected with different millage growth assumptions
- Even in optimistic growth scenarios, the city would need to come up with additional contributions after the second year
- We don't believe this is a realistic option given the City's constraints

25 Year Amortization Option

- Exhibit 3, and Scenarios E, F, G, H, and I (pg. 30-34)
- All scenarios assume that excess millage and other contributions are used to pay down the liability
- If millage grows at 3% annually and other assumptions are met: current sources project to be sufficient. (Scenario E – pg. 30)
- Over the last 9 years, this has been realized—but the last 3 years have only shown 1.5% growth.

Millage Risk (25 Year Amortization)

- We also projected less favorable millage growth (Exhibits F-I, pgs. 31-34)
- If only 2% growth realized, would need additional contributions in approx. 2032. (Scenario F)
- The additional contributions in the future could be mitigated by additional contributions in the present.
- Approximately equivalent to \$30,000 in additional contributions each year (Scenario G)

Millage Risk (25 Year Amortization)

- Exhibits H and I show projections assuming 1% Millage Growth
- Would be able to make LOPFI contributions with current sources (assuming assumptions met) until 2026
- Additional contributions required starting 2026 are approximately equivalent to an additional \$90,000 per year on top of current revenue streams

Other Risk Factors

- Future results sensitive to more than just millage collections.
- Investment Return (different from 8%)
- Mortality (different from expected)
- Premium Tax (Formula could change—revenues to fund could be impacted)

Questions/Concerns

- Happy to delve into details or answer more general questions

FAYETTEVILLE FIREFIGHTERS PENSION FUND

SPECIAL REPORT

PRESENTED SEPTEMBER 29, 2015

Osborn, Carreiro & Associates, Inc.

ACTUARIES • CONSULTANTS • ANALYSTS

124 West Capitol Avenue, Suite 1690

Little Rock, AR 72201 (501)376-8043

Osborn, Carreiro & Associates, Inc.

ACTUARIES • CONSULTANTS • ANALYSTS

One Union National Plaza, Suite 1690
124 West Capitol Avenue
Little Rock, Arkansas 72201
(501) 376-8043
FAX (501) 376-7847

September 28, 2015

Fayetteville Fire Pension and Relief Fund
c/o City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Fayetteville Fire Pension Fund

Ladies and Gentlemen:

This report presents the results of our January 1, 2015 actuarial study of the assets and liabilities of the Fayetteville Fire Pension and Relief Fund (the "Pension Fund"). This report goes beyond the present value of the liabilities calculated in the regular valuation to show the timing and development of the income and expense streams. These streams are then reviewed with various proposals to improve the long term security of the Pension Fund.

This report was completed according to the request of the Arkansas Fire and Police Pension Review Board (PRB). The PRB is providing this information to the Pension Fund to meet their obligation to provide options to improve funding as described in ACA §24-11-208.

PROCESS

We prepared a cash flow analysis. We first project out the benefit payments from the Pension Fund for the next 50 years. Next, the contribution income to the fund was projected. The contribution income includes the member contribution, the city match, local millage contributions, and insurance premium tax distributions. Exhibit 7 details the assumptions we made regarding these contributions. Note that in the 2011 legislative session, the methodology for allocating insurance premium taxes was changed and was first implemented in 2012. This report reflects that change.

Once the benefit payout and contribution income projections were prepared, investment income was added. Instead of assuming a single level rate of return, we have simulated the investment results based on your current and expected future asset allocation. Exhibit 2 shows the results.

CURRENT STATUS OF FUND

If no changes are made, the Pension Fund is expected to deplete its assets between 10 and 15 years from now. We calculated the risk of ruin to be over 80%. That is, in 80% of the simulated results the Pension Fund spends all of its assets before all benefits are paid. The graph in Exhibit 2 shows the various outcomes of the simulations. Therefore, we would conclude that without some significant change in the plan's cash flows, the Fund will run out of money.

This risk of ruin is slightly lower than projections showed five years ago due to a number of factors, but the risk is still at an unacceptable level. The plan's position was better than projected primarily due to stellar investment returns, favorable mortality experience, and large increases in premium tax revenues due to legislation enacted in 2011.

The report completed as of January 1, 2010 (five years ago) projected that the Unfunded Accrued Liability would be about \$15.4 million by 12/31/2014. The actual UAL at 12/31/2014 was about \$13.9 million. This \$1.5 million difference is comprised primarily of investment earnings above the assumed amount (\$940,000), the large increases in premium tax revenues due to the new formula (\$317,000), and mortality experience gains (\$280,000).

POSSIBLE ACTIONS

We were asked to look at possible actions that could be taken by the board of the Pension Fund or the city in an effort to ensure that all benefits are paid to all participants. Several of these changes as well as the pros and cons of each action are discussed in Exhibits 1 and 3. Exhibit 1 describes the options available as a locally administered fund. Exhibit 3 discusses the options available under a LOPFI consolidation. The purpose of the report is not to dictate a particular action, but to describe for the board and the city the effects of different actions.

The possible actions reviewed are:

1. No change in current plan, investment strategy or income.
2. Additional city contributions
3. LOPFI consolidation – 25-year amortization
4. LOPFI consolidation – 15-year amortization

Fayetteville Fire Pension – p 3
September 28, 2015

Osborn, Carreiro & Associates, Inc.

ACTUARIES • CONSULTANTS • ANALYSTS

PROJECTION DETAILS

In order to aid the city with its decision regarding LOPFI consolidation, we have added two appendices which include several charts projecting the status of the plan under several different assumptions. The key results of these projections are discussed in Exhibit 1 (Appendix A) and Exhibit 3 (Appendix B).

CONCLUSIONS

Generally, we would conclude that the plan's position is likely to deteriorate without additional revenue and that LOPFI consolidation will become more expensive the longer the board waits to act. We would expect the plan to earn higher investment returns under LOPFI administration, partially due to the removal of liquidity constraints, although the city would be required to make the calculated contributions every year.

Note that the results shown in this study are projections, and not predictions. The results of our projections depend, of course, upon the actuarial assumptions being met. The actual results WILL vary on a year-by-year basis from the projections. Because of the size of the group, some of the results may vary materially from these projections. This report is based on the participant and financial data you supplied to the Arkansas Fire and Police Pension Review Board. We did not audit this data, although we did review it for reasonableness and consistency. This report is not intended for any other purpose or for use by persons who are not familiar with such matters.

If you have any questions or comments, please let me know.

Sincerely,



Jody Carreiro, A.S.A., M.A.A.A.

Actuary

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EXHIBIT 5	MEMBER DATA PROFILES
EXHIBIT 6	SUMMARY OF THE PLAN'S PROVISIONS
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APPENDIX B	PROJECTION DETAILS – LOPFI ADMINISTRATION

EXHIBIT 1

POSSIBLE ACTIONS – LOCAL PLAN

This report is to provide possible actions and the projected effects of those actions. This should provide the Board with the tools it needs to make important decisions for the future of the Fund. The following is a discussion of possible changes in the Pension Fund, along with positive and negative effects, if the plan remains under local control. We also make reference to projections we have made, included in Appendix A, which model the potential impact of each action. The discussion of various forms of LOPFI consolidation are included as Exhibit 3.

No Changes. The Pension Fund could continue on the same path that they are currently pursuing. The base benefit projection shows that the Pension Fund would deplete assets in 2020. If you assume the city would then be responsible for the benefit payments, then the additional contributions needed would be benefit payments in excess of millage and premium tax.

Positive. The Fund nor the City have to take any additional action at this time.

Negative. The projections show that the Fund cannot “earn” its way out of this in the long term. The projection shows that the Fund would need to earn about 10% every year to not deplete assets. A portfolio that could earn 10% would necessarily have a very high variance.

Negative. If the Fund did deplete its assets, the City is assumed to be responsible for picking up the benefit payments. This would be difficult for the City and would be a public relations problem.

Negative. The bond rating services do review the pension liabilities contained in the City’s financial reports. If the unfunded liabilities continue to grow or the Fund is depleted, it could affect the City’s ability to issue bonds. Please note that GASB67/68 moves the unfunded liability up to be a balance sheet item.

Scenario A of Appendix A illustrates a projection of the Fund’s position, assuming no changes, using the PRB’s 5% investment return assumption with 1% millage growth. The plan projects to deplete assets in 9-10 years, with additional contributions required to make up the shortfall until approximately 2034. The expected first year LOPFI contribution continues to rise until assets are depleted.

Scenario B also models the Fund’s position with no changes, but under the assumption of 2% annual millage growth. Under this scenario, the Fund would deplete its assets approximately 1 year later than in Scenario A, but the Fund would still require additional contributions for seven years in order to cover benefit payments.

EXHIBIT 1 (continued)

Additional City Contribution. The City could find additional contributions to be made to the Pension Fund to reduce the risk of ruin to an acceptable level, that is, 5%. We ran various simulations to solve for the additional amount needed over 15 years (\$200,000) and over 30 years (\$150,000).

Positive. The City significantly reduces the risk of having to pay benefits from general assets.

Positive. The City improves its financial statement by reducing the unfunded liabilities and possibly their standing with bond underwriters.

Negative. The current economic conditions make it difficult for cities to find any additional money for pension plans.

Scenarios C and D of Appendix A show projections under circumstances where the city board started making such additional contributions to the Fund. How these amounts were determined is discussed in further detail in Exhibit 2.

Scenario C illustrates the impact of an additional \$150,000 per year in contributions over the projection period (at 5% investment return and 1% millage growth). The assets would decline to about \$1.3 million before stabilizing somewhere around 2029, and revenues would cover benefit payments in approximately 2031.

Scenario D uses the same assumptions to show the impact of an additional \$200,000 per year over the next 15 years. The plan's unfunded liability would steadily be paid off, although the Fund would still not be fully funded by 2039. Assets would decline until approximately 2026 before stabilizing just above \$2.3 million.

Under both of these scenarios, future LOPFI consolidation costs are lower than in Scenarios A and B, as the unfunded liability is lower—the earlier the contributions are made, the better.

EXHIBIT 2

SIMULATION RESULTS

Following this page there is a series of three graphs showing the projected assets and the probabilities based on the simulation of investment results. These results are based on the actuarial assumptions concerning income and benefits detailed in Exhibit 7. The simulation looked at 2,000 series of 30 year investment results. The graph is read that the worst 5% of the results fall below the first red line, the worst 10% fall below the first blue line. The green line is where half of the results were better and half were worse. The three graphs are as follows:

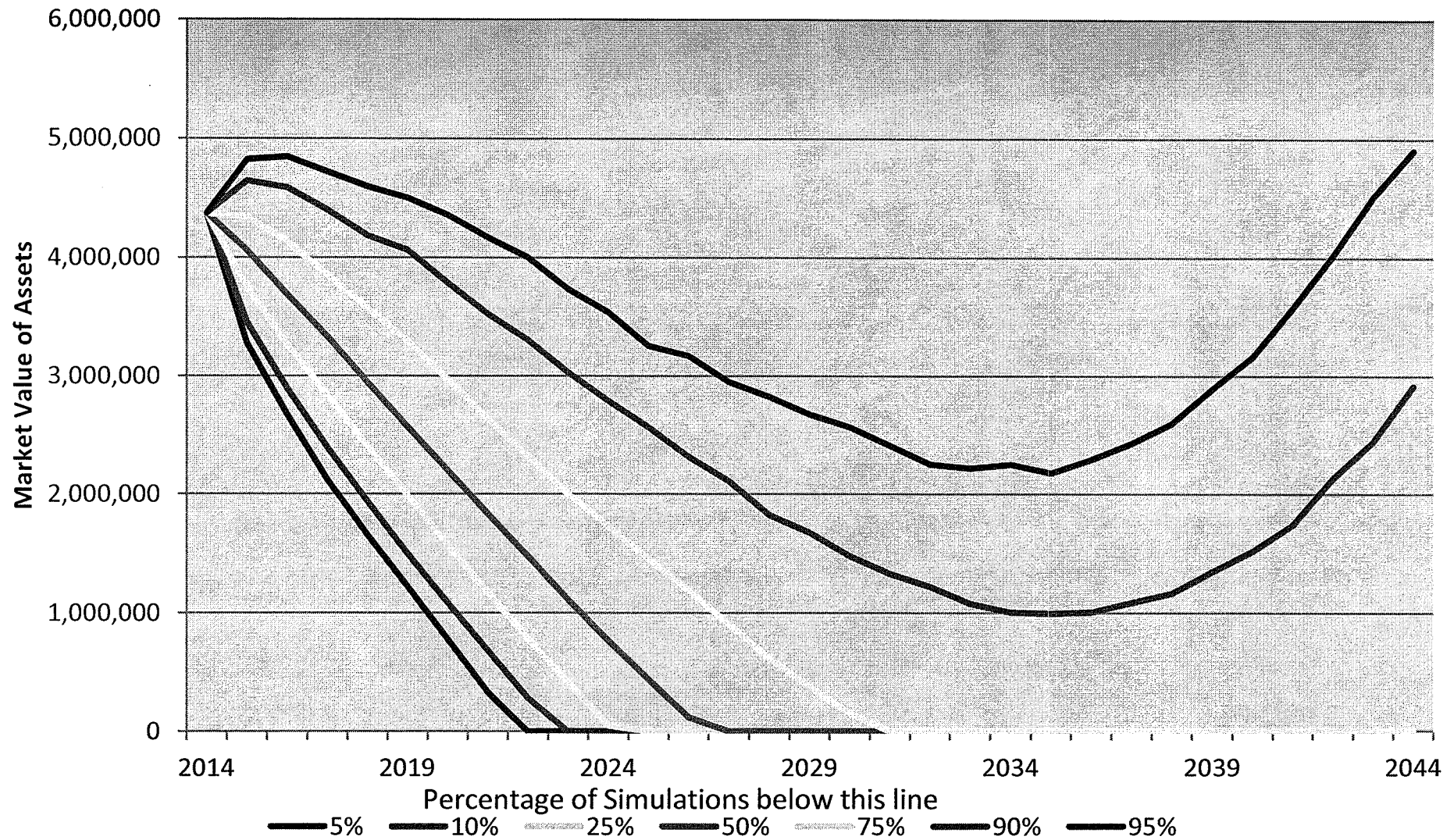
Current Plan. This is the plan as it is now with no additional income. Over 80% of the results depleted the fund, so even the median (green) line goes to zero. Another thing to note is that many simulations which deplete assets have losses in the first few years. In other words, the fund cannot afford another big loss in the near term.

Additional Amount for 30 Years. We ran several simulations to find the additional city money that would be needed to reduce the risk of ruin to about 5%. This would be considered an acceptable level of risk. The graph shows that \$150,000 additional every year for 30 years would reduce the risk to about 5%. We should also note that additional money and moving to a more conservative portfolio as the Fund becomes better funded further reduces risk.

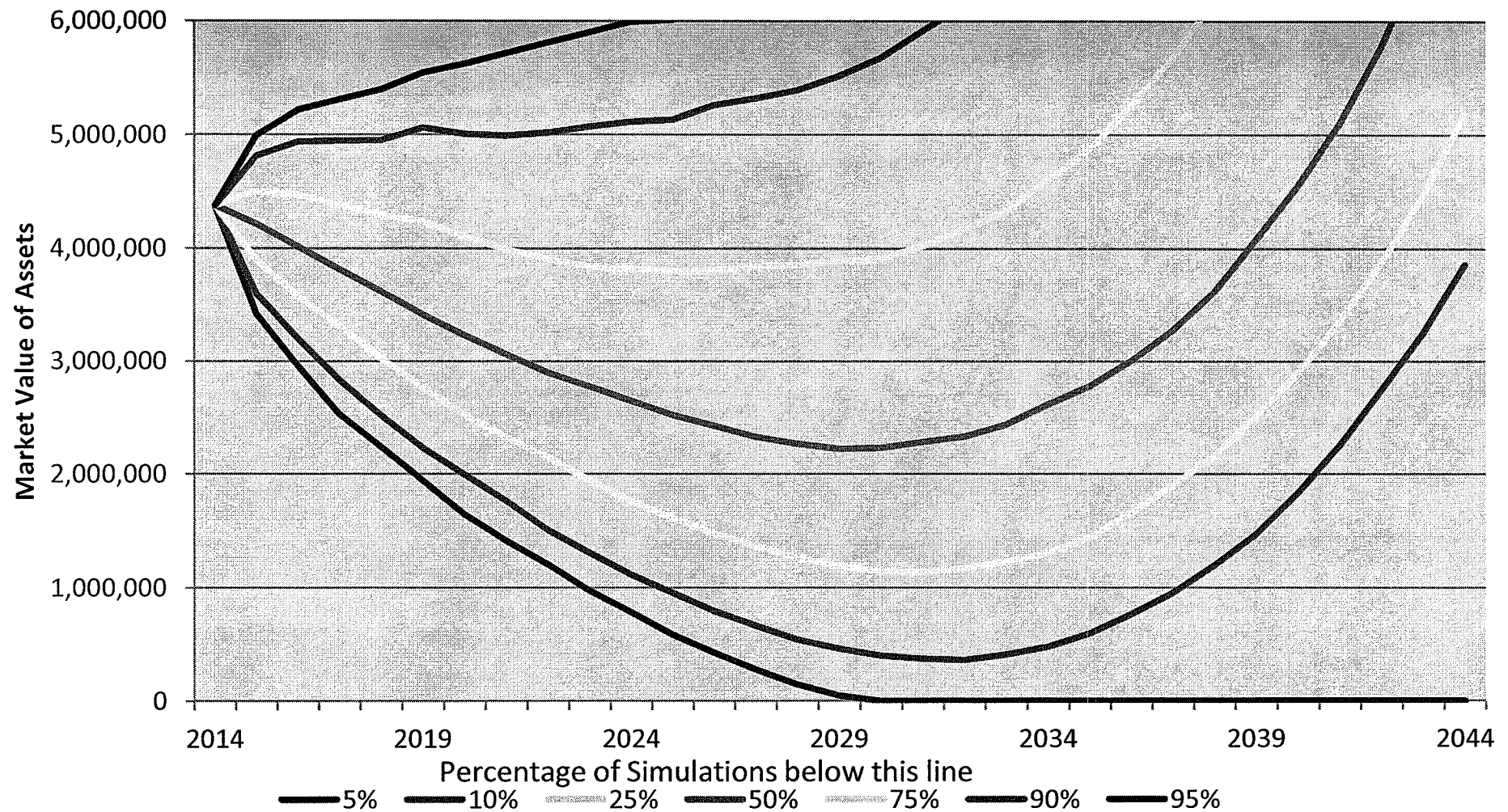
Additional Amount for 15 Years. We also solved for an additional city contribution over the next 15 years to reduce the risk of ruin to about 5%. This amount was found to be \$200,000. This is shown in the last graph.

Fayetteville Fire Pension Fund

1/1/2015 Current Plan, Projected Assets Simulation



Fayetteville Fire Pension Fund
1/1/2015 Current Plan with Additional \$150,000 per Year for 30
Years, Projected Assets Simulation



Fayetteville Fire Pension Fund

1/1/2015 Current Plan with Additional \$200,000 per Year for 15 Years, Projected Assets Simulation

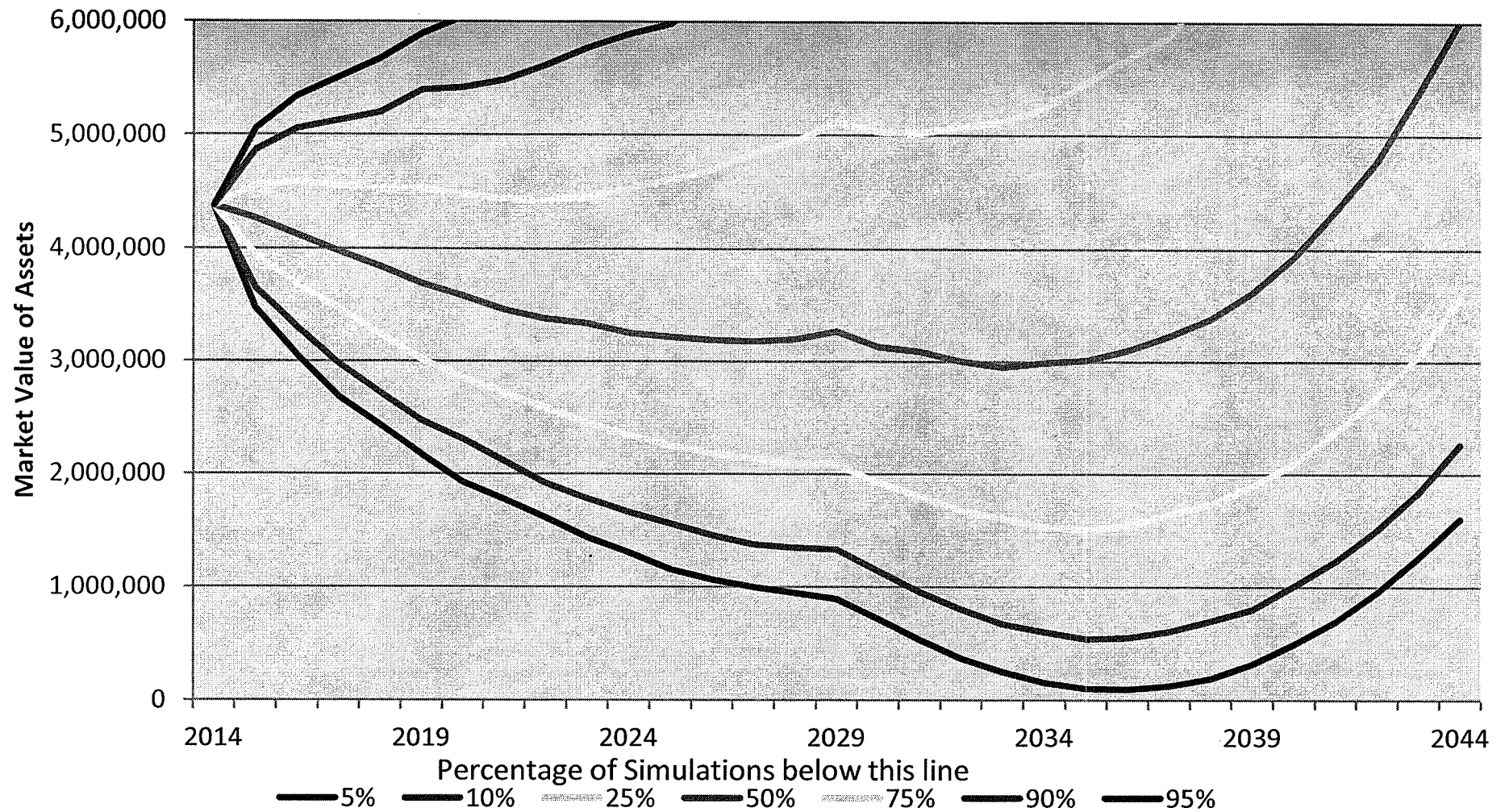


EXHIBIT 3

POSSIBLE ACTIONS – LOPFI ADMINISTRATION

This report is to provide possible actions and the projected effects of those actions. This should provide the Pension Fund with the tools they need to make important decisions for the future of the Fund. The following is a discussion of possible changes in the Pension Fund, along with positive and negative effects, under possible LOPFI consolidation options. We also make reference to projections we have made, included in Appendix B, which model the potential impact of each action.

LOPFI Consolidation. A consolidation would allow the City to use its current income streams of millage and premium tax along with other City funds to pay the unfunded liabilities over a 15 or 25 year period based on the LOPFI assumptions. Our projections considered both 15- and 25-year amortizations, but we believe that the 15-year option would be far too expensive for the city's budget given current revenue streams.

Positive. After consolidation, the benefits are guaranteed by the LOPFI system. This removes the risk of ruin from the City and the Fund.

Positive. GASB 67/68 will move the unfunded liability from the footnotes to the balance sheet of the City. Consolidation will allow the use of higher investment assumptions and therefore improve the City's financial statement and also improve its standing with bond underwriters.

Negative. The City must agree to pay whatever the actuarially calculated costs are under LOPFI. The dollar cost of consolidation increases 4% a year before recognition of other gains or losses. This is faster than premium tax and millage is projected to grow.

Negative. The local board of the Pension Fund is dissolved. There can be benefit improvements (for example, COLAs) in the future, but they come with the City agreeing to pay whatever the actuarially calculated costs are under LOPFI.

LOPFI 25-year Closed Amortization. Scenarios E through I all use LOPFI's 8% investment income and discount rate assumptions. For this reason, the projected investment income is higher and the calculated accrued liability is lower than in the non-consolidation scenarios. Scenarios E - I project 25-year amortizations, while Scenarios J - L look at a 15-year amortizations. Each of these projections assumes that any Fund revenue in excess of the required LOPFI consolidation payment would be used to pay down the unfunded liability.

Scenario E uses the assumptions described above (25-year amortization, 8% discount), with a millage assumed to increase 3% per year. The city could currently afford the LOPFI payment without any additional contributions if all other assumptions are met. The rate of increase over the period shown in Exhibit 4 is just over 3% per year. However, we reviewed other scenarios with lower millage growth, since the past five years has only shown 1.5% per year growth.

EXHIBIT 3 (continued)

Scenarios F and G show a 2% millage growth per year. The LOPFI payments are covered in the first several years using current revenues. However, because the LOPFI payment increases 4% per year, current revenues streams are projected to be insufficient in about 18 years. At that point, the city would need to come up with additional contributions. Scenario G shows that this shortfall is equivalent to about 30,000 per year in additional contributions over the period.

Scenarios H and I show a 1% millage growth per year. The LOPFI payments are covered in the first several years using current revenues. However, because the LOPFI payment increases 4% per year, current revenues streams are projected to be insufficient in about 12 years. At that point, the city would need to come up with additional contributions. Scenario I shows that this shortfall is equivalent to about 90,000 per year in additional contributions over the period.

These Scenarios (F - I) were generated to illustrate the risk involved with different levels of growth in future millage income.

LOPFI 15-year Closed Amortization. Scenarios J - L show projections of the Fund under a 15-year consolidation. This was the only option that LOPFI had available when discussed five years ago. Scenario J projects the Fund's position under a 15-year amortization using a 3% annual millage growth assumption. Scenario K shows 2% millage growth and Scenario L shows 1% millage growth. All scenarios show that even though the initial LOPFI payment could be afforded using current resources, additional resources would be needed in the second and remaining years.

In conclusion, we don't believe that the city could currently afford 15-year amortization option consolidation with current fund revenue streams. However a 25-year amortization consolidation plan, using current millage and premium tax sources as payment, may be feasible without additional contributions. As the differences among these scenarios suggest, future projections are sensitive to variation in future investment returns, mortality experience, and millage growth—any deviation from what we have projected could have a significant impact (to the city's benefit or to its detriment) when considering the plan's future financial position.

EXHIBIT 4

SUMMARY OF FINANCIAL INFORMATION
 (Items C, F-H, and J determined by Osborn, Carreiro and Associates, Inc.)

	Year Ended 12/31/2014	Year Ended 12/31/2013	Year Ended 12/31/2012	Year Ended 12/31/2011	Year Ended 12/31/2010	Year Ended 12/31/2009	Year Ended 12/31/2008	Year Ended 12/31/2007	Year Ended 12/31/2006	Year Ended 12/31/2005
A. INCOME										
1 Employee Contributions	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,356	\$ 6,987	\$ 11,863	\$ 23,439
2 Employer Contributions										
Employer/Court Fines/Other	0	0	0	0	0	0	2,713	13,973	25,854	46,878
Local Millage	525,538	527,430	511,961	498,381	508,192	485,345	441,697	388,877	370,649	339,416
3 State Insurance Premium Tax										
Premium Tax Allocation	182,590	181,715	171,848	131,537	122,965	125,710	146,031	150,067	151,560	225,492
Additional Allocation	48,691	38,366	57,282	0	0	0	0	0	0	0
Guarantee Fund	0	0	0	0	0	0	0	0	0	0
4 Other Income										
LOPFI Subsidy	0	0	0	0	0	0	0	0	0	0
Police Supplement (Act 1452 of 1999)	0	0	0	0	0	0	0	0	0	0
Future Supplement (Act 1373 of 2003)	56,563	44,215	36,105	29,618	20,664	24,192	31,333	38,917	27,060	24,480
Other Income/Donations	365	11	6	34	973	390	0	1,044	540	176
Adjustment to prior year value	0	0	0	0	0	0	0	0	0	0
5 Net Investment Income	255,505	209,657	256,988	254,881	453,121	210,237	(530,711)	637,620	615,846	522,344
TOTAL INCOME	\$ 1,069,252	\$ 1,001,393	\$ 1,034,190	\$ 914,451	\$ 1,105,915	\$ 845,874	\$ 92,419	\$ 1,237,485	\$ 1,203,372	\$ 1,182,225
B. EXPENSES										
1 Administrative	\$ 3,550	\$ 3,454	\$ 3,617	\$ 3,595	\$ 6,859	\$ 3,750	\$ 6,427	\$ 3,855	\$ 10,341	\$ 5,886
2 Benefits Paid										
Monthly Benefits	1,358,341	1,388,309	1,420,659	1,432,673	1,434,269	1,434,487	1,436,083	1,430,646	1,281,954	1,097,427
Police Supplements	0	0	0	0	0	0	0	0	0	0
Future Supplements	56,316	44,215	35,960	29,618	20,664	24,192	31,333	38,766	26,749	24,390
DROP Payouts	0	0	0	0	0	2,973	553,503	4,589	838,944	458,082
Paid Current Year for Previous Year	0	0	0	0	0	0	0	0	0	0
3 Refunds	0	0	0	0	0	0	0	0	0	0
4 Other Expenses	250	250	225	357	0	0	0	0	0	0
TOTAL EXPENSES	\$ 1,418,457	\$ 1,436,227	\$ 1,460,461	\$ 1,466,243	\$ 1,461,792	\$ 1,465,402	\$ 2,027,346	\$ 1,477,856	\$ 2,157,988	\$ 1,585,785
C. Non-Investment Cash Flow	\$ (604,709)	\$ (644,491)	\$ (683,259)	\$ (806,673)	\$ (808,998)	\$ (829,765)	\$ (1,404,216)	\$ (877,991)	\$ (1,570,462)	\$ (925,904)

EXHIBIT 4 (Continued)

D. ASSETS (at book value)	<u>12/31/2014</u>	<u>12/31/2013</u>	<u>12/31/2012</u>	<u>12/31/2011</u>	<u>12/31/2010</u>	<u>12/31/2009</u>	<u>12/31/2008</u>	<u>12/31/2007</u>	<u>12/31/2006</u>	<u>12/31/2005</u>
1 Cash & Checking Accounts	\$ 86,520	\$ 86,767	\$ 120,981	\$ 143,279	\$ 30,891	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2 Bank Deposits	0	0	0	0	0	14,448	5,457	81,779	4,575	48,506
3 Savings and Loan Deposits	0	0	0	0	0	0	0	0	0	0
4 Other Cash Equivalents	238,957	295,726	163,396	256,499	275,104	117,108	573,102	181,873	288,565	234,940
5 US Govt. Securities	212,438	421,688	421,688	621,688	927,818	1,426,060	1,839,474	3,285,030	3,144,510	3,441,988
6 Non-US Govt Securities	0	0	0	0	0	0	0	0	0	0
7 Mortgages	0	0	0	0	0	0	0	0	0	0
8 Corporate Bonds	731,111	731,111	731,111	779,928	606,886	619,648	248,938	315,394	533,910	533,910
9 Common Stocks	2,044,158	2,121,259	2,642,932	2,718,778	3,225,906	3,219,060	3,337,250	4,136,988	4,185,381	4,873,882
10 Other	13,967	16,304	27,581	13,882	19,146	45,304	56,951	65,476	79,530	57,944
11 Payables	(3,500)	0	0	(95)	0	0	(16)	(70,457)	(17)	(100)
TOTAL ASSETS	\$ 3,323,650	\$ 3,672,854	\$ 4,107,688	\$ 4,533,959	\$ 5,085,751	\$ 5,441,628	\$ 6,061,156	\$ 7,996,083	\$ 8,236,454	\$ 9,191,070
E. TOTAL MARKET VALUE	\$ 4,377,557	\$ 4,624,857	\$ 4,682,930	\$ 5,015,419	\$ 5,573,909	\$ 5,787,509	\$ 5,823,185	\$ 8,725,231	\$ 8,961,980	\$ 9,636,034
F. RATIO OF ASSETS TO ANNUAL EXPENSES										
Book Value Basis	2.3	2.6	2.8	3.1	3.5	3.7	3.0	5.4	3.8	5.8
Market Value Basis	3.1	3.2	3.2	3.4	3.8	3.9	2.9	5.9	4.2	6.1
G. RATIO OF ASSETS TO NON-INVESTMENT CASH OUTFLOW										
Book Value Basis	5.5	5.7	6.0	5.6	6.3	6.6	4.3	9.1	5.2	9.9
Market Value Basis	7.2	7.2	6.9	6.2	6.9	7.0	4.1	9.9	5.7	10.4
H. SUMMARY OF NET INVESTMENT RETURNS										
Book Value Rate of Return	7.58%	5.54%	6.13%	5.44%	9.00%	3.72%	-7.28%	8.18%	7.33%	5.72%
10 Year Average Return	5.04%									
Market Value Rate of Return	8.27%	13.45%	7.51%	4.80%	11.06%	14.68%	-18.67%	7.52%	10.13%	1.91%
10 Year Average Return	5.63%									

Note: The assumed liability discount rate is 5%. If the plan does not realize an investment return of 5% or more over the long term, the ultimate cost of the plan will be greater than the liabilities shown in this report.
That is, the plan would need more money to meet its obligations.

Exhibit 5

Employee Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present participants by the number of participants and total salary.

Actives

		<i>Years of Service</i>							Total
<i>Age</i>		0-5	5-10	10-15	15-20	20-25	25-30	30 and Over	
Under 25	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
25-29	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
30-34	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
35-39	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
65 & Over	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0

Exhibit 5

Employee Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present participants by the number of participants.

Volunteers/Part-Paid Actives

		<i>Years of Service</i>							Total
<i>Age</i>		0-5	5-10	10-15	15-20	20-25	25-30	30 and Over	
Under 25	Count	0	0	0	0	0	0	0	0
25-29	Count	0	0	0	0	0	0	0	0
30-34	Count	0	0	0	0	0	0	0	0
35-39	Count	0	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0	0
65 & Over	Count	0	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0	0

Exhibit 5

Inactive Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present payees by the number of payees and total annual benefit.

Retirees and Survivors

		<i>Years Since Retirement</i>							Total
<i>Age</i>		0-1	1-2	2-3	3-4	4-5	5-10	10 and Over	
Under 40	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	1	1
	Benefit	0	0	0	0	0	0	21,465	21,465
55-59	Count	0	0	0	0	0	6	3	9
	Benefit	0	0	0	0	0	271,496	86,069	357,565
60-64	Count	0	0	0	0	0	1	6	7
	Benefit	0	0	0	0	0	48,927	213,442	262,369
65-69	Count	0	0	0	0	0	0	9	9
	Benefit	0	0	0	0	0	0	251,749	251,749
70-74	Count	0	0	0	0	0	1	6	7
	Benefit	0	0	0	0	0	73,302	143,039	216,341
75-79	Count	0	0	0	0	0	0	9	9
	Benefit	0	0	0	0	0	0	158,933	158,933
80-84	Count	0	0	0	0	0	0	4	4
	Benefit	0	0	0	0	0	0	57,390	57,390
85 & Over	Count	0	0	0	0	0	0	6	6
	Benefit	0	0	0	0	0	0	30,997	30,997
Unknown Age	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	8	44	52
	Benefit	0	0	0	0	0	393,725	963,084	1,356,809

This includes	36 retirees	with annual benefit of	\$1,143,507 .
This includes	2 disableds	with annual benefit of	\$40,110 .
This includes	14 survivors	with annual benefit of	\$173,192 .

Exhibit 5

Deferred Retirement Option Plan Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the current participants on DROP by the number of participants and total annual DROP benefit.

DROP Participants

		<i>Years Since Electing DROP</i>						Total
<i>Age</i>		0-1	1-2	2-3	3-4	4-5	5-10	
Under 40	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
65-69	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
70-74	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
75 & Over	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0

EXHIBIT 6

PRINCIPLE PROVISIONS OF THE PLAN

<u>EMPLOYEE</u>	Member of Fire Department
<u>EMPLOYER</u>	Fayetteville Fire Department
<u>MEMBERSHIP</u>	Condition of Employment. Firefighters hired after 1982 must join the statewide Local Police and Firefighters Retirement System
<u>CREDITABLE SERVICE</u>	Determined on basis of service since employment
<u>CONTRIBUTIONS</u>	
<u>Employee</u>	6% of salary. Volunteers contribute \$12/year. Refundable if member terminates before retirement eligibility.
<u>Employer</u>	1. Matching contribution equal to employee contribution 2. State Insurance Premium Tax turnback 3. Local Millage
<u>FINAL SALARY</u>	Salary attached to the rank of the member at time of retirement, based on regularly scheduled work-week.
<u>DEFERRED RETIREMENT OPTION PLAN</u>	This plan has elected to participate in the Deferred Retirement Option Plan effective 01/25/1996. Members who elect to participate have a DROP account that is increased by the monthly amount of their retirement as if they had retired as of the date DROP was elected. Has not elected coverage under Act 1457 of 1999.
<u>RETIREMENT BENEFITS</u>	
<u>Eligibility</u>	20 Years of Service regardless of age.
<u>Benefit</u>	90% of Final Salary, but not less than \$4,200. (\$1,200/year for volunteer/part-paid). If service exceeds 20 years, the annual benefit is increased by \$240 for each year over 20, up to \$1,200/year extra. (\$120 for each year over 20 up to \$600/year for volunteer/part-paid). If service is more than 25 years, member receives an extra 1.25% (for each year over 25) of Final Salary, payable once the retiree reaches age 60. The benefit cannot exceed 100% of Final Salary.

EXHIBIT 6 (Continued)

DEATH BENEFITS

Eligibility

Death before 20 Years of Service not occurring while performing work in gainful employment outside the fire department, or death after 20 years.

Benefit

1. Widow receives same amount as member is receiving or eligible for.
2. Each child under age 19 receives \$1,500/year. (\$300/year for volunteer/part-paid). If no surviving spouse, child receives spouse's benefit to age 19.

DISABILITY BENEFITS

Eligibility

Permanent physical or mental disability not acquired while performing work in gainful employment outside the fire department.

Benefit

Full Paid Non-duty disability

Retirement benefit but not less than \$4,200/year.

Full Paid Duty related disability

Retirement benefit but not less than 65% of Final Salary and not less than \$4,200/year.

Volunteer/Part-Paid:

Computed as voluntary retirement benefit

EXHIBIT 6 (Continued)

CHANGES IN BENEFITS

December 6, 1996	Based on Cash Flow Valuation, increase from 50% base to 65% base benefit. Volunteers to \$55 base.
June 6, 2001	Based on Cash Flow Valuation, increase from 65% base to 90% base benefit.
November 20, 2003	Temporary 3% Compound COLA for 3 years. Extend DROP to 10 years.
January 4, 2007	NO benefit increases available based on Cash Flow Valuation.

EXHIBIT 7

ACTUARIAL METHODS AND ASSUMPTIONS

The assumptions for this valuation have been selected in accordance with Actuarial Standards of Practice No. 27. The asset valuation method is prescribed in Arkansas Code Annotated 24-11-207. This prescribed asset valuation method directly impacts the investment return assumption. The assumed salary growth is restricted by A.C.A. 24-11-205 in relation to the investment return assumption.

ACTUARIAL COST METHOD

The "entry age normal" cost method has been used.

PRE-RETIREMENT MORTALITY

Deaths have been projected on the basis of the 1983 Group Annuity Table for Males, set back five years for females. Mortality rates at a few sample ages are:

<u>Age</u>	<u>Mortality rate per 1,000</u>
25	0.464
35	0.860
45	2.183
55	6.131

POST RETIREMENT MORTALITY

The 1983 Group Annuity Mortality Table was used. For females, the male table was used with a five-year setback. The life expectancy according to this table is as follows:

<u>Age</u>	<u>Males</u>	<u>Females</u>
55	24.87	29.23
65	16.74	20.68

MORTALITY BASIS AND PROJECTION

The mortality assumptions do not include a projection for mortality improvement. These rates were chosen after an experience study for 2007-2012. No projection was deemed necessary at this time since the recent experience study did not show significant improvement over an experience study for 2000-2006 deaths.

The 1971 Group Annuity Table for Males, set back five years for females was used before the 12/31/2007 Valuation.

VOLUNTARY TERMINATIONS

Annual termination rates at a few sample ages are:

<u>Age</u>	<u>Termination rate per 1,000</u>
20	40
25	35
30	29
35	15
40	6
45	5
50	5
55	5

EXHIBIT 7 (continued)

When a person had less than 4 years of service, we assumed that his chances of voluntary termination were a multiple of thereafter rates, with the following multiples being used:

1st year	2.85
2nd year	2.00
3rd year	1.50
4th year	1.15

ASSUMED DISCOUNT RATE

5.0%

The reports for the valuations as of 12/31/2009 through 12/31/2012 were completed using an assumed discount rate of 5%.

A study of the returns of all fire and police plans was made of the 2006-2012 experience. The components and variations of appropriate portfolios were also reviewed. The Pension Review Board determined that for comparison with previous years and with other similar plans that a single discount assumption of 5% should be used.

DISABILITIES

We continued the disability rates used in prior reports. Disability rates at a few sample ages are:

<u>Age</u>	<u>Disability rate per 1,000</u>
20	0.8
25	0.8
30	0.8
35	0.8
40	2.0
45	2.6
50	4.9
55	8.9
60	14.1

One third of the disabilities were assumed to be service related.

For mortality after disability, we assumed rates based on the Eleventh Actuarial Valuation of the Railroad Retirement System, for occupational disabilities

EXHIBIT 7 (continued)

SALARY GROWTH

We have used the salary scale used in prior reports. Annual assumed growth at a few sample ages is:

<u>Age</u>	<u>ANNUAL SALARY INCREASE</u>		
	<u>Base</u>	<u>Merit</u>	<u>Total</u>
20	4.0%	4.0%	8.0%
25	4.0%	3.2%	7.2%
30	4.0%	2.8%	6.8%
35	4.0%	2.5%	6.5%
40	4.0%	2.2%	6.2%
45	4.0%	1.7%	5.7%
50	4.0%	1.2%	5.2%
55	4.0%	0.7%	4.7%
60	4.0%	0.2%	4.2%

EXPECTED RETIREMENT AND DROP PATTERN

Since the plan allows full benefits at ages younger than the traditional "65", an assumption that will have an important impact is what percentage of people who are eligible for this early retirement will actually take advantage of it.

This will depend on intangible things such as the economy, health, financial ability to retire, Social Security eligibility, and work patterns. Based on recent experience, we are using the following assumed rates:

<u>Age</u>	<u>Retirement rate per 1,000</u>	
	<u>Retirement</u>	<u>DROP</u>
40-59	100	200
60+	1,000	0

Note: A member was assumed to be eligible for retirement or DROP after attaining age 40 with 20 years of service. It is also assumed that twice the normal number will retire or elect DROP in the first year of eligibility.

EXHIBIT 7 (continued)

RETIREMENT PATTERN AFTER
ELECTION OF DROP

Once a person is on DROP (Deferred Retirement Option Program), they were assumed to retire from the department as follows:

<u>Years on DROP</u>	<u>Retirement rate per 1,000</u>
1	100
2	200
3	200
4	300
5 or more	1,000

EXHIBIT 7 (continued)

INCOME RELATED ASSUMPTIONS

LOCAL MILLAGE

The local millage was assumed to produce \$525,000 in income per year increasing 1% per year. This amount averaged about \$515,000 over the past five years and has grown about 8% (about 1.5% per year) over the last five years. The 1% future assumption is based on long term real estate projections tempered by recent results.

CITY CONTRIBUTION

The City's matching contribution was assumed to be 6% of covered payroll.

PREMIUM TAX

The actual insurance premium tax turnback of \$221,178 (which includes additional allocation) was used for 2015. Act 979 of 2011 significantly changed the formula for allocation of premium taxes, though the amounts allocated under the new formula should be more stable as time passes.

INVESTMENT SIMULATIONS

The investment simulations were based on the actual portfolio of the plan as of December 31, 2014 and the projected portfolio anticipated by the investment policy. The simulations are based on the American Academy of Actuaries 2006 paper, "Construction and Use of Pre-packaged Scenarios".

The pre-packaged scenarios were in general categories that we used. Money Market (MM) includes cash and money market instruments. Government (Gov) and Corporate (Corp) are intermediate term high quality bonds. There is a category for Large capitalization (LCap) and small capitalization (SCap) US stocks. The Mid Cap stocks in the portfolio were equally split between LCap and SCap. The international (Intl) stocks are also included.

EXHIBIT 7 (continued)INCOME RELATED ASSUMPTIONS

Portfolio makeup - current and projected - Fayetteville Fire from 12/31/2014

	<u>MM</u>	<u>Gov</u>	<u>RE</u>	<u>Corp</u>	<u>LCap</u>	<u>SCap</u>	<u>Intl</u>	<u>Total</u>
12/31/2014	5.50%	8.50%	0.00%	22.00%	48.00%	12.50%	3.50%	100.00%
12/31/2015	5.50%	8.50%	0.00%	22.00%	48.00%	12.50%	3.50%	100.00%
12/31/2016	5.50%	8.50%	0.00%	22.00%	48.00%	12.50%	3.50%	100.00%
12/31/2017	5.50%	8.50%	0.00%	22.00%	48.00%	12.50%	3.50%	100.00%
12/31/2018	5.50%	8.50%	0.00%	22.00%	48.00%	12.50%	3.50%	100.00%
12/31/2019	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2020	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2021	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2022	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2023	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2024	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2025	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2026	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2027	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2028	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2029	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2030	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2031	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2032	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2033	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2034	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2035	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2036	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2037	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2038	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2039	10.00%	20.00%	0.00%	40.00%	25.00%	5.00%	0.00%	100.00%
12/31/2040	10.00%	20.00%	0.00%	40.00%	25.00%	5.00%	0.00%	100.00%
12/31/2041	10.00%	20.00%	0.00%	40.00%	25.00%	5.00%	0.00%	100.00%
12/31/2042	10.00%	20.00%	0.00%	40.00%	25.00%	5.00%	0.00%	100.00%
12/31/2043	10.00%	20.00%	0.00%	40.00%	25.00%	5.00%	0.00%	100.00%

APPENDIX A

PROJECTION DETAILS – LOCAL PLAN

Scenario A
Local Plan Projection - 1% Millage growth, Additional Contributions To Cover Benefit Payments

Fayetteville Fire Pension Fund
Details of Local Plan Projections from 1/1/2015

Projection of MVA under Local Plan Assumptions, 5% Investment Income													First Year		
	Valuation	Present	Market	Unfunded				Additional	Voluntary		Expected		Expected	Expected	Additional
Year	Date	Val Benefits	Value	Accrued	MVA	Millage inc	Premium	to cover	Additional	Expected	Investment	MVA	City	LOPFI	Contribution
		Old Plan Rates	Assets	Liability	at BoY	1.00%	Taxes	Payments	0	Benefits	Income 5%	at EoY	Sources	Contribution	for LOPFI
0	12/31/2014	18,040,985	4,377,557	13,663,428	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260			
1	12/31/2015	17,560,828	3,984,260	13,576,568	3,984,260	530,250	207,470	0	0	-1,335,052	184,280	3,571,208	737,720	543,431	0
2	12/31/2016	17,065,275	3,571,208	13,494,067	3,571,208	535,553	207,641	0	0	-1,325,172	164,011	3,153,241	743,194	549,062	0
3	12/31/2017	16,555,109	3,153,241	13,401,868	3,153,241	540,908	208,306	0	0	-1,313,820	143,547	2,732,182	749,214	554,970	0
4	12/31/2018	16,031,115	2,732,182	13,298,933	2,732,182	546,317	208,957	0	0	-1,301,050	122,965	2,309,371	755,274	560,315	0
5	12/31/2019	15,494,060	2,309,371	13,184,689	2,309,371	551,780	209,555	0	0	-1,286,874	102,330	1,886,163	761,335	565,012	0
6	12/31/2020	14,944,738	1,886,163	13,058,575	1,886,163	557,298	210,076	0	0	-1,271,232	81,712	1,464,016	767,374	569,002	0
7	12/31/2021	14,384,042	1,464,016	12,920,026	1,464,016	562,871	210,494	0	0	-1,254,038	61,184	1,044,528	773,365	572,228	0
8	12/31/2022	13,813,003	1,044,528	12,768,475	1,044,528	568,500	210,781	0	0	-1,235,235	40,828	629,401	779,281	574,629	0
9	12/31/2023	13,232,757	629,401	12,603,356	629,401	574,185	210,904	0	0	-1,214,725	20,729	220,495	785,089	576,146	0
10	12/31/2024	12,644,602	220,495	12,424,107	220,495	579,927	210,826	181,140	0	-1,192,387	984	984	971,892	576,719	0
11	12/31/2025	12,050,021	984	12,049,037	984	585,726	210,510	370,903	0	-1,168,123	-9,248	-9,248	1,167,139	576,288	0
12	12/31/2026	11,450,675	-9,248	11,459,923	-9,248	591,583	209,911	349,605	0	-1,141,852	-8,971	-8,971	1,151,100	564,288	0
13	12/31/2027	10,848,393	-8,971	10,857,364	-8,971	597,499	208,982	316,036	0	-1,113,545	-8,125	-8,125	1,122,517	539,638	0
14	12/31/2028	10,245,119	-8,125	10,253,244	-8,125	603,474	207,671	280,068	0	-1,083,087	-7,205	-7,205	1,091,213	513,942	0
15	12/31/2029	9,643,019	-7,205	9,650,224	-7,205	609,509	205,922	242,212	0	-1,050,438	-6,235	-6,235	1,057,643	487,864	0
16	12/31/2030	9,044,406	-6,235	9,050,641	-6,235	615,604	203,676	202,678		-1,015,723	-5,223	-5,223	1,021,958	461,535	0
17	12/31/2031	8,451,580	-5,223	8,456,802	-5,223	621,760	200,871	161,560		-978,968	-4,170	-4,170	984,191	435,068	0
18	12/31/2032	7,866,928	-4,170	7,871,097	-4,170	627,977	197,440	119,033		-940,281	-3,080	-3,080	944,450	408,579	0
19	12/31/2033	7,292,848	-3,080	7,295,928	-3,080	634,257	193,315	75,375		-899,867	-1,961	-1,961	902,947	382,187	0
20	12/31/2034	6,731,644	-1,961	6,733,605	-1,961	640,600	188,426	30,859		-857,923	-820	-820	859,884	356,018	0
21	12/31/2035	6,185,535	-820	6,186,355	-820	647,006	182,700	0		-814,728	333	14,490	829,706	330,194	0
22	12/31/2036	5,656,562	14,490	5,642,072	14,490	653,476	176,065	0		-770,492	2,201	75,739	829,541	304,835	0
23	12/31/2037	5,146,654	75,739	5,070,915	75,739	660,011	168,446	0		-725,426	6,363	185,132	828,457	279,235	0
24	12/31/2038	4,657,617	185,132	4,472,485	185,132	666,611	159,771	0		-679,845	12,920	344,589	826,382	251,659	0
25	12/31/2039	4,191,026	344,589	3,846,437	344,589	673,277	149,966	0		-633,971	21,961	555,823	823,243	222,086	0

Scenario B
Local Plan Projection - 2% Millage growth, Additional Contributions To Cover Benefit Payments

Fayetteville Fire Pension Fund
Details of Local Plan Projections from 1/1/2015

<u>Projection of MVA under Local Plan Assumptions, 5% Investment Income</u>													<u>First Year</u>		
Year	Valuation Date	Present Val Benefits Old Plan Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage inc 2.00%	Premium Taxes	Additional to cover Payments	Voluntary Additional 0	Expected Benefits	Expected Investment Income 5%	MVA at EoY	Expected City Sources	Expected LOPFI Contribution	Additional Contribution for LOPFI
0	12/31/2014	18,040,985	4,377,557	13,663,428	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260			
1	12/31/2015	17,560,828	3,984,260	13,576,568	3,984,260	535,500	207,470	0	0	-1,335,052	184,411	3,576,589	742,970	543,431	0
2	12/31/2016	17,065,275	3,576,589	13,488,685	3,576,589	546,210	207,641	0	0	-1,325,172	164,546	3,169,815	753,851	549,062	0
3	12/31/2017	16,555,109	3,169,815	13,385,294	3,169,815	557,134	208,306	0	0	-1,313,820	144,781	2,766,217	765,440	554,658	0
4	12/31/2018	16,031,115	2,766,217	13,264,899	2,766,217	568,277	208,957	0	0	-1,301,050	125,215	2,367,616	777,234	559,354	0
5	12/31/2019	15,494,060	2,367,616	13,126,444	2,367,616	579,642	209,555	0	0	-1,286,874	105,939	1,975,879	789,197	563,038	0
6	12/31/2020	14,944,738	1,975,879	12,968,859	1,975,879	591,235	210,076	0	0	-1,271,232	87,046	1,593,004	801,311	565,625	0
7	12/31/2021	14,384,042	1,593,004	12,791,038	1,593,004	603,060	210,494	0	0	-1,254,038	68,638	1,221,158	813,554	567,025	0
8	12/31/2022	13,813,003	1,221,158	12,591,844	1,221,158	615,121	210,781	0	0	-1,235,235	50,825	862,650	825,902	567,150	0
9	12/31/2023	13,232,757	862,650	12,370,107	862,650	627,424	210,904	0	0	-1,214,725	33,723	519,976	838,328	565,904	0
10	12/31/2024	12,644,602	519,976	12,124,626	519,976	639,972	210,826	0	0	-1,192,387	17,459	195,846	850,798	563,194	0
11	12/31/2025	12,050,021	195,846	11,854,175	195,846	652,772	210,510	108,995	0	-1,168,123	2,171	2,171	972,277	558,922	0
12	12/31/2026	11,450,675	2,171	11,448,504	2,171	665,827	209,911	263,942	0	-1,141,852	-6,544	-6,544	1,139,680	552,989	0
13	12/31/2027	10,848,393	-6,544	10,854,937	-6,544	679,143	208,982	231,964	0	-1,113,545	-5,963	-5,963	1,120,090	538,976	0
14	12/31/2028	10,245,119	-5,963	10,251,082	-5,963	692,726	207,671	188,653	0	-1,083,087	-4,865	-4,865	1,089,050	513,801	0
15	12/31/2029	9,643,019	-4,865	9,647,884	-4,865	706,581	205,922	142,801	0	-1,050,438	-3,692	-3,692	1,055,304	487,739	0
16	12/31/2030	9,044,406	-3,692	9,048,097	-3,692	720,712	203,676	95,026	0	-1,015,723	-2,468	-2,468	1,019,414	461,399	0
17	12/31/2031	8,451,580	-2,468	8,454,048	-2,468	735,127	200,871	45,439	0	-978,968	-1,198	-1,198	981,436	434,921	0
18	12/31/2032	7,866,928	-1,198	7,868,125	-1,198	749,829	197,440	0	0	-940,281	115	5,906	947,269	408,419	0
19	12/31/2033	7,292,848	5,906	7,286,942	5,906	764,826	193,315	0	0	-899,867	1,752	65,932	958,141	382,014	0
20	12/31/2034	6,731,644	65,932	6,665,712	65,932	780,122	188,426	0	0	-857,923	6,062	182,619	968,548	355,497	0
21	12/31/2035	6,185,535	182,619	6,002,916	182,619	795,725	182,700	0	0	-814,728	13,223	359,539	978,425	326,257	0
22	12/31/2036	5,656,562	359,539	5,297,023	359,539	811,639	176,065	0	0	-770,492	23,407	600,158	987,704	294,198	0
23	12/31/2037	5,146,654	600,158	4,546,496	600,158	827,872	168,446	0	0	-725,426	36,780	907,830	996,318	259,227	0
24	12/31/2038	4,657,617	907,830	3,749,787	907,830	844,430	159,771	0	0	-679,845	53,500	1,285,686	1,004,201	221,251	0
25	12/31/2039	4,191,026	1,285,686	2,905,340	1,285,686	861,318	149,966	0	0	-633,971	73,717	1,736,717	1,011,284	180,180	0

Scenario C
Local Plan Projection - 1% Millage growth, Additional Contributions To Reduce Risk of Ruin

Fayetteville Fire Pension Fund
Details of Local Plan Projections from 1/1/2015

Projection of MVA under Local Plan Assumptions, 5% Investment Income													First Year		
Year	Valuation Date	Present Val Benefits Old Plan Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage inc 1.00%	Premium Taxes	Additional to cover Payments	Voluntary Additional 150,000	Expected Benefits	Expected Investment Income 5%	MVA at EoY	Expected City Sources	Expected LOPFI Contribution	Additional Contribution for LOPFI
0	12/31/2014	18,040,985	4,377,557	13,663,428	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260			
1	12/31/2015	17,560,828	3,984,260	13,576,568	3,984,260	530,250	207,470	0	150,000	-1,335,052	188,030	3,724,958	737,720	543,431	0
2	12/31/2016	17,065,275	3,724,958	13,340,317	3,724,958	535,553	207,641	0	150,000	-1,325,172	175,448	3,468,428	743,194	549,062	0
3	12/31/2017	16,555,109	3,468,428	13,086,681	3,468,428	540,908	208,306	0	150,000	-1,313,820	163,056	3,216,879	749,214	546,055	0
4	12/31/2018	16,031,115	3,216,879	12,814,236	3,216,879	546,317	208,957	0	150,000	-1,301,050	150,950	2,972,053	755,274	542,039	0
5	12/31/2019	15,494,060	2,972,053	12,522,007	2,972,053	551,780	209,555	0	150,000	-1,286,874	139,214	2,735,729	761,335	536,906	0
6	12/31/2020	14,944,738	2,735,729	12,209,009	2,735,729	557,298	210,076	0	150,000	-1,271,232	127,940	2,509,810	767,374	530,576	0
7	12/31/2021	14,384,042	2,509,810	11,874,232	2,509,810	562,871	210,494	0	150,000	-1,254,038	117,224	2,296,361	773,365	522,965	0
8	12/31/2022	13,813,003	2,296,361	11,516,641	2,296,361	568,500	210,781	0	150,000	-1,235,235	107,169	2,097,577	779,281	513,988	0
9	12/31/2023	13,232,757	2,097,577	11,135,180	2,097,577	574,185	210,904	0	150,000	-1,214,725	97,888	1,915,829	785,089	503,558	0
10	12/31/2024	12,644,602	1,915,829	10,728,773	1,915,829	579,927	210,826	0	150,000	-1,192,387	89,501	1,753,695	790,753	491,586	0
11	12/31/2025	12,050,021	1,753,695	10,296,326	1,753,695	585,726	210,510	0	150,000	-1,168,123	82,138	1,613,946	796,236	477,983	0
12	12/31/2026	11,450,675	1,613,946	9,836,730	1,613,946	591,583	209,911	0	150,000	-1,141,852	75,938	1,499,527	801,494	462,657	0
13	12/31/2027	10,848,393	1,499,527	9,348,866	1,499,527	597,499	208,982	0	150,000	-1,113,545	71,050	1,413,512	806,481	445,516	0
14	12/31/2028	10,245,119	1,413,512	8,831,607	1,413,512	603,474	207,671	0	150,000	-1,083,087	67,627	1,359,196	811,145	426,471	0
15	12/31/2029	9,643,019	1,359,196	8,283,823	1,359,196	609,509	205,922	0	150,000	-1,050,438	65,835	1,340,023	815,431	405,430	0
16	12/31/2030	9,044,406	1,340,023	7,704,382	1,340,023	615,604	203,676	0	150,000	-1,015,723	65,840	1,359,421	819,280	382,304	0
17	12/31/2031	8,451,580	1,359,421	7,092,159	1,359,421	621,760	200,871	0	150,000	-978,968	67,813	1,420,896	822,631	357,005	0
18	12/31/2032	7,866,928	1,420,896	6,446,032	1,420,896	627,977	197,440	0	150,000	-940,281	71,923	1,527,956	825,417	329,449	0
19	12/31/2033	7,292,848	1,527,956	5,764,892	1,527,956	634,257	193,315	0	150,000	-899,867	78,340	1,684,001	827,572	299,554	0
20	12/31/2034	6,731,644	1,684,001	5,047,643	1,684,001	640,600	188,426	0	150,000	-857,923	87,228	1,892,332	829,026	267,240	0
21	12/31/2035	6,185,535	1,892,332	4,293,203	1,892,332	647,006	182,700	0	150,000	-814,728	98,741	2,156,050	829,706	232,432	0
22	12/31/2036	5,656,562	2,156,050	3,500,512	2,156,050	653,476	176,065	0	150,000	-770,492	113,029	2,478,127	829,541	195,060	0
23	12/31/2037	5,146,654	2,478,127	2,668,527	2,478,127	660,011	168,446	0	150,000	-725,426	130,232	2,861,389	828,457	155,056	0
24	12/31/2038	4,657,617	2,861,389	1,796,228	2,861,389	666,611	159,771	0	150,000	-679,845	150,483	3,308,409	826,382	112,356	0
25	12/31/2039	4,191,026	3,308,409	882,617	3,308,409	673,277	149,966	0	150,000	-633,971	173,902	3,821,584	823,243	66,902	0

Scenario D
Local Plan Projection - 1% Millage growth, Additional Contributions To Reduce Risk of Ruin

Fayetteville Fire Pension Fund
Details of Local Plan Projections from 1/1/2015

Projection of MVA under Local Plan Assumptions, 5% Investment Income													First Year		
Year	Valuation Date	Present Val Benefits Old Plan Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage inc 1.00%	Premium Taxes	Additional to cover Payments	Voluntary Additional 200,000	Expected Benefits	Expected Investment Income 5%	MVA at EoY	Expected City Sources	Expected LOPFI Contribution	Additional Contribution for LOPFI
0	12/31/2014	18,040,985	4,377,557	13,663,428	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260			
1	12/31/2015	17,560,828	3,984,260	13,576,568	3,984,260	530,250	207,470	0	200,000	-1,335,052	189,280	3,776,208	737,720	543,431	0
2	12/31/2016	17,065,275	3,776,208	13,289,067	3,776,208	535,553	207,641	0	200,000	-1,325,172	179,261	3,573,491	743,194	549,062	0
3	12/31/2017	16,555,109	3,573,491	12,981,618	3,573,491	540,908	208,306	0	200,000	-1,313,820	169,559	3,378,444	749,214	543,083	0
4	12/31/2018	16,031,115	3,378,444	12,652,671	3,378,444	546,317	208,957	0	200,000	-1,301,050	160,278	3,192,947	755,274	535,947	0
5	12/31/2019	15,494,060	3,192,947	12,301,114	3,192,947	551,780	209,555	0	200,000	-1,286,874	151,509	3,018,917	761,335	527,538	0
6	12/31/2020	14,944,738	3,018,917	11,925,821	3,018,917	557,298	210,076	0	200,000	-1,271,232	143,349	2,858,409	767,374	517,768	0
7	12/31/2021	14,384,042	2,858,409	11,525,634	2,858,409	562,871	210,494	0	200,000	-1,254,038	135,904	2,713,639	773,365	506,544	0
8	12/31/2022	13,813,003	2,713,639	11,099,363	2,713,639	568,500	210,781	0	200,000	-1,235,235	129,283	2,586,969	779,281	493,775	0
9	12/31/2023	13,232,757	2,586,969	10,645,789	2,586,969	574,185	210,904	0	200,000	-1,214,725	123,608	2,480,940	785,089	479,362	0
10	12/31/2024	12,644,602	2,480,940	10,163,661	2,480,940	579,927	210,826	0	200,000	-1,192,387	119,006	2,398,312	790,753	463,209	0
11	12/31/2025	12,050,021	2,398,312	9,651,709	2,398,312	585,726	210,510	0	200,000	-1,168,123	115,618	2,342,044	796,236	445,215	0
12	12/31/2026	11,450,675	2,342,044	9,108,632	2,342,044	591,583	209,911	0	200,000	-1,141,852	113,593	2,315,279	801,494	425,278	0
13	12/31/2027	10,848,393	2,315,279	8,533,113	2,315,279	597,499	208,982	0	200,000	-1,113,545	113,087	2,321,302	806,481	403,297	0
14	12/31/2028	10,245,119	2,321,302	7,923,817	2,321,302	603,474	207,671	0	200,000	-1,083,087	114,267	2,363,626	811,145	379,169	0
15	12/31/2029	9,643,019	2,363,626	7,279,393	2,363,626	609,509	205,922	0	200,000	-1,050,438	117,306	2,445,925	815,431	352,791	0
16	12/31/2030	9,044,406	2,445,925	6,598,481	2,445,925	615,604	203,676	0		-1,015,723	117,385	2,366,867	819,280	324,061	0
17	12/31/2031	8,451,580	2,366,867	6,084,712	2,366,867	621,760	200,871	0		-978,968	114,435	2,324,965	822,631	292,879	0
18	12/31/2032	7,866,928	2,324,965	5,541,963	2,324,965	627,977	197,440	0		-940,281	113,377	2,323,478	825,417	271,032	0
19	12/31/2033	7,292,848	2,323,478	4,969,370	2,323,478	634,257	193,315	0		-899,867	114,367	2,365,550	827,572	247,131	0
20	12/31/2034	6,731,644	2,365,550	4,366,094	2,365,550	640,600	188,426	0		-857,923	117,555	2,454,207	829,026	221,111	0
21	12/31/2035	6,185,535	2,454,207	3,731,328	2,454,207	647,006	182,700	0		-814,728	123,085	2,592,270	829,706	192,913	0
22	12/31/2036	5,656,562	2,592,270	3,064,293	2,592,270	653,476	176,065	0		-770,492	131,090	2,782,408	829,541	162,479	0
23	12/31/2037	5,146,654	2,782,408	2,364,246	2,782,408	660,011	168,446	0		-725,426	141,696	3,027,134	828,457	129,761	0
24	12/31/2038	4,657,617	3,027,134	1,630,483	3,027,134	666,611	159,771	0		-679,845	155,020	3,328,691	826,382	94,712	0
25	12/31/2039	4,191,026	3,328,691	862,335	3,328,691	673,277	149,966	0		-633,971	171,166	3,689,129	823,243	57,291	0

APPENDIX B

PROJECTION DETAILS – LOPFI ADMINISTRATION

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 25 year consolidation

Present	Market	Unfunded	Voluntary							Expected	MVA	Expected	Expected
Val Benefits	Value	Accrued	MVA	Millage Inc.	Premium	Additional	Additional	Expected	Investment	Income @8%		City	LOPFI
LOPFI Rates	Assets	Liability	at BoY	3.00%	Taxes	0	for LOPFI	Benefits			at EoY	Sources	Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947		3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	540,750	207,470	0	0	-1,335,052	295,268		3,692,696	748,220	543,4
13,142,065	3,692,696	9,449,370	3,692,696	556,973	207,641	0	0	-1,325,172	272,993		3,405,131	764,614	564,5
12,816,272	3,405,131	9,411,141	3,405,131	573,682	208,306	0	0	-1,313,820	251,137		3,124,436	781,988	580,2
12,476,212	3,124,436	9,351,776	3,124,436	590,892	208,957	0	0	-1,301,050	229,907		2,853,142	799,849	596,2
12,122,219	2,853,142	9,269,076	2,853,142	608,619	209,555	0	0	-1,286,874	209,503		2,593,946	818,174	612,5
11,754,638	2,593,946	9,160,692	2,593,946	626,877	210,076	0	0	-1,271,232	190,145		2,349,812	836,953	629,0
11,373,905	2,349,812	9,024,094	2,349,812	645,684	210,494	0	0	-1,254,038	172,071		2,124,022	856,178	645,7
10,980,583	2,124,022	8,856,561	2,124,022	665,054	210,781	0	0	-1,235,235	155,546		1,920,169	875,835	662,5
10,575,337	1,920,169	8,655,168	1,920,169	685,006	210,904	0	0	-1,214,725	140,861		1,742,215	895,910	679,2
10,158,985	1,742,215	8,416,770	1,742,215	705,556	210,826	0	0	-1,192,387	128,337		1,594,547	916,382	695,7
9,732,539	1,594,547	8,137,991	1,594,547	726,723	210,510	0	0	-1,168,123	118,328		1,481,985	937,233	711,8
9,297,193	1,481,985	7,815,208	1,481,985	748,524	209,911	0	0	-1,141,852	111,222		1,409,791	958,435	727,4
8,854,321	1,409,791	7,444,530	1,409,791	770,980	208,982	0	0	-1,113,545	107,440		1,383,648	979,962	741,9
8,405,437	1,383,648	7,021,789	1,383,648	794,110	207,671	0	0	-1,083,087	107,440		1,409,781	1,001,781	755,1
7,952,294	1,409,781	6,542,513	1,409,781	817,933	205,922	0	0	-1,050,438	111,719		1,494,917	1,023,855	766,2
7,496,830	1,494,917	6,001,914	1,494,917	842,471	203,676	0	0	-1,015,723	120,810		1,646,151	1,046,147	774,4
7,041,007	1,646,151	5,394,856	1,646,151	867,745	200,871	0	0	-978,968	135,278		1,871,077	1,068,616	778,3
6,586,913	1,871,077	4,715,837	1,871,077	893,777	197,440	0	0	-940,281	155,724		2,177,737	1,091,217	775,9
6,136,698	2,177,737	3,958,961	2,177,737	920,591	193,315	0	0	-899,867	182,781		2,574,556	1,113,906	764,2
5,692,465	2,574,556	3,117,909	2,574,556	948,208	188,426	0	0	-857,923	217,113		3,070,381	1,136,634	737,9
5,256,282	3,070,381	2,185,902	3,070,381	976,655	182,700	0	0	-814,728	259,415		3,674,422	1,159,355	687,4
4,830,094	3,674,422	1,155,672	3,674,422	1,005,954	176,065	0	0	-770,492	310,415		4,396,364	1,182,019	593,7
4,415,782	4,396,364	19,418	4,396,364	1,036,133	168,446	0	0	-725,426	370,875		5,246,392	1,204,579	412,5
4,015,160	5,246,392	-1,231,232	5,246,392	1,067,217	159,771	0	0	-679,845	441,597		6,235,132	1,226,988	10,2
3,629,857	6,235,132	-2,605,275	6,235,132	1,099,233	149,966	0	0	-633,971	523,420		7,373,780	1,249,199	

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 25 year consolidation

Present	Market	Unfunded	Voluntary							Expected	Expected	
Val Benefits	Value	Accrued	MVA	Millage Inc.	Premium	Additional	Additional	Expected	Investment	MVA	City	Expected
LOPFI Rates	Assets	Liability	at BoY	2.00%	Taxes	0	for LOPFI	Benefits	Income @8%	at EoY	Sources	LOPFI
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	535,500	207,470	0	0	-1,335,052	295,058	3,687,236	742,970	543,4
13,142,065	3,687,236	9,454,830	3,687,236	546,210	207,641	0	0	-1,325,172	272,126	3,388,041	753,851	564,5
12,816,272	3,388,041	9,428,231	3,388,041	557,134	208,306	0	0	-1,313,820	249,108	3,088,770	765,440	580,5
12,476,212	3,088,770	9,387,442	3,088,770	568,277	208,957	0	0	-1,301,050	226,149	2,791,103	777,234	597,3
12,122,219	2,791,103	9,331,116	2,791,103	579,642	209,555	0	0	-1,286,874	203,381	2,496,808	789,197	614,8
11,754,638	2,496,808	9,257,830	2,496,808	591,235	210,076	0	0	-1,271,232	180,948	2,207,835	801,311	633,2
11,373,905	2,207,835	9,166,071	2,207,835	603,060	210,494	0	0	-1,254,038	159,007	1,926,358	813,554	652,6
10,980,583	1,926,358	9,054,225	1,926,358	615,121	210,781	0	0	-1,235,235	137,735	1,654,761	825,902	672,9
10,575,337	1,654,761	8,920,575	1,654,761	627,424	210,904	0	0	-1,214,725	117,325	1,395,689	838,328	694,3
10,158,985	1,395,689	8,763,296	1,395,689	639,972	210,826	0	0	-1,192,387	97,992	1,152,092	850,798	717,0
9,732,539	1,152,092	8,580,447	1,152,092	652,772	210,510	0	0	-1,168,123	79,974	927,224	863,282	741,1
9,297,193	927,224	8,369,969	927,224	665,827	209,911	0	0	-1,141,852	63,533	724,644	875,738	766,9
8,854,321	724,644	8,129,677	724,644	679,143	208,982	0	0	-1,113,545	48,955	548,179	888,125	794,6
8,405,437	548,179	7,857,258	548,179	692,726	207,671	0	0	-1,083,087	36,547	402,035	900,397	824,6
7,952,294	402,035	7,550,259	402,035	706,581	205,922	0	0	-1,050,438	26,645	290,745	912,503	857,4
7,496,830	290,745	7,206,085	290,745	720,712	203,676	0	0	-1,015,723	19,606	219,018	924,388	893,7
7,041,007	219,018	6,821,989	219,018	735,127	200,871	0	0	-978,968	15,803	191,850	935,998	934,4
6,586,913	191,850	6,395,064	191,850	749,829	197,440	0	34,002	-940,281	16,988	249,828	947,269	981,2
6,136,698	249,828	5,886,871	249,828	764,826	193,315	0	78,273	-899,867	25,448	411,823	958,141	1,036,4
5,692,465	411,823	5,280,642	411,823	780,122	188,426	0	128,704	-857,923	42,519	693,671	968,548	1,097,2
5,256,282	693,671	4,562,612	693,671	795,725	182,700	0	185,822	-814,728	69,474	1,112,664	978,425	1,164,2
4,830,094	1,112,664	3,717,431	1,112,664	811,639	176,065	0	251,679	-770,492	107,769	1,689,323	987,704	1,239,3
4,415,782	1,689,323	2,726,459	1,689,323	827,872	168,446	0	330,666	-725,426	159,208	2,450,089	996,318	1,326,9
4,015,160	2,450,089	1,565,071	2,450,089	844,430	159,771	0	434,510	-679,845	226,362	3,435,317	1,004,201	1,438,7
3,629,857	3,435,317	194,540	3,435,317	861,318	149,966	0	616,390	-633,971	314,573	4,743,593	1,011,284	1,627,6

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 25 year consolidation

Present	Market	Unfunded	Voluntary							Expected	MVA	Expected	Expected
Val Benefits	Value	Accrued	MVA	Millage Inc.	Premium	Additional	Additional	Expected	Investment	Income		City	LOPFI
LOPFI Rates	Assets	Liability	at BoY	2.00%	Taxes	30,000	for LOPFI	Benefits	@8%	at EoY		Sources	Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260			
13,453,233	3,984,260	9,468,973	3,984,260	535,500	207,470	30,000	0	-1,335,052	295,058	3,717,236		772,970	543,4
13,142,065	3,717,236	9,424,830	3,717,236	546,210	207,641	30,000	0	-1,325,172	274,526	3,450,441		783,851	564,5
12,816,272	3,450,441	9,365,831	3,450,441	557,134	208,306	30,000	0	-1,313,820	254,100	3,186,162		795,440	578,7
12,476,212	3,186,162	9,290,050	3,186,162	568,277	208,957	30,000	0	-1,301,050	233,940	2,926,286		807,234	593,3
12,122,219	2,926,286	9,195,932	2,926,286	579,642	209,555	30,000	0	-1,286,874	214,196	2,672,806		819,197	608,5
11,754,638	2,672,806	9,081,832	2,672,806	591,235	210,076	30,000	0	-1,271,232	195,028	2,427,913		831,311	624,1
11,373,905	2,427,913	8,945,993	2,427,913	603,060	210,494	30,000	0	-1,254,038	176,614	2,194,042		843,554	640,1
10,980,583	2,194,042	8,786,541	2,194,042	615,121	210,781	30,000	0	-1,235,235	159,150	1,973,860		855,902	656,7
10,575,337	1,973,860	8,601,477	1,973,860	627,424	210,904	30,000	0	-1,214,725	142,853	1,770,316		868,328	673,8
10,158,985	1,770,316	8,388,669	1,770,316	639,972	210,826	30,000	0	-1,192,387	127,962	1,586,689		880,798	691,4
9,732,539	1,586,689	8,145,850	1,586,689	652,772	210,510	30,000	0	-1,168,123	114,741	1,426,589		893,282	709,5
9,297,193	1,426,589	7,870,604	1,426,589	665,827	209,911	30,000	0	-1,141,852	103,483	1,293,958		905,738	728,1
8,854,321	1,293,958	7,560,364	1,293,958	679,143	208,982	30,000	0	-1,113,545	94,500	1,193,038		918,125	747,2
8,405,437	1,193,038	7,212,399	1,193,038	692,726	207,671	30,000	0	-1,083,087	88,135	1,128,483		930,397	766,9
7,952,294	1,128,483	6,823,811	1,128,483	706,581	205,922	30,000	0	-1,050,438	84,761	1,105,309		942,503	787,0
7,496,830	1,105,309	6,391,521	1,105,309	720,712	203,676	30,000	0	-1,015,723	84,771	1,128,746		954,388	807,7
7,041,007	1,128,746	5,912,261	1,128,746	735,127	200,871	30,000	0	-978,968	88,581	1,204,356		965,998	828,8
6,586,913	1,204,356	5,382,557	1,204,356	749,829	197,440	30,000	0	-940,281	96,628	1,337,973		977,269	850,4
6,136,698	1,337,973	4,798,725	1,337,973	764,826	193,315	30,000	0	-899,867	109,369	1,535,615		988,141	872,3
5,692,465	1,535,615	4,156,849	1,535,615	780,122	188,426	30,000	0	-857,923	127,274	1,803,515		998,548	894,4
5,256,282	1,803,515	3,452,767	1,803,515	795,725	182,700	30,000	0	-814,728	150,829	2,148,041		1,008,425	916,4
4,830,094	2,148,041	2,682,054	2,148,041	811,639	176,065	30,000	0	-770,492	180,532	2,575,784		1,017,704	937,9
4,415,782	2,575,784	1,839,998	2,575,784	827,872	168,446	30,000	0	-725,426	216,898	3,093,574		1,026,318	957,3
4,015,160	3,093,574	921,585	3,093,574	844,430	159,771	30,000	0	-679,845	260,460	3,708,390		1,034,201	970,9
3,629,857	3,708,390	-78,533	3,708,390	861,318	149,966	30,000	0	-633,971	311,764	4,427,467		1,041,284	958,4

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 25 year consolidation

Present	Market	Unfunded	Voluntary							Expected	MVA	Expected	Expected
Val Benefits	Value	Accrued	MVA	Millage Inc.	Premium	Additional	Additional	Expected	Investment	Income		City	LOPFI
LOPFI Rates	Assets	Liability	at BoY	1.00%	Taxes	0	for LOPFI	Benefits	@8%		at EoY	Sources	Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947		3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	530,250	207,470	0	0	-1,335,052	294,848		3,681,776	737,720	543,4
13,142,065	3,681,776	9,460,290	3,681,776	535,553	207,641	0	0	-1,325,172	271,263		3,371,061	743,194	564,5
12,816,272	3,371,061	9,445,211	3,371,061	540,908	208,306	0	0	-1,313,820	247,101		3,053,555	749,214	580,9
12,476,212	3,053,555	9,422,657	3,053,555	546,317	208,957	0	0	-1,301,050	222,453		2,730,233	755,274	598,4
12,122,219	2,730,233	9,391,985	2,730,233	551,780	209,555	0	0	-1,286,874	197,397		2,402,092	761,335	617,1
11,754,638	2,402,092	9,352,546	2,402,092	557,298	210,076	0	0	-1,271,232	172,013		2,070,247	767,374	637,4
11,373,905	2,070,247	9,303,658	2,070,247	562,871	210,494	0	0	-1,254,038	146,393		1,735,967	773,365	659,2
10,980,583	1,735,967	9,244,616	1,735,967	568,500	210,781	0	0	-1,235,235	120,639		1,400,652	779,281	683,0
10,575,337	1,400,652	9,174,684	1,400,652	574,185	210,904	0	0	-1,214,725	94,867		1,065,883	785,089	708,9
10,158,985	1,065,883	9,093,101	1,065,883	579,927	210,826	0	0	-1,192,387	69,205		733,454	790,753	737,4
9,732,539	733,454	8,999,084	733,454	585,726	210,510	0	0	-1,168,123	43,801		405,368	796,236	769,0
9,297,193	405,368	8,891,825	405,368	591,583	209,911	0	2,896	-1,141,852	18,931		86,838	801,494	804,3
8,854,321	86,838	8,767,483	86,838	597,499	208,982	0	37,731	-1,113,545	-3,826		-186,322	806,481	844,2
8,405,437	-186,322	8,591,759	-186,322	603,474	207,671	0	78,206	-1,083,087	-22,655		-402,713	811,145	889,3
7,952,294	-402,713	8,355,008	-402,713	609,509	205,922	0	122,160	-1,050,438	-36,731		-552,292	815,431	937,5
7,496,830	-552,292	8,049,122	-552,292	615,604	203,676	0	169,691	-1,015,723	-45,253		-624,297	819,280	988,9
7,041,007	-624,297	7,665,304	-624,297	621,760	200,871	0	221,186	-978,968	-47,350		-606,799	822,631	1,043,8
6,586,913	-606,799	7,193,712	-606,799	627,977	197,440	0	277,156	-940,281	-42,052		-486,558	825,417	1,102,5
6,136,698	-486,558	6,623,257	-486,558	634,257	193,315	0	338,274	-899,867	-28,285		-248,865	827,572	1,165,8
5,692,465	-248,865	5,941,329	-248,865	640,600	188,426	0	405,481	-857,923	-4,846		122,874	829,026	1,234,5
5,256,282	122,874	5,133,409	122,874	647,006	182,700	0	480,206	-814,728	29,637		647,694	829,706	1,309,9
4,830,094	647,694	4,182,400	647,694	653,476	176,065	0	564,893	-770,492	76,773		1,348,409	829,541	1,394,4
4,415,782	1,348,409	3,067,374	1,348,409	660,011	168,446	0	664,504	-725,426	138,574		2,254,517	828,457	1,492,9
4,015,160	2,254,517	1,760,643	2,254,517	666,611	159,771	0	792,225	-679,845	217,912		3,411,190	826,382	1,618,6
3,629,857	3,411,190	218,667	3,411,190	673,277	149,966	0	1,007,826	-633,971	320,779		4,929,067	823,243	1,831,0

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 25 year consolidation												
Present	Market	Unfunded	Voluntary							Expected	Expected	
Val Benefits	Value	Accrued	MVA	Millage Inc.	Premium	Additional	Additional	Expected	Investment	MVA	City	Expected
LOPFI Rates	Assets	Liability	at BoY	1.00%	Taxes	90,000	for LOPFI	Benefits	Income @8%	at EoY	Sources	LOPFI
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	530,250	207,470	90,000	0	-1,335,052	294,848	3,771,776	827,720	543,4
13,142,065	3,771,776	9,370,290	3,771,776	535,553	207,641	90,000	0	-1,325,172	278,463	3,558,261	833,194	564,5
12,816,272	3,558,261	9,258,011	3,558,261	540,908	208,306	90,000	0	-1,313,820	262,077	3,345,731	839,214	575,3
12,476,212	3,345,731	9,130,481	3,345,731	546,317	208,957	90,000	0	-1,301,050	245,827	3,135,783	845,274	586,5
12,122,219	3,135,783	8,986,435	3,135,783	551,780	209,555	90,000	0	-1,286,874	229,841	2,930,086	851,335	598,0
11,754,638	2,930,086	8,824,551	2,930,086	557,298	210,076	90,000	0	-1,271,232	214,253	2,730,481	857,374	609,8
11,373,905	2,730,481	8,643,425	2,730,481	562,871	210,494	90,000	0	-1,254,038	199,212	2,539,019	863,365	622,0
10,980,583	2,539,019	8,441,564	2,539,019	568,500	210,781	90,000	0	-1,235,235	184,883	2,357,949	869,281	634,5
10,575,337	2,357,949	8,217,388	2,357,949	574,185	210,904	90,000	0	-1,214,725	171,450	2,189,764	875,089	647,3
10,158,985	2,189,764	7,969,221	2,189,764	579,927	210,826	90,000	0	-1,192,387	159,116	2,037,245	880,753	660,5
9,732,539	2,037,245	7,695,294	2,037,245	585,726	210,510	90,000	0	-1,168,123	148,104	1,903,462	886,236	674,0
9,297,193	1,903,462	7,393,731	1,903,462	591,583	209,911	90,000	0	-1,141,852	138,663	1,791,767	891,494	687,8
8,854,321	1,791,767	7,062,554	1,791,767	597,499	208,982	90,000	0	-1,113,545	131,059	1,705,762	896,481	701,9
8,405,437	1,705,762	6,699,675	1,705,762	603,474	207,671	90,000	0	-1,083,087	125,583	1,649,402	901,145	716,4
7,952,294	1,649,402	6,302,892	1,649,402	609,509	205,922	90,000	0	-1,050,438	122,552	1,626,947	905,431	731,1
7,496,830	1,626,947	5,869,883	1,626,947	615,604	203,676	90,000	0	-1,015,723	122,298	1,642,802	909,280	746,0
7,041,007	1,642,802	5,398,205	1,642,802	621,760	200,871	90,000	0	-978,968	125,171	1,701,635	912,631	761,2
6,586,913	1,701,635	4,885,278	1,701,635	627,977	197,440	90,000	0	-940,281	131,536	1,808,308	915,417	776,4
6,136,698	1,808,308	4,328,390	1,808,308	634,257	193,315	90,000	0	-899,867	141,773	1,967,786	917,572	791,7
5,692,465	1,967,786	3,724,679	1,967,786	640,600	188,426	90,000	0	-857,923	156,267	2,185,156	919,026	806,7
5,256,282	2,185,156	3,071,126	2,185,156	647,006	182,700	90,000	0	-814,728	175,412	2,465,545	919,706	821,1
4,830,094	2,465,545	2,364,549	2,465,545	653,476	176,065	90,000	0	-770,492	199,606	2,814,199	919,541	834,2
4,415,782	2,814,199	1,601,584	2,814,199	660,011	168,446	90,000	0	-725,426	229,257	3,236,486	918,457	844,0
4,015,160	3,236,486	778,674	3,236,486	666,611	159,771	90,000	0	-679,845	264,780	3,737,803	916,382	845,1
3,629,857	3,737,803	-107,946	3,737,803	673,277	149,966	90,000	0	-633,971	306,595	4,323,670	913,243	809,8

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 15 year consolidation

Present	Market	Unfunded	Voluntary							Expected	MVA	Expected	Expected
Val Benefits	Value	Accrued	MVA	Millage Inc.	Premium	Additional	Additional	Expected	Investment	Income		City	LOPFI
LOPFI Rates	Assets	Liability	at BoY	3.00%	Taxes	0	for LOPFI	Benefits	@8%		at EoY	Sources	Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947		3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	540,750	207,470	0	0	-1,335,052	295,268		3,692,696	748,220	792,6
13,142,065	3,692,696	9,449,370	3,692,696	556,973	207,641	0	81,778	-1,325,172	276,264		3,490,180	764,614	846,3
12,816,272	3,490,180	9,326,091	3,490,180	573,682	208,306	0	115,159	-1,313,820	262,548		3,336,055	781,988	897,1
12,476,212	3,336,055	9,140,157	3,336,055	590,892	208,957	0	146,166	-1,301,050	252,683		3,233,703	799,849	946,0
12,122,219	3,233,703	8,888,516	3,233,703	608,619	209,555	0	179,262	-1,286,874	247,119		3,191,384	818,174	997,4
11,754,638	3,191,384	8,563,254	3,191,384	626,877	210,076	0	215,168	-1,271,232	246,546		3,218,819	836,953	1,052,1
11,373,905	3,218,819	8,155,086	3,218,819	645,684	210,494	0	254,312	-1,254,038	251,764		3,327,035	856,178	1,110,4
10,980,583	3,327,035	7,653,549	3,327,035	665,054	210,781	0	297,188	-1,235,235	263,674		3,528,497	875,835	1,173,0
10,575,337	3,528,497	7,046,839	3,528,497	685,006	210,904	0	344,460	-1,214,725	283,306		3,837,448	895,910	1,240,3
10,158,985	3,837,448	6,321,536	3,837,448	705,556	210,826	0	397,076	-1,192,387	311,839		4,270,358	916,382	1,313,4
9,732,539	4,270,358	5,462,180	4,270,358	726,723	210,510	0	456,505	-1,168,123	350,653		4,846,627	937,233	1,393,7
9,297,193	4,846,627	4,450,566	4,846,627	748,524	209,911	0	525,305	-1,141,852	401,406		5,589,922	958,435	1,483,7
8,854,321	5,589,922	3,264,400	5,589,922	770,980	208,982	0	608,724	-1,113,545	466,199		6,531,262	979,962	1,588,6
8,405,437	6,531,262	1,874,175	6,531,262	794,110	207,671	0	720,793	-1,083,087	548,080		7,718,829	1,001,781	1,722,5
7,952,294	7,718,829	233,466	7,718,829	817,933	205,922	0	925,287	-1,050,438	653,454		9,270,987	1,023,855	1,949,1
7,496,830	9,270,987	-1,774,157	9,270,987	842,471	203,676	0	0	-1,015,723	742,896		10,044,307	1,046,147	
7,041,007	10,044,307	-3,003,300	10,044,307	867,745	200,871	0	0	-978,968	807,130		10,941,085	1,068,616	
6,586,913	10,941,085	-4,354,172	10,941,085	893,777	197,440	0	0	-940,281	881,324		11,973,346	1,091,217	
6,136,698	11,973,346	-5,836,648	11,973,346	920,591	193,315	0	0	-899,867	966,429		13,153,814	1,113,906	
5,692,465	13,153,814	-7,461,349	13,153,814	948,208	188,426	0	0	-857,923	1,063,454		14,495,979	1,136,634	
5,256,282	14,495,979	-9,239,696	14,495,979	976,655	182,700	0	0	-814,728	1,173,463		16,014,068	1,159,355	
4,830,094	16,014,068	-11,183,974	16,014,068	1,005,954	176,065	0	0	-770,492	1,297,587		17,723,182	1,182,019	
4,415,782	17,723,182	-13,307,399	17,723,182	1,036,133	168,446	0	0	-725,426	1,437,021		19,639,355	1,204,579	
4,015,160	19,639,355	-15,624,195	19,639,355	1,067,217	159,771	0	0	-679,845	1,593,034		21,779,532	1,226,988	
3,629,857	21,779,532	-18,149,675	21,779,532	1,099,233	149,966	0	0	-633,971	1,766,972		24,161,732	1,249,199	

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 15 year consolidation

Present	Market	Unfunded	Voluntary							Expected	MVA	Expected	Expected
Val Benefits	Value	Accrued	MVA	Millage Inc.	Premium	Additional	Additional	Expected	Investment	Income		City	Expected
LOPFI Rates	Assets	Liability	at BoY	2.00%	Taxes	0	for LOPFI	Benefits	@8%		at EoY	Sources	LOPFI
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947		3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	535,500	207,470	0	0	-1,335,052	295,058		3,687,236	742,970	792,6
13,142,065	3,687,236	9,454,830	3,687,236	546,210	207,641	0	92,541	-1,325,172	275,828		3,484,284	753,851	846,3
12,816,272	3,484,284	9,331,988	3,484,284	557,134	208,306	0	132,225	-1,313,820	262,096		3,330,225	765,440	897,6
12,476,212	3,330,225	9,145,987	3,330,225	568,277	208,957	0	169,379	-1,301,050	252,241		3,228,029	777,234	946,6
12,122,219	3,228,029	8,894,189	3,228,029	579,642	209,555	0	208,874	-1,286,874	246,690		3,185,918	789,197	998,0
11,754,638	3,185,918	8,568,720	3,185,918	591,235	210,076	0	251,482	-1,271,232	246,136		3,213,614	801,311	1,052,7
11,373,905	3,213,614	8,160,291	3,213,614	603,060	210,494	0	297,644	-1,254,038	251,376		3,322,150	813,554	1,111,1
10,980,583	3,322,150	7,658,433	3,322,150	615,121	210,781	0	347,870	-1,235,235	263,314		3,524,001	825,902	1,173,7
10,575,337	3,524,001	7,051,335	3,524,001	627,424	210,904	0	402,834	-1,214,725	282,978		3,833,416	838,328	1,241,1
10,158,985	3,833,416	6,325,569	3,833,416	639,972	210,826	0	463,498	-1,192,387	311,550		4,266,875	850,798	1,314,2
9,732,539	4,266,875	5,465,664	4,266,875	652,772	210,510	0	531,345	-1,168,123	350,410		4,843,789	863,282	1,394,6
9,297,193	4,843,789	4,453,404	4,843,789	665,827	209,911	0	608,949	-1,141,852	401,217		5,587,841	875,738	1,484,6
8,854,321	5,587,841	3,266,480	5,587,841	679,143	208,982	0	701,574	-1,113,545	466,073		6,530,068	888,125	1,589,6
8,405,437	6,530,068	1,875,369	6,530,068	692,726	207,671	0	823,274	-1,083,087	548,029		7,718,681	900,397	1,723,6
7,952,294	7,718,681	233,613	7,718,681	706,581	205,922	0	1,037,880	-1,050,438	653,492		9,272,119	912,503	1,950,3
7,496,830	9,272,119	-1,775,288	9,272,119	720,712	203,676	0	0	-1,015,723	738,116		9,918,901	924,388	
7,041,007	9,918,901	-2,877,894	9,918,901	735,127	200,871	0	0	-978,968	791,793		10,667,723	935,998	
6,586,913	10,667,723	-4,080,810	10,667,723	749,829	197,440	0	0	-940,281	853,697		11,528,409	947,269	
6,136,698	11,528,409	-5,391,711	11,528,409	764,826	193,315	0	0	-899,867	924,604		12,511,287	958,141	
5,692,465	12,511,287	-6,818,822	12,511,287	780,122	188,426	0	0	-857,923	1,005,328		13,627,240	968,548	
5,256,282	13,627,240	-8,370,958	13,627,240	795,725	182,700	0	0	-814,728	1,096,727		14,887,663	978,425	
4,830,094	14,887,663	-10,057,569	14,887,663	811,639	176,065	0	0	-770,492	1,199,702		16,304,577	987,704	
4,415,782	16,304,577	-11,888,795	16,304,577	827,872	168,446	0	0	-725,426	1,315,202		17,890,670	996,318	
4,015,160	17,890,670	-13,875,511	17,890,670	844,430	159,771	0	0	-679,845	1,444,228		19,659,254	1,004,201	
3,629,857	19,659,254	-16,029,397	19,659,254	861,318	149,966	0	0	-633,971	1,587,833		21,624,400	1,011,284	

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

<u>Projection of MVA under LOPFI 15 year consolidation</u>											
Present	Market	Unfunded	Voluntary				Expected			Expected	Expected
Val Benefits	Value	Accrued	MVA	Millage Inc.	Premium	Additional	Additional	Expected	Investment	MVA	City
LOPFI Rates	Assets	Liability	at BoY	1.00%	Taxes	0	for LOPFI	Benefits	Income @8%	at EoY	Sources
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260	
13,453,233	3,984,260	9,468,973	3,984,260	530,250	207,470	0	0	-1,335,052	294,848	3,681,776	737,720
13,142,065	3,681,776	9,460,290	3,681,776	535,553	207,641	0	103,198	-1,325,172	275,391	3,478,387	743,194
12,816,272	3,478,387	9,337,885	3,478,387	540,908	208,306	0	148,969	-1,313,820	261,645	3,324,396	749,214
12,476,212	3,324,396	9,151,816	3,324,396	546,317	208,957	0	191,937	-1,301,050	251,798	3,222,355	755,274
12,122,219	3,222,355	8,899,863	3,222,355	551,780	209,555	0	237,373	-1,286,874	246,262	3,180,452	761,335
11,754,638	3,180,452	8,574,186	3,180,452	557,298	210,076	0	286,091	-1,271,232	245,725	3,208,410	767,374
11,373,905	3,208,410	8,165,496	3,208,410	562,871	210,494	0	338,542	-1,254,038	250,988	3,317,266	773,365
10,980,583	3,317,266	7,663,317	3,317,266	568,500	210,781	0	395,240	-1,235,235	262,953	3,519,505	779,281
10,575,337	3,519,505	7,055,832	3,519,505	574,185	210,904	0	456,864	-1,214,725	282,650	3,829,383	785,089
10,158,985	3,829,383	6,329,602	3,829,383	579,927	210,826	0	524,382	-1,192,387	311,261	4,263,391	790,753
9,732,539	4,263,391	5,469,148	4,263,391	585,726	210,510	0	599,280	-1,168,123	350,167	4,840,951	796,236
9,297,193	4,840,951	4,456,242	4,840,951	591,583	209,911	0	684,139	-1,141,852	401,027	5,585,760	801,494
8,854,321	5,585,760	3,268,561	5,585,760	597,499	208,982	0	784,231	-1,113,545	465,947	6,528,875	806,481
8,405,437	6,528,875	1,876,562	6,528,875	603,474	207,671	0	913,625	-1,083,087	547,977	7,718,534	811,145
7,952,294	7,718,534	233,760	7,718,534	609,509	205,922	0	1,136,194	-1,050,438	653,530	9,273,251	815,431
7,496,830	9,273,251	-1,776,420	9,273,251	615,604	203,676	0	0	-1,015,723	734,002	9,810,810	819,280
7,041,007	9,810,810	-2,769,803	9,810,810	621,760	200,871	0	0	-978,968	778,611	10,433,084	822,631
6,586,913	10,433,084	-3,846,170	10,433,084	627,977	197,440	0	0	-940,281	830,052	11,148,273	825,417
6,136,698	11,148,273	-5,011,575	11,148,273	634,257	193,315	0	0	-899,867	888,970	11,964,948	827,572
5,692,465	11,964,948	-6,272,483	11,964,948	640,600	188,426	0	0	-857,923	956,040	12,892,091	829,026
5,256,282	12,892,091	-7,635,808	12,892,091	647,006	182,700	0	0	-814,728	1,031,966	13,939,034	829,706
4,830,094	13,939,034	-9,108,940	13,939,034	653,476	176,065	0	0	-770,492	1,117,485	15,115,567	829,541
4,415,782	15,115,567	-10,699,785	15,115,567	660,011	168,446	0	0	-725,426	1,213,367	16,431,964	828,457
4,015,160	16,431,964	-12,416,804	16,431,964	666,611	159,771	0	0	-679,845	1,320,419	17,898,920	826,382
3,629,857	17,898,920	-14,269,063	17,898,920	673,277	149,966	0	0	-633,971	1,439,484	19,527,676	823,243

LOPFI

ARKANSAS LOCAL POLICE & FIRE RETIREMENT SYSTEM

June 11, 2015

Board of Trustees
Fayetteville Fire Pension Fund
113 West Mountain, Suite 308
Fayetteville, AR 72701

620 W. 3rd, Suite 200
Little Rock, Arkansas 72201-2223
Telephone: 501.682.1745
Toll-Free: 866.859.1745
Fax: 501.682.1751
email: info@lopfi-prb.com
website: www.lopfi-prb.com

Dear Trustees:

Enclosed is the consolidation report that lists revised employer contribution rates to assign administration of the local fire pension fund to LOPFI. Pages four through seven, for paid service, and page 17, for volunteer service, provide the employer contribution rates for Local Plan and LOPFI benefits. The rates are:

Paid Service: Using a 15-year amortization results in 36.96% of payroll without a Cost Of Living Adjustment (COLA) for the Local Plan *or* 42.94% of payroll with a Local Plan COLA.

Using a 25-year amortization results in 33.37% of payroll without a Local Plan COLA *or* 37.63% of payroll with a Local Plan COLA.

Volunteer Service*: Using a 15-year amortization results in a monthly dollar employer contribution of \$314.72 without a Local Plan COLA *or* \$394.88 with a Local Plan COLA.

Using a 25-year amortization results in a monthly dollar employer contribution of \$253.78 without a Local Plan COLA *or* \$318.42 with a Local Plan COLA.

If the Local Plan has its administration assigned to LOPFI this year the above employer contribution rates will be used through the 2016 calendar year.

As stated earlier the valuation provides costs for a 15-year and 25-year amortization period for the Local Plan liabilities. Once the amortization period is properly completed (all actuarial assumptions met), the Local Plan portion of the employer contribution rate will be satisfied. This will then leave the ongoing LOPFI employer contribution costs. This report is valid until October 30, 2015, which means LOPFI must receive all documents discussed in the next paragraph by October 30, 2015 in order to use these results.

*-Since Fayetteville Fire does not currently have any active LOPFI volunteer firefighters, the employer contribution rates for volunteer service do not include a rate for LOPFI volunteer coverage. Should volunteer firefighters be enrolled in LOPFI, the applicable required employer contribution rate would be added to the volunteer rates in use at that time. For reference purposes, the required employer contribution rate for LOPFI volunteer coverage is currently \$5.60 per member, per month.

Fayetteville Fire Pension Fund
June 11, 2015
Page 2 of 2

Should your Board and city officials wish to proceed with consolidation, please execute the enclosed Resolution, Ordinance, and both *originals* of the Administrative Services Agreement. Do not alter or replace the Agreements. Both originals must be received by LOPFI. One will be returned to you after approval of the LOPFI Board of Trustees. Lastly, please be certain the Ordinance stipulates which amortization period was approved (15-year or 25-year) and if a COLA was approved for the Local Plan.

If you have questions, please feel free to contact me at your convenience.

Respectfully,

A handwritten signature in black ink, appearing to read "David B. Clark".

David B. Clark
Executive Director

Encl:



Gabriel Roeder Smith & Company
Consultants & Actuaries

One Towne Square
Suite 800
Southfield, MI 48076-3723

248.799.9000 phone
248.799.9020 fax
www.gabrielroeder.com

June 10, 2015

Mr. David B. Clark
Executive Director
Arkansas Local Police and Fire Retirement System
620 W. 3rd, Suite 200
Little Rock, Arkansas 72201-2212

**Re: Actuarial Analysis of Proposed Combined Contribution Rates for the
City of Fayetteville Paid and Volunteer Fire**

Dear Mr. Clark:

As requested, enclosed are the results of actuarial valuations which determine the combined employer contribution rates which would result from having the City of Fayetteville Paid and Volunteer Firemen's "closed plan" (The Local Relief and Pension Fund for Employees Hired Before January 1, 1983) administered by the Arkansas Local Police and Fire Retirement System (LOPFI).

Please call if you have any questions or comments.

Respectfully submitted,

David L. Hoffman

Heidi G. Barry, ASA, MAAA

DLH/HGB:sc
Enclosure

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

Requested By: Mr. David B. Clark, Executive Director
Arkansas Local Police and Fire Retirement System

Date: June 10, 2015

Submitted By: David L. Hoffman and Heidi G. Barry, ASA, MAAA
Gabriel, Roeder, Smith & Company

Submitted in this report are the results of actuarial valuations which determine the combined employer contribution rates which would result from having the City of Fayetteville Paid and Volunteer Firemen's "closed plan" (The Local Relief and Pension Fund for Employees Hired Before January 1, 1983) administered by the Arkansas Local Police and Fire Retirement System (LOPFI).

The date of the study was as of December 31, 2014. This supplemental valuation does not predict the result of the December 31, 2015 valuation or of any other future actuarial valuation. (Future activities can affect future valuation results in an unpredictable manner.) Rather, the supplemental valuation gives an indication of the probable effect of the proposed changes on future valuations without comment on the complete end result of the future valuations.

In accordance with LOPFI Board policy, the employer contribution rates established by this valuation report are valid for purposes of joining the System until October 30, 2015.

This report is intended to describe the financial effect of the proposed plan changes. No statement in this report is intended to be interpreted as a recommendation in favor of the changes, or in opposition to them.

Heidi G. Barry is a Member of the American Academy of Actuaries (MAAA) and meets the Qualification Standards of the American Academy of Actuaries required to render the actuarial opinion contained herein.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based upon present and proposed plan provisions that are outlined in the report. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the authors of this report prior to relying on information in the report.

If you have reason to believe that the information provided in this report is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the authors of the report prior to making such decision.

In the event that more than one plan change is being considered, it is very important to remember that the results of separate actuarial valuations cannot generally be added together to produce a correct estimate of the combined effect of all of the changes. The total can be considerably greater than the sum of the parts due to the interaction of various plan provisions with each other, and with the assumptions that must be used.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

The actuarial methods and assumptions were the same as those used in the regular valuation as of December 31, 2014. In particular, the economic assumptions used in the supplemental actuarial valuation were net investment return of 8.0% per year and wage inflation of 4.0% (price inflation of 3.0%) per year.

Member information is summarized in the following table:

Group	Valuation Data							
	Active Members	Payroll	Averages			Retired Members	Monthly Benefit	Average Age (Yrs.)
			Pay	Age (Yrs.)	Serv. (Yrs.)			
Paid								
LOPFI	106	\$ 6,079,826	\$ 57,357	37.7	16.0	57	\$ 87,753	49.3
LOPFI DROP	2	72,893	36,447	58.3	14.0	2	3,523	58.3
Local	-	-	-	N/A	N/A	45	112,259	68.4
Total	108	6,152,719	56,970	38.1	16.0	104	203,535	57.7
Volunteer								
LOPFI	-	N/A	N/A	N/A	N/A	-	N/A	N/A
Local	-	N/A	N/A	N/A	N/A	6	\$ 683	82.8
Total	-	N/A	N/A	N/A	N/A	6	683	82.8

Major Local Fund Benefit Provisions:

Voluntary Retirement - Eligibility at 20 years of service regardless of age.

Paid: Annual benefit is equal to 90% of the highest year's pay. If the member has acquired more than 20 years of service credit, the benefit is increased by \$240 annually for each additional year of service credit (to a maximum annual addition of \$1,200). If acquired more than 25 years of service credit, the benefit is increased at age 60 by 1.25 % of highest year's pay for service over 25 years. (Maximum benefit is 100% of final salary).

Volunteer: The minimum benefit for volunteer members is \$1,200 per year. If the member has acquired more than 20 years of service credit, the benefit is increased by \$120 annually for each additional year of service credit (to a maximum annual addition of \$600).

Member Contributions – 6.0% of salary for paid members. \$12 per year for volunteer members. Member contributions are refundable without interest if termination of employment occurs before monthly benefits are payable.

Automatic post-retirement benefit increases – None.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

PAID FIRE RESULTS

Asset information:

Asset information of the Local Pension & Relief Fund was derived from the Fund's annual financial report provided to us. The date of the report was December 31, 2014. The reported market value of assets, \$4,377,557, for the Local Fund, as of December 31, 2014 was used in computing the employer contribution rates. For purposes of our calculations, we assumed that the \$4,377,557 Local Fund balance was \$4,361,699 for paid members and \$15,858 for volunteer members. The computed employer contribution rates are sensitive to changes in overall asset value. The actual amount transferred to LOPFI will depend on the market value of Local Fund assets when they are actually liquidated and may differ substantially from the value as of December 31, 2014. This will likely impact the actual rate computed in the next valuation of the combined plans.

Results:

	No COLA	3% COLA
Actuarial Accrued Liabilities (AAL)		
Active Members	-	-
Other Benefit Recipients	<u>\$13,727,400</u>	<u>\$17,960,748</u>
Total AAL	\$13,727,400	\$17,960,748
Assets		
Available to Fund AAL	\$ 4,361,699	\$ 4,361,699
Member DROP Balance	<u>-</u>	<u>-</u>
Total Assets	\$ 4,361,699	\$ 4,361,699
Unfunded AAL	\$ 9,365,701	\$13,599,049

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**15-YEAR AMORTIZATION, 0% COLA
ACTUARIAL STATEMENT**

Proposed Provisions:

No post-retirement benefit increases for Local Plan members with unfunded liabilities amortized over a 15-year closed period.

Actuarial Information:

The following shows the computed employer contribution rate applicable to Local Plan unfunded liabilities:

Contributions for	FY 2015 & 2016 Computed Employer Contributions as Percent of Payroll Local Plan Only
Normal Cost	0.00%
Unfunded Accrued Liabilities	<u>12.46</u>
Total	12.46%

Comment A — The computed employer contribution for LOPFI only for calendar years 2015 and 2016 is 24.50% of active member payroll. The combined annual employer contribution, if the Local Plan comes under LOPFI administration, would be 36.96% for calendar years 2015 and 2016.

Comment B — The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation will determine the calendar year 2017 employer rate. The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return and mortality experience.

Comment C — As noted earlier, these calculations are based on future events that may or may not materialize. Readers of this report may have an expectation that the contribution shown above will be paid for 15 years and the employer will be relieved of all liability at that time. That is not the case. As long as benefits are payable there is a possibility that employer contributions will be needed.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**25-YEAR AMORTIZATION, 0% COLA
ACTUARIAL STATEMENT**

Proposed Provisions:

No post-retirement benefit increases for Local Plan members with unfunded liabilities amortized over a 25-year closed period.

Actuarial Information:

The following shows the computed employer contribution rate applicable to Local Plan unfunded liabilities:

Contributions for	FY 2015 & 2016 Computed Employer Contributions as Percent of Payroll Local Plan Only
Normal Cost	0.00%
Unfunded Accrued Liabilities	<u>8.87</u>
Total	8.87%

Comment A — The computed employer contribution for LOPFI only for calendar years 2015 and 2016 is 24.50% of active member payroll. The combined annual employer contribution, if the Local Plan comes under LOPFI administration, would be 33.37% for calendar years 2015 and 2016.

Comment B — The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation will determine the calendar year 2017 employer rate. The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return and mortality experience.

Comment C — As noted earlier, these calculations are based on future events that may or may not materialize. Readers of this report may have an expectation that the contribution shown above will be paid for 15 years and the employer will be relieved of all liability at that time. That is not the case. As long as benefits are payable there is a possibility that employer contributions will be needed.

Comment D — The reader should note that the cash flow projection on page 10 shows the group running out of money and therefore borrowing from LOPFI for a number of years. The financial reporting for this group will be affected significantly as a result.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**15-YEAR AMORTIZATION, 3% COLA
ACTUARIAL STATEMENT**

Proposed Provisions:

3% compounded post-retirement benefit increases for Local Plan members with unfunded liabilities amortized over a 15-year closed period.

Actuarial Information:

The following shows the computed employer contribution rate applicable to Local Plan unfunded liabilities:

Contributions for	FY 2015 & 2016 Computed Employer Contributions as Percent of Payroll Local Plan Only
Normal Cost	0.00%
Unfunded Accrued Liabilities	<u>18.44</u>
Total	18.44%

Comment A — The computed employer contribution for LOPFI only for calendar years 2015 and 2016 is 24.50% of active member payroll. The combined annual employer contribution, if the Local Plan comes under LOPFI administration, would be 42.94% for calendar years 2015 and 2016.

Comment B — The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation will determine the calendar year 2017 employer rate. The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return and mortality experience.

Comment C — As noted earlier, these calculations are based on future events that may or may not materialize. Readers of this report may have an expectation that the contribution shown above will be paid for 15 years and the employer will be relieved of all liability at that time. That is not the case. As long as benefits are payable there is a possibility that employer contributions will be needed.

Comment D — The reader should note that the cash flow projection on page 10 shows the group running out of money and therefore borrowing from LOPFI for a number of years. The financial reporting for this group will be affected significantly as a result.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**25-YEAR AMORTIZATION, 3% COLA
ACTUARIAL STATEMENT**

Proposed Provisions:

3% compounded post-retirement benefit increases for Local Plan members with unfunded liabilities amortized over a 25-year closed period.

Actuarial Information:

The following shows the computed employer contribution rate applicable to Local Plan unfunded liabilities:

Contributions for	FY 2015 & 2016 Computed Employer Contributions as Percent of Payroll Local Plan Only
Normal Cost	0.00%
Unfunded Accrued Liabilities	<u>13.13</u>
Total	13.13%

Comment A — The computed employer contribution for LOPFI only for calendar years 2015 and 2016 is 24.50% of active member payroll. The combined annual employer contribution, if the Local Plan comes under LOPFI administration, would be 37.63% for calendar years 2015 and 2016.

Comment B — The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation will determine the calendar year 2017 employer rate. The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return and mortality experience.

Comment C — As noted earlier, these calculations are based on future events that may or may not materialize. Readers of this report may have an expectation that the contribution shown above will be paid for 15 years and the employer will be relieved of all liability at that time. That is not the case. As long as benefits are payable there is a possibility that employer contributions will be needed.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**0% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW**

Year Ended December 31	Projected (\$ in thousands)					Assets (MV) ³
	Payroll ¹	Benefits	Contributions ²	Earnings	Investment	
2014						\$ 4,362
2015	\$ 6,399	\$ 1,343	\$ 765	\$ 326		4,110
2016	6,655	1,334	829	309		3,914
2017	6,921	1,323	862	295		3,747
2018	7,198	1,311	897	284		3,617
2019	7,486	1,297	932	275		3,527
2020	7,785	1,282	970	270		3,485
2021	8,097	1,265	1,008	269		3,497
2022	8,420	1,246	1,049	272		3,571
2023	8,757	1,226	1,091	280		3,716
2024	9,108	1,205	1,134	295		3,940
2025	9,472	1,182	1,180	315		4,253
2026	9,851	1,157	1,227	343		4,665
2027	10,245	1,131	1,276	379		5,189
2028	10,655	1,104	1,327	424		5,836
2029	11,081	1,074	1,380	479		6,621
2030	11,524	1,043	1,435	545		7,559
2031	11,985	1,010	-	565		7,114
2032	12,464	975	-	531		6,669
2033	12,963	939	-	497		6,227
2034	13,481	901	-	463		5,789
2035	14,021	861	-	429		5,357
2036	14,581	819	-	396		4,934
2037	15,165	777	-	364		4,522
2038	15,771	733	-	333		4,122
2039	16,402	688	-	303		3,737
2040	17,058	642	-	274		3,369
2041	17,741	596	-	246		3,019
2042	18,450	551	-	220		2,688
2043	19,188	505	-	195		2,378
2044	19,956	460	-	172		2,090
2045	20,754	417	-	151		1,824
2046	21,584	375	-	131		1,581
2047	22,447	334	-	113		1,360
2048	23,345	296	-	97		1,161
2049	24,279	260	-	83		984
2050	25,250	226	-	70		828
2051	26,260	196	-	59		691
2052	27,311	168	-	49		572
2053	28,403	143	-	40		469
2054	29,539	120	-	33		381

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**0% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW
(CONCLUDED)**

Year Ended December 31	Projected (\$ in thousands)				
	Payroll ¹	Benefits	Contributions ²	Investment Earnings	Assets (MV) ³
2055	\$ 30,721	\$ 101	\$ -	\$ 27	\$ 307
2056	31,950	83	-	21	245
2057	33,228	68	-	17	194
2058	34,557	56	-	13	151
2059	35,939	45	-	10	117
2060	37,377	35	-	8	90
2061	38,872	28	-	6	68
2062	40,427	22	-	5	51
2063	42,044	17	-	3	38
2064	43,725	13	-	3	28
2065	45,474	10	-	2	20
2066	47,293	7	-	1	14
2067	49,185	5	-	1	10
2068	51,153	4	-	1	7
2069	53,199	3	-	0	5
2070	55,327	2	-	0	3
2071	57,540	1	-	0	2
2072	59,841	1	-	0	1
2073	62,235	1	-	0	1
2074	64,724	0	-	0	1
2075	67,313	0	-	0	0
2076	70,006	0	-	0	0
2077	72,806	0	-	0	0
2078	75,718	0	-	0	0
2079	78,747	0	-	0	0
2080	81,897	0	-	0	0
2081	85,173	0	-	0	0
2082	88,580	0	-	0	-
2083	92,123	-	-	-	-

1. LOPFI Active member count is assumed to stay level in future years.
2. Local plan contributions only; 12.46% of pay in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 15-year amortization schedule would be applied to calendar year 2030.
3. Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**0% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW**

Year Ended December 31	Projected (\$ in thousands)				
	Payroll ¹	Benefits	Contributions ²	Investment Earnings	Assets (MV) ³
2014					\$ 4,362
2015	\$ 6,399	\$ 1,343	\$ 707	\$ 324	4,050
2016	6,655	1,334	590	295	3,602
2017	6,921	1,323	614	260	3,153
2018	7,198	1,311	639	226	2,706
2019	7,486	1,297	664	192	2,265
2020	7,785	1,282	691	158	1,832
2021	8,097	1,265	718	125	1,410
2022	8,420	1,246	747	93	1,004
2023	8,757	1,226	777	63	617
2024	9,108	1,205	808	34	254
2025	9,472	1,182	840	7	(81)
2026	9,851	1,157	874	(18)	(382)
2027	10,245	1,131	909	(39)	(643)
2028	10,655	1,104	945	(58)	(859)
2029	11,081	1,074	983	(72)	(1,023)
2030	11,524	1,043	1,022	(83)	(1,126)
2031	11,985	1,010	1,063	(88)	(1,160)
2032	12,464	975	1,106	(88)	(1,118)
2033	12,963	939	1,150	(81)	(988)
2034	13,481	901	1,196	(67)	(760)
2035	14,021	861	1,244	(46)	(423)
2036	14,581	819	1,294	(15)	36
2037	15,165	777	1,345	25	630
2038	15,771	733	1,399	77	1,373
2039	16,402	688	1,455	140	2,281
2040	17,058	642	1,513	217	3,369
2041	17,741	596	-	246	3,019
2042	18,450	551	-	220	2,688
2043	19,188	505	-	195	2,378
2044	19,956	460	-	172	2,090
2045	20,754	417	-	151	1,824
2046	21,584	375	-	131	1,581
2047	22,447	334	-	113	1,360
2048	23,345	296	-	97	1,161
2049	24,279	260	-	83	984
2050	25,250	226	-	70	828
2051	26,260	196	-	59	691
2052	27,311	168	-	49	572
2053	28,403	143	-	40	469
2054	29,539	120	-	33	381

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**0% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW
(CONCLUDED)**

Year Ended December 31	Projected (\$ in thousands)				
	Payroll ¹	Benefits	Contributions ²	Investment Earnings	Assets (MV) ³
2055	\$ 30,721	\$ 101	-	\$ 27	\$ 307
2056	31,950	83	-	21	245
2057	33,228	68	-	17	194
2058	34,557	56	-	13	151
2059	35,939	45	-	10	117
2060	37,377	35	-	8	90
2061	38,872	28	-	6	68
2062	40,427	22	-	5	51
2063	42,044	17	-	3	38
2064	43,725	13	-	3	28
2065	45,474	10	-	2	20
2066	47,293	7	-	1	14
2067	49,185	5	-	1	10
2068	51,153	4	-	1	7
2069	53,199	3	-	0	5
2070	55,327	2	-	0	3
2071	57,540	1	-	0	2
2072	59,841	1	-	0	1
2073	62,235	1	-	0	1
2074	64,724	0	-	0	1
2075	67,313	0	-	0	0
2076	70,006	0	-	0	0
2077	72,806	0	-	0	0
2078	75,718	0	-	0	0
2079	78,747	0	-	0	0
2080	81,897	0	-	0	0
2081	85,173	0	-	0	0
2082	88,580	0	-	0	-
2083	92,123	-	-	-	-

1. LOPFI Active member count is assumed to stay level in future years.
2. Local plan contributions only; 8.87% of pay in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 25-year amortization schedule would be applied to calendar year 2040.
3. Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**3% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW**

Year Ended December 31	Projected (\$ in thousands)				
	Payroll ¹	Benefits	Contributions ²	Investment Earnings	Assets (MV) ³
2014					\$ 4,362
2015	\$ 6,399	\$ 1,343	\$ 860	\$ 330	4,209
2016	6,655	1,374	1,227	331	4,393
2017	6,921	1,404	1,276	346	4,612
2018	7,198	1,433	1,327	365	4,871
2019	7,486	1,460	1,380	387	5,177
2020	7,785	1,486	1,435	412	5,539
2021	8,097	1,510	1,493	442	5,963
2022	8,420	1,533	1,552	478	6,461
2023	8,757	1,554	1,614	519	7,041
2024	9,108	1,572	1,679	567	7,715
2025	9,472	1,589	1,746	623	8,496
2026	9,851	1,602	1,816	688	9,398
2027	10,245	1,613	1,889	763	10,436
2028	10,655	1,621	1,964	848	11,628
2029	11,081	1,625	2,043	947	12,993
2030	11,524	1,625	2,125	1,059	14,552
2031	11,985	1,621	-	1,101	14,031
2032	12,464	1,612	-	1,059	13,478
2033	12,963	1,599	-	1,016	12,895
2034	13,481	1,580	-	970	12,285
2035	14,021	1,555	-	922	11,652
2036	14,581	1,525	-	872	11,000
2037	15,165	1,488	-	822	10,334
2038	15,771	1,446	-	770	9,658
2039	16,402	1,398	-	718	8,977
2040	17,058	1,344	-	665	8,298
2041	17,741	1,286	-	613	7,626
2042	18,450	1,223	-	562	6,965
2043	19,188	1,156	-	512	6,321
2044	19,956	1,085	-	463	5,699
2045	20,754	1,012	-	416	5,104
2046	21,584	937	-	372	4,539
2047	22,447	860	-	329	4,007
2048	23,345	784	-	290	3,513
2049	24,279	709	-	253	3,057
2050	25,250	637	-	220	2,639
2051	26,260	567	-	189	2,261
2052	27,311	501	-	161	1,921
2053	28,403	439	-	136	1,619
2054	29,539	382	-	115	1,352

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**3% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW
(CONCLUDED)**

Year Ended December 31	Projected (\$ in thousands)				
	Payroll ¹	Benefits	Contributions ²	Investment Earnings	Assets (MV) ³
2055	\$ 30,721	\$ 329	-	\$ 95	\$ 1,118
2056	31,950	280	-	78	916
2057	33,228	237	-	64	743
2058	34,557	198	-	52	597
2059	35,939	164	-	41	475
2060	37,377	134	-	33	374
2061	38,872	108	-	26	292
2062	40,427	87	-	20	225
2063	42,044	69	-	15	172
2064	43,725	54	-	12	129
2065	45,474	42	-	9	96
2066	47,293	32	-	6	70
2067	49,185	24	-	5	51
2068	51,153	18	-	3	36
2069	53,199	13	-	2	25
2070	55,327	10	-	2	17
2071	57,540	7	-	1	12
2072	59,841	5	-	1	8
2073	62,235	3	-	0	5
2074	64,724	2	-	0	3
2075	67,313	1	-	0	2
2076	70,006	1	-	0	1
2077	72,806	1	-	0	1
2078	75,718	0	-	0	0
2079	78,747	0	-	0	0
2080	81,897	0	-	0	0
2081	85,173	0	-	0	0
2082	88,580	0	-	0	0
2083	92,123	0	-	0	0
2084	95,808	0	-	0	0
2085	99,640	0	-	0	-
2086	103,626	-	-	-	-

1. LOPFI Active member count is assumed to stay level in future years.
2. Local plan contributions only; 18.44% of pay in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 15-year amortization schedule would be applied to calendar year 2030.
3. Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**3% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW**

Year Ended December 31	Projected (\$ in thousands)					Assets (MV) ³
	Payroll ¹	Benefits	Contributions ²	Earnings	Investment	
2014						\$ 4,362
2015	\$ 6,399	\$ 1,343	\$ 776	\$ 327		4,121
2016	6,655	1,374	874	310		3,931
2017	6,921	1,404	909	295		3,731
2018	7,198	1,433	945	279		3,523
2019	7,486	1,460	983	263		3,309
2020	7,785	1,486	1,022	247		3,092
2021	8,097	1,510	1,063	230		2,875
2022	8,420	1,533	1,106	213		2,661
2023	8,757	1,554	1,150	197		2,454
2024	9,108	1,572	1,196	182		2,259
2025	9,472	1,589	1,244	167		2,082
2026	9,851	1,602	1,294	154		1,928
2027	10,245	1,613	1,345	144		1,804
2028	10,655	1,621	1,399	136		1,718
2029	11,081	1,625	1,455	131		1,679
2030	11,524	1,625	1,513	130		1,698
2031	11,985	1,621	1,574	134		1,785
2032	12,464	1,612	1,637	144		1,953
2033	12,963	1,599	1,702	160		2,217
2034	13,481	1,580	1,770	185		2,592
2035	14,021	1,555	1,841	219		3,097
2036	14,581	1,525	1,915	263		3,751
2037	15,165	1,488	1,991	320		4,574
2038	15,771	1,446	2,071	390		5,589
2039	16,402	1,398	2,154	477		6,822
2040	17,058	1,344	2,240	581		8,298
2041	17,741	1,286	-	613		7,626
2042	18,450	1,223	-	562		6,965
2043	19,188	1,156	-	512		6,321
2044	19,956	1,085	-	463		5,699
2045	20,754	1,012	-	416		5,104
2046	21,584	937	-	372		4,539
2047	22,447	860	-	329		4,007
2048	23,345	784	-	290		3,513
2049	24,279	709	-	253		3,057
2050	25,250	637	-	220		2,639
2051	26,260	567	-	189		2,261
2052	27,311	501	-	161		1,921
2053	28,403	439	-	136		1,619
2054	29,539	382	-	115		1,352

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**3% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW
(CONCLUDED)**

Year Ended December 31	Projected (\$ in thousands)				
	Payroll ¹	Benefits	Contributions ²	Investment Earnings	Assets (MV) ³
2055	\$ 30,721	\$ 329	-	\$ 95	\$ 1,118
2056	31,950	280	-	78	916
2057	33,228	237	-	64	743
2058	34,557	198	-	52	597
2059	35,939	164	-	41	475
2060	37,377	134	-	33	374
2061	38,872	108	-	26	292
2062	40,427	87	-	20	225
2063	42,044	69	-	15	172
2064	43,725	54	-	12	129
2065	45,474	42	-	9	96
2066	47,293	32	-	6	70
2067	49,185	24	-	5	51
2068	51,153	18	-	3	36
2069	53,199	13	-	2	25
2070	55,327	10	-	2	17
2071	57,540	7	-	1	12
2072	59,841	5	-	1	8
2073	62,235	3	-	0	5
2074	64,724	2	-	0	3
2075	67,313	1	-	0	2
2076	70,006	1	-	0	1
2077	72,806	1	-	0	1
2078	75,718	0	-	0	0
2079	78,747	0	-	0	0
2080	81,897	0	-	0	0
2081	85,173	0	-	0	0
2082	88,580	0	-	0	0
2083	92,123	0	-	0	0
2084	95,808	0	-	0	0
2085	99,640	0	-	0	-
2086	103,626	-	-	-	-

1. LOPFI Active member count is assumed to stay level in future years.
2. Local plan contributions only; 13.13% of pay in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 25-year amortization schedule would be applied to calendar year 2040.
3. Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

VOLUNTEER FIRE RESULTS

Asset information:

Asset information on the Local Pension & Relief Fund was derived from the Fund's annual financial report provided to us. The date of the report was December 31, 2014. The reported market value of assets, \$4,377,557, for the Local Fund, as of December 31, 2014 was used in computing the employer contribution rates. For purposes of our calculations, we assumed that the \$4,377,557 Local Fund balance was \$4,361,699 for paid members and \$15,858 for volunteer members. The computed employer contribution rates are sensitive to changes in overall asset value. The actual amount transferred to LOPFI will depend on the market value of Local Fund assets when they are actually liquidated and may differ substantially from the value as of December 31, 2014. This will likely impact the actual rate computed in the next valuation of the combined plans.

Results:

	No COLA	3% COLA
Actuarial Accrued Liabilities (AAL)		
Active Members	-	-
Other Benefit Recipients	\$ 49,908	\$ 58,068
Total AAL	\$ 49,908	\$ 58,068
Assets		
Available to Fund AAL	\$ 15,858	\$ 15,858
Member DROP Balance	-	-
Total Assets	\$ 15,858	\$ 15,858
Unfunded AAL	\$ 34,050	\$ 42,210

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

VOLUNTEER FIRE RESULTS

If the Local Fund becomes administered by LOPFI, the per month employer contribution* for calendar year 2015 and thereafter would be as follows:

COLA	15-Year Amortization Period	25-Year Amortization Period
	Computed Employer Contribution	Computed Employer Contribution
0.00%	\$ 314.72	\$ 253.78
3.00%	394.88	318.42

These contributions are in addition to the contribution determined for LOPFI members only. As of December 31, 2014 there are no LOPFI Volunteer Firemen. These are the estimated contributions needed to pay off the unfunded accrued liability associated with Closed Plan benefits and would be deposited in the Local Fund Employer Accumulation Account.

Readers of this report may have an expectation that the contribution shown above will be paid for 15 or 25 years and the employer will be relieved of all liability at that time. That is not the case, as long as benefits are payable there is a possibility that employer contributions will be needed.

** Contributions were calculated on a dollars per month basis since there are no active volunteers in LOPFI and the Local Plan to calculate a per member per month rate.*

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**0% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
VOLUNTEER FIRE PROJECTED CASH FLOW**

Year Ended December 31	Projected				
	LOPFI Active Count ¹	Benefits	Contributions ²	Investment Earnings	Assets (MV) ³
2014					15,858
2015	NA	7,956	3,001	1,074	11,977
2016	NA	7,464	3,777	813	9,103
2017	NA	6,972	3,777	603	6,511
2018	NA	6,468	3,777	415	4,234
2019	NA	5,964	3,777	253	2,300
2020	NA	5,484	3,777	117	710
2021	NA	5,004	3,777	9	(509)
2022	NA	4,560	3,777	(71)	(1,364)
2023	NA	4,128	3,777	(123)	(1,838)
2024	NA	3,732	3,777	(145)	(1,939)
2025	NA	3,348	3,777	(138)	(1,649)
2026	NA	2,976	3,777	(100)	(948)
2027	NA	2,652	3,777	(32)	144
2028	NA	2,340	3,777	68	1,649
2029	NA	2,040	3,777	200	3,586
2030	NA	1,764	3,777	366	5,964
2031	NA	1,512	-	418	4,870
2032	NA	1,284	-	339	3,925
2033	NA	1,068	-	272	3,129
2034	NA	876	-	216	2,469
2035	NA	720	-	169	1,918
2036	NA	576	-	131	1,473
2037	NA	456	-	100	1,117
2038	NA	348	-	76	845
2039	NA	276	-	57	626
2040	NA	204	-	42	464
2041	NA	168	-	31	326
2042	NA	108	-	22	240
2043	NA	84	-	16	172
2044	NA	60	-	11	124
2045	NA	48	-	8	84
2046	NA	36	-	5	53
2047	NA	24	-	3	32
2048	NA	12	-	2	22
2049	NA	12	-	1	12
2050	NA	12	-	0	0
2051	NA	-	-	0	0

1. As of December 31, 2014 there were no Active LOPFI Volunteer Firemen.
2. Local plan contributions only; \$314.72 per month in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 15-year amortization schedule would be applied to calendar year 2030.
3. Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**0% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
VOLUNTEER FIRE PROJECTED CASH FLOW**

Year Ended December 31	Projected				
	LOPFI Active Count ¹	Benefits	Contributions ²	Investment Earnings	Assets (MV) ³
2014					15,858.00
2015	NA	7,956	2,818	1,067	11,787
2016	NA	7,464	3,045	770	8,138
2017	NA	6,972	3,045	497	4,708
2018	NA	6,468	3,045	242	1,528
2019	NA	5,964	3,045	8	(1,383)
2020	NA	5,484	3,045	(206)	(4,028)
2021	NA	5,004	3,045	(399)	(6,385)
2022	NA	4,560	3,045	(570)	(8,470)
2023	NA	4,128	3,045	(720)	(10,273)
2024	NA	3,732	3,045	(849)	(11,808)
2025	NA	3,348	3,045	(957)	(13,068)
2026	NA	2,976	3,045	(1,043)	(14,041)
2027	NA	2,652	3,045	(1,108)	(14,755)
2028	NA	2,340	3,045	(1,153)	(15,203)
2029	NA	2,040	3,045	(1,177)	(15,374)
2030	NA	1,764	3,045	(1,180)	(15,272)
2031	NA	1,512	3,045	(1,162)	(14,901)
2032	NA	1,284	3,045	(1,123)	(14,262)
2033	NA	1,068	3,045	(1,063)	(13,348)
2034	NA	876	3,045	(983)	(12,162)
2035	NA	720	3,045	(882)	(10,718)
2036	NA	576	3,045	(761)	(9,009)
2037	NA	456	3,045	(619)	(7,039)
2038	NA	348	3,045	(457)	(4,799)
2039	NA	276	3,045	(275)	(2,305)
2040	NA	204	3,045	(73)	464
2041	NA	168	-	31	326
2042	NA	108	-	22	240
2043	NA	84	-	16	172
2044	NA	60	-	11	124
2045	NA	48	-	8	84
2046	NA	36	-	5	53
2047	NA	24	-	3	32
2048	NA	12	-	2	22
2049	NA	12	-	1	12
2050	NA	12	-	0	0
2051	NA	-	-	0	0

1. As of December 31, 2014 there were no Active LOPFI Volunteer Firemen.
2. Local plan contributions only; \$253.78 per month in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 25-year amortization schedule would be applied to calendar year 2040.
3. Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**3% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
VOLUNTEER FIRE PROJECTED CASH FLOW**

Year Ended December 31	Projected				
	LOPFI Active Count ¹	Benefits	Contributions ²	Investment Earnings	Assets (MV) ³
2014					\$15,858
2015	NA	\$7,956	\$3,241	\$1,084	12,227
2016	NA	7,692	4,739	862	10,136
2017	NA	7,392	4,739	707	8,189
2018	NA	7,068	4,739	564	6,423
2019	NA	6,720	4,739	436	4,878
2020	NA	6,348	4,739	327	3,596
2021	NA	5,988	4,739	239	2,585
2022	NA	5,604	4,739	173	1,892
2023	NA	5,232	4,739	132	1,531
2024	NA	4,860	4,739	118	1,527
2025	NA	4,488	4,739	132	1,910
2026	NA	4,128	4,739	177	2,697
2027	NA	3,780	4,739	253	3,909
2028	NA	3,432	4,739	364	5,579
2029	NA	3,084	4,739	511	7,745
2030	NA	2,760	4,739	697	10,421
2031	NA	2,424	-	739	8,735
2032	NA	2,112	-	616	7,239
2033	NA	1,824	-	508	5,923
2034	NA	1,548	-	413	4,788
2035	NA	1,296	-	332	3,824
2036	NA	1,068	-	264	3,020
2037	NA	864	-	208	2,364
2038	NA	696	-	162	1,830
2039	NA	552	-	125	1,403
2040	NA	444	-	95	1,053
2041	NA	336	-	71	788
2042	NA	264	-	53	577
2043	NA	204	-	38	411
2044	NA	144	-	27	295
2045	NA	108	-	19	206
2046	NA	84	-	13	135
2047	NA	60	-	8	84
2048	NA	36	-	5	53
2049	NA	24	-	3	32
2050	NA	12	-	2	22
2051	NA	12	-	1	12
2052	NA	12	-	0	-
2053	NA	-	-	-	-

1. As of December 31, 2014 there were no Active LOPFI Volunteer Firemen.
2. Local plan contributions only; \$394.88 per month in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 15-year amortization schedule would be applied to calendar year 2030.
3. Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**3% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
VOLUNTEER FIRE PROJECTED CASH FLOW**

Year Ended December 31	Projected				
	LOPFI Active Count ¹	Benefits	Contributions ²	Investment Earnings	Assets (MV) ³
2014					\$15,858
2015	NA	\$7,956	\$3,012	\$1,075	11,988
2016	NA	7,692	3,821	807	8,925
2017	NA	7,392	3,821	574	5,928
2018	NA	7,068	3,821	347	3,028
2019	NA	6,720	3,821	128	257
2020	NA	6,348	3,821	(79)	(2,348)
2021	NA	5,988	3,821	(273)	(4,788)
2022	NA	5,604	3,821	(453)	(7,024)
2023	NA	5,232	3,821	(617)	(9,052)
2024	NA	4,860	3,821	(765)	(10,856)
2025	NA	4,488	3,821	(895)	(12,418)
2026	NA	4,128	3,821	(1,005)	(13,730)
2027	NA	3,780	3,821	(1,097)	(14,786)
2028	NA	3,432	3,821	(1,168)	(15,565)
2029	NA	3,084	3,821	(1,216)	(16,044)
2030	NA	2,760	3,821	(1,242)	(16,225)
2031	NA	2,424	3,821	(1,243)	(16,071)
2032	NA	2,112	3,821	(1,219)	(15,580)
2033	NA	1,824	3,821	(1,168)	(14,751)
2034	NA	1,548	3,821	(1,091)	(13,569)
2035	NA	1,296	3,821	(986)	(12,031)
2036	NA	1,068	3,821	(854)	(10,132)
2037	NA	864	3,821	(695)	(7,870)
2038	NA	696	3,821	(507)	(5,251)
2039	NA	552	3,821	(292)	(2,274)
2040	NA	444	3,821	(49)	1,053
2041	NA	336	-	71	788
2042	NA	264	-	53	577
2043	NA	204	-	38	411
2044	NA	144	-	27	295
2045	NA	108	-	19	206
2046	NA	84	-	13	135
2047	NA	60	-	8	84
2048	NA	36	-	5	53
2049	NA	24	-	3	32
2050	NA	12	-	2	22
2051	NA	12	-	1	12
2052	NA	12	-	0	-
2053	NA	-	-	-	-

1. As of December 31, 2014 there were no Active LOPFI Volunteer Firemen.
2. Local plan contributions only; \$318.42 per month in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 25-year amortization schedule would be applied to calendar year 2040.
3. Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

Resolution to Assign Local Plan Administration to LOPFI

Whereas, the Board of Trustees (the Board) of the FAYETTEVILLE FIRE Pension and Relief Fund (the Local Plan), desires to assign administration of the Local Plan to the Arkansas Local Police and Fire Retirement System (LOPFI) pursuant to Act 364 of 1981, as amended; and

Whereas, such action shall not change the benefit structure unless a benefit increase is approved by the governing body of FAYETTEVILLE, Arkansas; and

Whereas, the Board received and reviewed the latest actuarial report from LOPFI, which states the initial required employer contribution rate(s); and

Whereas, LOPFI will administer the Local Plan at an annual cost not to exceed ½ of 1% of active member payroll plus 1% of average annual assets of the Local Plan; and

Whereas, the Board finds it is in the best interest of the Local Plan and its participants to have LOPFI administer the Local Plan; therefore,

BE IT RESOLVED, the Board hereby elects to assign administration of the Local Plan to LOPFI.

BE IT FURTHER RESOLVED the Board requests the CITY OF FAYETTEVILLE, a political subdivision of the State of Arkansas, to act as its agent henceforth.

BE IT FURTHER RESOLVED the Board understands any agreement to administer the Local Plan by LOPFI shall be entered into by and with the governing body of FAYETTEVILLE, Arkansas, as the Board's agent, and that such agreement shall dissolve said Board of Trustees.

CERTIFICATION

We certify this Resolution accurately states the action of said Board of Trustees. Approved this ____ day of _____, 2015.

Chair _____

Sec/Treasurer _____

Member _____

Member _____

Member _____

Member _____

Member _____

ORDINANCE NO. _____

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE FAYETTEVILLE FIRE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI.

WHEREAS, the Board of Trustees of the FAYETTEVILLE Fire Pension and Relief Fund has elected to have its Pension Fund administered by LOPFI as stated by Resolution dated _____, 2015, and that

WHEREAS, the Board of Trustees has requested by Resolution that the City of FAYETTEVILLE, Arkansas to act as its agent henceforth.

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

SECTION 1. If accepted by LOPFI, the administration of the FAYETTEVILLE Fire Pension and Relief Fund shall be transferred to LOPFI under authority of Act 364 of 1981, as amended. Such transfer shall mean the administration of the Pension Fund only and not a change in the Pension Fund's benefit program unless a benefit increase is approved by the City of FAYETTEVILLE, Arkansas.

SECTION 2. The Chief Administrative Officer is hereby authorized to enter into an irrevocable agreement, *using a fifteen (15) or twenty-five (25) year amortization schedule (drafter of Ordinance needs to select one amortization period)*, with LOPFI to administer the FAYETTEVILLE Fire Pension and Relief Fund as stated in Section 1 hereof.

SECTION 3. It is the intent of the City Council and it is hereby ordained that the provisions of this Ordinance shall be codified into the Code of Ordinances of FAYETTEVILLE, Arkansas and the sections thereof may be re-numbered and re-lettered as necessary to accomplish such intention.

SECTION 4. Due to the need to consolidate administration of the FAYETTEVILLE Fire Pension and Relief Fund with LOPFI, an emergency is hereby declared to exist and this Ordinance shall be in full force from and after the date of its passage and approval.

PASSED: _____
Date

APPROVED: _____
Chief Administrative Officer

ATTEST: _____
Witness

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (Agreement) is entered into by and between the ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) and the CITY OF FAYETTEVILLE for the benefit of its FIRE Pension and Relief Fund (Fire Pension Fund).

PARTIES

The City of FAYETTEVILLE, a political subdivision, currently has and administers a Fire Pension Fund.

LOPFI is an agency created by statute (A.C.A. 24-10-101, et. seq.) for the purpose of providing a statewide retirement system with pooled administration.

The Mayor and City Council of FAYETTEVILLE desire to enter into an irrevocable Agreement with LOPFI to administer its Fire Pension Fund and in consideration of the mutual obligations hereinafter enumerated the parties agree as follows:

1. This Agreement is made pursuant to the authority of Act 364 of 1981, as amended, of the General Assembly of the State of Arkansas.
2. This Agreement shall be effective sixty (60) days from the date affixed hereto, provided, however, at any time during the sixty (60) day period the LOPFI Board of Trustees may reject this Agreement.
3. This Agreement is for the administration of the Fire Pension Fund and its benefit structure shall not change, unless a benefit increase is approved by the City of FAYETTEVILLE.
4. The actuaries for LOPFI have computed an initial employer contribution rate(s) to be paid by the City of FAYETTEVILLE to support the benefits paid by the Fire Pension Fund and will provide eligible participants with the benefits described in Act 397 of 1983 (applies to Fire plans). The City of FAYETTEVILLE agrees to always remit payment at the level established by the actuaries for LOPFI.
5. The annual fee paid to LOPFI for administration of the Fire Pension Fund shall not exceed one half (1/2) of one percent (1%) of the annual payroll of the Fire Pension Fund and one percent (1%) of the average annual Fire Pension Fund assets. However, this fee is subject to change by legislative action. The fiscal year shall be January 1 through December 31.
6. Benefits and member refunds shall be paid on the first business day of each month and in accordance with LOPFI procedures.

7. LOPFI covenants and agrees to provide the following services:
 - a. investment of Fire Pension Fund assets and the award of annual interest to the employer reserve account at the end of each fiscal year in an amount consistent with the interest awarded to other LOPFI employer accounts;
 - b. process retirement applications including determination of eligibility, calculation of service credit and benefit payment amounts, payment of benefits to eligible benefit recipients, and satisfaction of state and federal tax withholding requirements, all in accordance with LOPFI procedures and guidelines;
 - c. disability determinations, provided the employer submits appropriate materials for said determinations. All disability determinations shall conform to LOPFI procedures;
 - d. refund of member contributions to eligible terminating members; and
8. The City of FAYETTEVILLE covenants and agrees as follows:
 - a. upon execution of this Agreement all Fire Pension Fund assets and records shall be transferred to LOPFI. In the sole discretion of LOPFI certain investments may be allowed to mature to avoid penalties;
 - b. all employer and applicable employee contributions shall be remitted to LOPFI in time to be recorded by the tenth (10th) day of each month following the month in which services were rendered. Remittance shall be made in the manner and amounts prescribed by LOPFI, which shall include the use of LOPFI's electronic reporting and LOPFI's e-Payment;
 - c. the City of FAYETTEVILLE shall execute all documents required by LOPFI to aid in the administrative process;
 - d. all active members and beneficiaries of the Fire Pension Fund have been deemed eligible pursuant to the standards prevailing at the time of the determination of eligibility. The parties agree that LOPFI is bound by any determination of eligibility or ineligibility made by the Board of Trustees of the Fire Pension Fund as long as such determination(s) conform to state law. The Fire Pension Fund and the City of FAYETTEVILLE indemnify and hold LOPFI harmless for any eligibility decisions made by the Fire Pension Fund.
 - e. the City of FAYETTEVILLE has disclosed to LOPFI all pending claims, actions, suits, and threatened liabilities to the Fire Pension Fund.
9. Upon the passage of sixty (60) days following the execution of this document, unless rejected by the LOPFI Board of Trustees, this Agreement shall become permanent.

10. FAYETTEVILLE Fire Pension and Relief Fund Board of Trustees' Resolution dated _____, 2015, and Ordinance No. _____, dated _____, 2015, of the City of FAYETTEVILLE, are incorporated by reference herein as though set forth word for word.

This Agreement executed in duplicate originals this ____ day of _____, 2015.

FAYETTEVILLE, ARKANSAS

BY: _____
Chief Administrative Officer

ATTEST: _____

LOPFI BOARD OF TRUSTEES

BY: _____
LOPFI Board Chairman

ATTEST: _____

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (Agreement) is entered into by and between the ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) and the CITY OF FAYETTEVILLE for the benefit of its FIRE Pension and Relief Fund (Fire Pension Fund).

PARTIES

The City of FAYETTEVILLE, a political subdivision, currently has and administers a Fire Pension Fund.

LOPFI is an agency created by statute (A.C.A. 24-10-101, et. seq.) for the purpose of providing a statewide retirement system with pooled administration.

The Mayor and City Council of FAYETTEVILLE desire to enter into an irrevocable Agreement with LOPFI to administer its Fire Pension Fund and in consideration of the mutual obligations hereinafter enumerated the parties agree as follows:

1. This Agreement is made pursuant to the authority of Act 364 of 1981, as amended, of the General Assembly of the State of Arkansas.
2. This Agreement shall be effective sixty (60) days from the date affixed hereto, provided, however, at any time during the sixty (60) day period the LOPFI Board of Trustees may reject this Agreement.
3. This Agreement is for the administration of the Fire Pension Fund and its benefit structure shall not change, unless a benefit increase is approved by the City of FAYETTEVILLE.
4. The actuaries for LOPFI have computed an initial employer contribution rate(s) to be paid by the City of FAYETTEVILLE to support the benefits paid by the Fire Pension Fund and will provide eligible participants with the benefits described in Act 397 of 1983 (applies to Fire plans). The City of FAYETTEVILLE agrees to always remit payment at the level established by the actuaries for LOPFI.
5. The annual fee paid to LOPFI for administration of the Fire Pension Fund shall not exceed one half (1/2) of one percent (1%) of the annual payroll of the Fire Pension Fund and one percent (1%) of the average annual Fire Pension Fund assets. However, this fee is subject to change by legislative action. The fiscal year shall be January 1 through December 31.
6. Benefits and member refunds shall be paid on the first business day of each month and in accordance with LOPFI procedures.

7. LOPFI covenants and agrees to provide the following services:
 - a. investment of Fire Pension Fund assets and the award of annual interest to the employer reserve account at the end of each fiscal year in an amount consistent with the interest awarded to other LOPFI employer accounts;
 - b. process retirement applications including determination of eligibility, calculation of service credit and benefit payment amounts, payment of benefits to eligible benefit recipients, and satisfaction of state and federal tax withholding requirements, all in accordance with LOPFI procedures and guidelines;
 - c. disability determinations, provided the employer submits appropriate materials for said determinations. All disability determinations shall conform to LOPFI procedures;
 - d. refund of member contributions to eligible terminating members; and
8. The City of FAYETTEVILLE covenants and agrees as follows:
 - a. upon execution of this Agreement all Fire Pension Fund assets and records shall be transferred to LOPFI. In the sole discretion of LOPFI certain investments may be allowed to mature to avoid penalties;
 - b. all employer and applicable employee contributions shall be remitted to LOPFI in time to be recorded by the tenth (10th) day of each month following the month in which services were rendered. Remittance shall be made in the manner and amounts prescribed by LOPFI, which shall include the use of LOPFI's electronic reporting and LOPFI's e-Payment;
 - c. the City of FAYETTEVILLE shall execute all documents required by LOPFI to aid in the administrative process;
 - d. all active members and beneficiaries of the Fire Pension Fund have been deemed eligible pursuant to the standards prevailing at the time of the determination of eligibility. The parties agree that LOPFI is bound by any determination of eligibility or ineligibility made by the Board of Trustees of the Fire Pension Fund as long as such determination(s) conform to state law. The Fire Pension Fund and the City of FAYETTEVILLE indemnify and hold LOPFI harmless for any eligibility decisions made by the Fire Pension Fund.
 - e. the City of FAYETTEVILLE has disclosed to LOPFI all pending claims, actions, suits, and threatened liabilities to the Fire Pension Fund.
9. Upon the passage of sixty (60) days following the execution of this document, unless rejected by the LOPFI Board of Trustees, this Agreement shall become permanent.

10. FAYETTEVILLE Fire Pension and Relief Fund Board of Trustees' Resolution dated _____, 2015, and Ordinance No. _____, dated _____, 2015, of the City of FAYETTEVILLE, are incorporated by reference herein as though set forth word for word.

This Agreement executed in duplicate originals this ____ day of _____, 2015.

FAYETTEVILLE, ARKANSAS

BY: _____
Chief Administrative Officer

ATTEST: _____

LOPFI BOARD OF TRUSTEES

BY: _____
LOPFI Board Chairman

ATTEST: _____



ARKANSAS FIRE & POLICE PENSION REVIEW BOARD

620 W. 3rd, Suite 200
Little Rock, Arkansas 72201-2223
Telephone: 501.682.1745
Toll-Free: 866.859.1745
Fax: 501.682.1751
email: info@lopfi-prb.com
website: www.lopfi-prb.com

To: Board of Trustees
FAYETTEVILLE Fire Pension Fund

From: PRB Staff

Re: 2014 Annual Actuarial Valuation

Date: May 11, 2015

Under state law the actuary for the PRB tests each local fire and police pension fund for actuarial soundness. The PRB uses an annual valuation cycle to assist each Local Plan in monitoring the funding progress of their plan. The enclosed valuation for December 31, 2014, answers the following questions about your plan:

- | | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| 1. Does income meet or exceed the Necessary Employer Contribution (see page 4)? | | XX |
| 2. Is the funded percentage at least 97% (see page 10), OR are there enough assets to cover: all active member contributions; all payments to current beneficiaries; and 100% of all future payments earned by active member (see page 11)? | | XX |
| 3. Is the Local Plan actuarially sound? (YES response to items 1 <u>and</u> 2) | | XX |

FAYETTEVILLE FIREFIGHTERS PENSION FUND

ACTUARIAL VALUATION

AS OF DECEMBER 31, 2014

Osborn, Carreiro & Associates, Inc.
Actuaries Consultants Analysts
Little Rock, Arkansas

Osborn, Carreiro & Associates, Inc.
ACTUARIES CONSULTANTS ANALYSTS

124 West Capitol Avenue, Suite 1690

Little Rock, Arkansas 72201

(501) 376-8043

May 8, 2015

Board of Trustees
Fayetteville Firefighters Pension Fund

Gentlemen:

This report presents the results of our actuarial valuation of the assets and liabilities of the Fayetteville Firefighters Pension Fund as of December 31, 2014.

This valuation is required by Arkansas Code Annotated 24-11-205. The purpose of this report is to (1) evaluate the actuarial status of the Fund, (2) determine the level contribution requirement needed, (3) review the development of the Fund over the past several years, and (4) present certain actuarial items on page 9 for disclosure under Governmental Accounting Standards. This report is not intended for any other purpose.

The Arkansas Fire & Police Pension Review Board reviewed the experience study we performed and a change in the assumed interest discount rate was made to 5%. If your plan assumed something other than 5% in previous valuations, the effect of this change in assumption is disclosed on page 5 of this report.

The implementation of Governmental Accounting Standards Board Statement No. 67 (GASB 67) is included in this report for the first time. GASB 68 will be added in the next valuation report. There are four Appendices added to this report to disclose the necessary items for GASB 67.

The member and financial information used in this report was supplied by the Arkansas Fire & Police Pension Review Board. We did not audit this information, although we did review it for reasonableness and consistency.

I certify that this report has been prepared in accordance with generally accepted actuarial principles and practices. In my opinion, the actuarial methods used are appropriate and the actuarial assumptions produce results which, in the aggregate, are reasonable.

Sincerely,



Jody Carreiro, A.S.A., M.A.A.A.
Actuary

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EXHIBIT 1

CONTRIBUTIONS

The following contribution level reflects the payment of the current year Normal Cost for benefits attributable to said year (see Exhibit 2) plus an amount sufficient to pay off the Unfunded Actuarial Liability over a 5-year period. These costs DO NOT include the contributions due to the Local Police and Firefighters Retirement System ("LOPFI") for persons hired after 1982.

	<u>Full Paid</u>	<u>Volunteer or Part-Paid</u>	<u>Total</u>
2015 Necessary Annual Contribution to pay:			
1 Normal Cost, plus	\$ 0	\$ 0	\$ 0
2 Pay off the Unfunded Actuarial Accrued Liability	<u>3,214,908</u>	<u>11,271</u>	<u>3,226,179</u>
3 Total necessary	\$ 3,214,908	\$ 11,271	\$ 3,226,179
Less			
4 Expected Employee Contribution (6.00% of salary. \$12 per active volunteer)	<u>- 0</u>	<u>- 0</u>	<u>- 0</u>
Necessary Employer Contribution (This is the amount needed in addition to investment income)	<u>\$ 3,214,908</u>	<u>\$ 11,271</u>	<u>\$ 3,226,179</u>
Covered Payroll	\$ 0	N/A	\$ 0
Necessary Employer Rate	<u>N/A</u>	<u>\$ N/A</u>	<u>N/A</u>

These contributions assume that the dollar contribution grows at a rate of 4% per year. The contributions are assumed to be made continuously throughout the year.

The actual 2014 contribution was \$756,819 from the employer.

EXHIBIT 2

COSTS AND LIABILITIES

		December 31, 2014	
		Dollar	Percent
A	<u>Normal Cost</u> (Cost to fund current active members)	<u>Amount</u>	<u>of pay</u>
	1 Regular Retirement Benefits	\$ 0	N/A
	2 Voluntary Termination Benefits	0	N/A
	3 Survivors' Benefits	0	N/A
	4 Disability Benefits	0	N/A
	TOTAL	\$ 0	N/A
B	<u>Actuarial Accrued Liability</u>		
	1 <u>Active Lives</u>		
	Regular Retirement Benefits	\$ 0	
	Voluntary Termination Benefits	0	
	Survivors' Benefits	0	
	Disability Benefits	0	
	TOTAL ACTIVE LIVES	\$ 0	
	2 <u>Deferred Retirement Option</u>		
	DROP Accounts	\$ 0	
	Future DROP Payments & Pensions	0	
	TOTAL DROP	\$ 0	
	3 <u>Inactive Lives</u>		
	Retirees	\$ 16,113,941	
	Disability Retirees	537,648	
	Widows & Children	1,705,373	
	TOTAL INACTIVE LIVES	\$ 18,356,962	
	4 <u>Total Liability</u>	\$ 18,356,962	
C	<u>Assets</u>	\$ 4,048,620	
D	<u>Unfunded Actuarial Accrued Liability</u>	\$ 14,308,342	

EXHIBIT 3

SUMMARY OF FINANCIAL INFORMATION
 (Items C, F-H, and J determined by Osborn, Carreiro and Associates, Inc.)

	Year Ended 12/31/2014	Year Ended 12/31/2013	Year Ended 12/31/2012	Year Ended 12/31/2011	Year Ended 12/31/2010	Year Ended 12/31/2009	Year Ended 12/31/2008	Year Ended 12/31/2007	Year Ended 12/31/2006	Year Ended 12/31/2005
A. INCOME										
1 <u>Employee Contributions</u>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,356	\$ 6,987	\$ 11,863	\$ 23,439
2 <u>Employer Contributions</u>										
Employer/Court Fines/Other	0	0	0	0	0	0	2,713	13,973	25,854	46,878
Local Millage	525,538	527,430	511,961	498,381	508,192	485,345	441,697	388,877	370,649	339,416
3 <u>State Insurance Premium Tax</u>										
Premium Tax Allocation	182,590	181,715	171,848	131,537	122,965	125,710	146,031	150,067	151,560	225,492
Additional Allocation	48,691	38,366	57,282	0	0	0	0	0	0	0
Guarantee Fund	0	0	0	0	0	0	0	0	0	0
4 <u>Other Income</u>										
LOPFI Subsidy	0	0	0	0	0	0	0	0	0	0
Police Supplement (Act 1452 of 199	0	0	0	0	0	0	0	0	0	0
Future Supplement (Act 1373 of 20C	56,563	44,215	36,105	29,618	20,664	24,192	31,333	38,917	27,060	24,480
Other Income/Donations	365	11	6	34	973	390	0	1,044	540	176
Adjustment to prior year value	0	0	0	0	0	0	0	0	0	0
5 <u>Net Investment Income</u>	255,505	209,657	256,988	254,881	453,121	210,237	(530,711)	637,620	615,846	522,344
TOTAL INCOME	\$ 1,069,252	\$ 1,001,393	\$ 1,034,190	\$ 914,451	\$ 1,105,915	\$ 845,874	\$ 92,419	\$ 1,237,485	\$ 1,203,372	\$ 1,182,225
B. EXPENSES										
1 <u>Administrative</u>	\$ 3,550	\$ 3,454	\$ 3,617	\$ 3,595	\$ 6,859	\$ 3,750	\$ 6,427	\$ 3,855	\$ 10,341	\$ 5,886
2 <u>Benefits Paid</u>										
Monthly Benefits	1,358,341	1,388,309	1,420,659	1,432,673	1,434,269	1,434,487	1,436,083	1,430,646	1,281,954	1,097,427
Police Supplements	0	0	0	0	0	0	0	0	0	0
Future Supplements	56,316	44,215	35,960	29,618	20,664	24,192	31,333	38,766	26,749	24,390
DROP Payouts	0	0	0	0	0	2,973	553,503	4,589	838,944	458,082
Paid Current Year for Previous Year	0	0	0	0	0	0	0	0	0	0
3 <u>Refunds</u>	0	0	0	0	0	0	0	0	0	0
4 <u>Other Expenses</u>	250	250	225	357	0	0	0	0	0	0
TOTAL EXPENSES	\$ 1,418,457	\$ 1,436,227	\$ 1,460,461	\$ 1,466,243	\$ 1,461,792	\$ 1,465,402	\$ 2,027,346	\$ 1,477,856	\$ 2,157,988	\$ 1,585,785
C. Non-Investment Cash Flow	\$ (604,709)	\$ (644,491)	\$ (683,259)	\$ (806,673)	\$ (808,998)	\$ (829,765)	\$ (1,404,216)	\$ (877,991)	\$ (1,570,462)	\$ (925,904)

EXHIBIT 3 (Continued)

D. ASSETS (at book value)	<u>12/31/2014</u>	<u>12/31/2013</u>	<u>12/31/2012</u>	<u>12/31/2011</u>	<u>12/31/2010</u>	<u>12/31/2009</u>	<u>12/31/2008</u>	<u>12/31/2007</u>	<u>12/31/2006</u>	<u>12/31/2005</u>
1 Cash & Checking Accounts	\$ 86,520	\$ 86,767	\$ 120,981	\$ 143,279	\$ 30,891	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2 Bank Deposits	0	0	0	0	0	14,448	5,457	81,779	4,575	48,506
3 Savings and Loan Deposits	0	0	0	0	0	0	0	0	0	0
4 Other Cash Equivalents	238,957	295,726	163,396	256,499	275,104	117,108	573,102	181,873	288,565	234,940
5 US Govt. Securities	212,438	421,688	421,688	621,688	927,818	1,426,060	1,839,474	3,285,030	3,144,510	3,441,988
6 Non-US Govt Securities	0	0	0	0	0	0	0	0	0	0
7 Mortgages	0	0	0	0	0	0	0	0	0	0
8 Corporate Bonds	731,111	731,111	731,111	779,928	606,886	619,648	248,938	315,394	533,910	533,910
9 Common Stocks	2,044,158	2,121,259	2,642,932	2,718,778	3,225,906	3,219,060	3,337,250	4,136,988	4,185,381	4,873,882
10 Other	13,967	16,304	27,581	13,882	19,146	45,304	56,951	65,476	79,530	57,944
11 Payables	(3,500)	0	0	(95)	0	0	(16)	(70,457)	(17)	(100)
TOTAL ASSETS	\$ 3,323,650	\$ 3,672,854	\$ 4,107,688	\$ 4,533,959	\$ 5,085,751	\$ 5,441,628	\$ 6,061,156	\$ 7,996,083	\$ 8,236,454	\$ 9,191,070
E. TOTAL MARKET VALUE	\$ 4,377,557	\$ 4,624,857	\$ 4,682,930	\$ 5,015,419	\$ 5,573,909	\$ 5,787,509	\$ 5,823,185	\$ 8,725,231	\$ 8,961,980	\$ 9,636,034
F. RATIO OF ASSETS TO ANNUAL EXPENSES										
Book Value Basis	2.3	2.6	2.8	3.1	3.5	3.7	3.0	5.4	3.8	5.8
Market Value Basis	3.1	3.2	3.2	3.4	3.8	3.9	2.9	5.9	4.2	6.1
G. RATIO OF ASSETS TO NON-INVESTMENT CASH OUTFLOW										
Book Value Basis	5.5	5.7	6.0	5.6	6.3	6.6	4.3	9.1	5.2	9.9
Market Value Basis	7.2	7.2	6.9	6.2	6.9	7.0	4.1	9.9	5.7	10.4
H. SUMMARY OF NET INVESTMENT RETURNS										
Book Value Rate of Return	7.58%	5.54%	6.13%	5.44%	9.00%	3.72%	-7.28%	8.18%	7.33%	5.72%
10 Year Average Return	5.04%									
Market Value Rate of Return	8.27%	13.45%	7.51%	4.80%	11.06%	14.68%	-18.67%	7.52%	10.13%	1.91%
10 Year Average Return	5.63%									

Note: The assumed liability discount rate is 5%. If the plan does not realize an investment return of 5% or more over the long term, the ultimate cost of the plan will be greater than the liabilities shown in this report. That is, the plan would need more money to meet its obligations.

EXHIBIT 3 (Continued)

	<u>12/31/2014</u>	<u>12/31/2013</u>	<u>12/31/2012</u>	<u>12/31/2011</u>	<u>12/31/2010</u>
I. <u>TOTAL MARKET VALUE</u>					
1. Market Value, end of year (Used for GASB calculations, page 9)	4,377,557	4,624,857	4,682,930	5,015,419	5,573,909
2. Market Value, beginning of year	4,624,857	4,682,930	5,015,419	5,573,909	5,787,509
J. <u>DEVELOPMENT OF ACTUARIAL VALUE OF ASSETS</u>					
1. Actuarial Value of Assets, beginning of year	4,280,264	4,514,274	5,244,338	6,054,749	6,764,712
2. Non Investment Net Cash Flow	(604,709)	(644,491)	(683,259)	(806,673)	(808,998)
3. Development of Investment Income					
(a) Total Market Investment Income (I1-I2-J2)	357,409	586,418	350,770	248,183	595,398
(b) Assumed Rate for Immediate Recognition	5%	5%	5%	5%	5%
(c) Amount for Immediate Recognition (J1 x b)	214,013	225,714	262,217	302,737	338,236
(d) Amount for Phased In Recognition (a-c)	143,396	360,704	88,553	(54,554)	257,162
(e) Phased In Recognition					
Current year : 20% of 3(d)	28,679	72,141	17,711	(10,911)	51,432
First Prior Year	72,141	17,711	(10,911)	51,432	54,394
Second Prior Year	17,711	(10,911)	51,432	54,394	(421,648)
Third Prior Year	(10,911)	51,432	54,394	(421,648)	20,258
Fourth Prior Year	51,432	54,394	(421,648)	20,258	56,363
Total Phased In Recognition	159,052	184,767	(309,022)	(306,475)	(239,201)
(f) Actuarial Value Investment Income (3(c) + 3(e))	373,065	410,481	(46,805)	(3,737)	99,035
4. Actuarial Value of Assets, End of year (1 + 2 + 3(f))	4,048,620	4,280,264	4,514,274	5,244,338	6,054,749
5. Net Investment Return on the Actuarial Value of Assets	9.4%	9.8%	-1.0%	-0.1%	1.6%

Note: The Pension Review Board's Board Rule #11 first applies this methodology to determine the Actuarial Value of Assets for the 12/31/99 actuarial valuation report. Different methods were used to determine the Actuarial Value of Assets for the 12/31/98 and earlier reports.

EXHIBIT 3 (Continued)

ACCOUNTING INFORMATION

This page is included to provide the information required by the Governmental Accounting Standards Board Statement No. 25 and 27. The values below are based on the assumptions contained in Exhibit 8.

The Annual Pension Cost disclosed in this exhibit will almost always differ from the actual cash contribution to the fund. We must emphasize that these disclosures are shown in the city's financial statements; Sound actuarial projections should be used to determine the actual cash contribution requirements.

RECONCILIATION OF NET PENSION OBLIGATION (NPO)

	2012	2013	2014
1. Actuarially Required Contribution	3,414,645	3,380,092	3,188,219
2. Interest on NPO	479,197	528,788	567,628
3. Adjustment to (1)	2,160,944	2,384,572	2,559,721
4. Annual Pension Cost (1)+(2)-(3)	1,732,898	1,524,307	1,196,125
5. Actual Contribution Made	741,091	747,511	756,819
6. Increase in NPO (4)-(5)	991,807	776,796	439,306
7. NPO Beginning of Year	9,583,948	10,575,755	11,352,552
8. NPO End of Year	10,575,755	11,352,552	11,791,858

REQUIRED SUPPLEMENTARY INFORMATION

(a)	(b)	(c)	(d)	(e)	(f)	(g)
Actuarial	Market	Entry Age	Unfunded	Funded	Annual	UAL as a %
Valuation	Value of	Actuarial	Accrued	Ratio	Covered	of Covered
Date	Plan Assets	Accrued	Liability	(b)/(c)	Payroll	Payroll
		Liability	(UAL)			(d)/(f)
			(c)-(b)			
12/31/2003	10,625,689	19,833,848	9,208,159	53.6%	52,016	17702.7%
12/31/2005	9,636,034	20,119,597	10,483,563	47.9%	0	N/A
12/31/2007 a	8,725,231	18,566,993	9,841,762	47.0%	0	N/A
12/31/2008	5,823,185	17,521,460	11,698,275	33.2%	0	N/A
12/31/2009 b	5,787,509	20,849,028	15,061,519	27.8%	0	N/A
12/31/2010	5,573,909	20,511,098	14,937,189	27.2%	0	N/A
12/31/2011	5,015,419	20,159,623	15,144,204	24.9%	0	N/A
12/31/2012	4,682,930	19,673,887	14,990,957	23.8%	0	N/A
12/31/2013 c	4,624,857	18,764,842	14,139,985	24.6%	0	N/A
12/31/2014	4,377,557	18,356,962	13,979,405	23.8%	0	N/A

a Includes change in assumptions to 7% discount rate and 83GAM mortality.

b Includes change in assumptions to 5% discount rate and 83GAM mortality.

c Includes change in assumptions to 5% discount rate and 83GAM mortality.

EXHIBIT 4

COMPARISON WITH PRIOR YEARS

Valuation Date	No.	Full Paid	Actuarial Computed		Total Plan			
		<u>Active Members</u>	<u>Employer Contribution</u>	<u>Employer Contribution</u>	Assets	Unfunded Actuarial Liability	Normal Cost	Funded
		Annual Payroll	Percent of Pay	Dollar Amount			Percent	Percent
12/31/1984	45	807,438	27.7%	223,455	3,078,619	1,193,660	22.1%	72.1%
12/31/1986	37	723,894	29.6%	213,935	4,006,484	1,379,340	21.8%	74.4%
12/31/1987	* 38	788,348	31.3%	246,479	4,460,948	1,455,161	23.4%	75.4%
12/31/1989	27	639,962	36.0%	230,328	5,189,846	1,976,463	26.6%	72.4%
12/31/1991	23	585,898	33.3%	195,273	5,999,964	1,427,422	25.5%	80.8%
12/31/1993	22	620,116	25.2%	156,484	7,271,255	544,779	25.4%	93.0%
12/31/1995	* 21	676,847	25.6%	173,401	8,897,591	148,392	29.8%	98.4%
12/31/1997	* 17	608,602	55.9%	339,974	10,797,686	1,295,764	38.0%	89.3%
12/31/1999	10	367,188	53.7%	197,315	12,352,474	588,369	37.7%	95.5%
12/31/2001	* 6	234,765	405.5%	952,076	12,920,017	4,319,925	55.4%	74.9%
12/31/2003	* 1	52,016	3270.0%	1,700,905	11,936,657	7,897,191	54.6%	60.2%
12/31/2005	* 0	0	0.0%	2,095,694	10,243,228	9,876,369	0.0%	50.9%
12/31/2007	* 0	0	0.0%	2,140,648	8,720,172	9,846,821	0.0%	47.0%
12/31/2008	0	0	0.0%	2,187,385	7,458,831	10,062,629	0.0%	42.6%
12/31/2009	* 0	0	0.0%	3,155,357	6,764,710	14,084,318	0.0%	32.4%
12/31/2010	0	0	0.0%	3,240,353	6,055,027	14,456,071	0.0%	29.5%
12/31/2011	0	0	0.0%	3,346,655	5,244,338	14,915,285	0.0%	26.0%
12/31/2012	0	0	0.0%	3,402,323	4,514,274	15,159,613	0.0%	22.9%
12/31/2013	0	0	0.0%	3,250,675	4,280,264	14,484,578	0.0%	22.8%
12/31/2014	0	0	0.0%	3,214,908	4,048,621	14,308,341	0.0%	22.1%

*Benefits or assumptions changed

Valuation Date	Part-Paid/Volunteer	Actuarial Computed
	<u>Active Members</u>	<u>Employer Contribution</u>
12/31/1999	0	0
12/31/2001 *	0	3,123
12/31/2003 *	0	14,807
12/31/2005 *	0	18,412
12/31/2007 *	0	16,368
12/31/2008	0	16,918
12/31/2009 *	0	20,310
12/31/2010	0	19,135
12/31/2011	0	16,374
12/31/2012	0	15,797
12/31/2013	0	15,241
12/31/2014	0	11,271

EXHIBIT 5

SHORT CONDITION TEST

The Arkansas General Assembly has stated that the funding objective for these plans is to pay for benefits with contributions that remain level as a percentage of employee payroll. Thus, the long-term condition test is met when the actual contributions are fairly level and are paid when due.

A short condition test can be used to measure a plan's progress. Under the short condition test, the fund's assets are compared with:

- 1) Active member contributions;
- 2) The liabilities for future benefits to the present retirees and inactive members;
- 3) The liabilities for service already rendered by active members.

If the plan has been following level cost funding, liability (1) and liability (2) above will almost always be fully covered by the rest of the present assets. In addition, liability (3) above will at least partially funded. The larger the funded portion of liability (3), the stronger the condition of the fund. For a closed fund i.e., one like yours, where no new members are admitted), the funded portion of liability (3) should be steadily increasing.

The following table illustrates the history of the short condition test for this plan:

Valuation Date	<u>Computed Actuarial Liabilities</u>			Valuation Assets	<u>Portion of Liabilities covered by Assets</u>		
	(1) Active Members Contributions	(2) Retirees, Inactives, and DROPS	(3) Actives- Employer Financed		(1)	(2)	(3)
12/31/1984	236,541	1,464,696	2,571,042	3,078,619	100%	100%	54%
12/31/1986	263,129	2,753,772	2,368,923	4,006,484	100%	100%	42%
12/31/1987	308,829	2,754,276	2,853,004	4,460,948	100%	100%	49%
12/31/1989	274,405	4,560,672	2,331,232	5,189,846	100%	100%	15%
12/31/1991	292,477	5,072,169	2,062,740	5,999,964	100%	100%	31%
12/31/1993	353,891	5,005,131	2,457,012	7,271,255	100%	100%	78%
12/31/1995	418,412	5,101,995	3,525,576	8,897,591	100%	100%	96%
12/31/1997	401,937	7,315,705	4,375,808	10,797,686	100%	100%	70%
12/31/1999	267,239	10,017,182	2,656,421	12,352,474	100%	100%	78%
12/31/2001	171,157	14,565,274	250,351	12,920,017	100%	88%	0%
12/31/2003	33,201	19,228,546	57,210	11,936,657	100%	62%	0%
12/31/2005	0	20,119,597	0	10,243,228	100%	51%	0%
12/31/2007	0	18,566,993	0	8,720,172	100%	47%	0%
12/31/2008	0	17,521,460	0	7,458,831	100%	43%	0%
12/31/2009	0	20,849,028	0	6,764,710	100%	32%	0%
12/31/2010	0	20,511,098	0	6,055,027	100%	30%	0%
12/31/2011	0	20,159,623	0	5,244,338	100%	26%	0%
12/31/2012	0	19,673,887	0	4,514,274	100%	23%	0%
12/31/2013	0	18,764,842	0	4,280,264	100%	23%	0%
12/31/2014	0	18,356,962	0	4,048,621	100%	22%	0%

Exhibit 6

Employee Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present participants by the number of participants and total salary.

Actives

		<i>Years of Service</i>							Total
<i>Age</i>		0-5	5-10	10-15	15-20	20-25	25-30	30 and Over	
Under 25	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
25-29	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
30-34	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
35-39	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
65 & Over	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0

Exhibit 6

Employee Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present participants by the number of participants.

Volunteers/Part-Paid Actives

		<i>Years of Service</i>							Total
<i>Age</i>		0-5	5-10	10-15	15-20	20-25	25-30	30 and Over	
Under 25	Count	0	0	0	0	0	0	0	0
25-29	Count	0	0	0	0	0	0	0	0
30-34	Count	0	0	0	0	0	0	0	0
35-39	Count	0	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0	0
65 & Over	Count	0	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0	0

Exhibit 6

Inactive Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present payees by the number of payees and total annual benefit.

Retirees and Survivors

		<i>Years Since Retirement</i>							Total
<i>Age</i>		0-1	1-2	2-3	3-4	4-5	5-10	10 and Over	
Under 40	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	1	1
	Benefit	0	0	0	0	0	0	21,465	21,465
55-59	Count	0	0	0	0	0	6	3	9
	Benefit	0	0	0	0	0	271,496	86,069	357,565
60-64	Count	0	0	0	0	0	1	6	7
	Benefit	0	0	0	0	0	48,927	213,442	262,369
65-69	Count	0	0	0	0	0	0	9	9
	Benefit	0	0	0	0	0	0	251,749	251,749
70-74	Count	0	0	0	0	0	1	6	7
	Benefit	0	0	0	0	0	73,302	143,039	216,341
75-79	Count	0	0	0	0	0	0	9	9
	Benefit	0	0	0	0	0	0	158,933	158,933
80-84	Count	0	0	0	0	0	0	4	4
	Benefit	0	0	0	0	0	0	57,390	57,390
85 & Over	Count	0	0	0	0	0	0	6	6
	Benefit	0	0	0	0	0	0	30,997	30,997
Unknown Age	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	8	44	52
	Benefit	0	0	0	0	0	393,725	963,084	1,356,809

This includes	36 retirees	with annual benefit of \$1,143,507 .
This includes	2 disableds	with annual benefit of \$40,110 .
This includes	14 survivors	with annual benefit of \$173,192 .

Exhibit 6

Deferred Retirement Option Plan Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the current participants on DROP by the number of participants and total annual DROP benefit.

DROP Participants

		<i>Years Since Electing DROP</i>						Total
<i>Age</i>		0-1	1-2	2-3	3-4	4-5	5-10	
Under 40	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
65-69	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
70-74	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
75 & Over	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0

EXHIBIT 7

PRINCIPLE PROVISIONS OF THE PLAN

<u>EMPLOYEE</u>	Member of Fire Department
<u>EMPLOYER</u>	Fayetteville Fire Department
<u>MEMBERSHIP</u>	Condition of Employment. Firefighters hired after 1982 must join the statewide Local Police and Firefighters Retirement System
<u>CREDITABLE SERVICE</u>	Determined on basis of service since employment
<u>CONTRIBUTIONS</u>	
<u>Employee</u>	6% of salary. Volunteers contribute \$12/year. Refundable if member terminates before retirement eligibility.
<u>Employer</u>	1. Matching contribution equal to employee contribution 2. State Insurance Premium Tax turnback 3. Local Millage
<u>FINAL SALARY</u>	Salary attached to the rank of the member at time of retirement, based on regularly scheduled work-week.
<u>DEFERRED RETIREMENT OPTION PLAN</u>	This plan has elected to participate in the Deferred Retirement Option Plan effective 01/25/1996. Members who elect to participate have a DROP account that is increased by the monthly amount of their retirement as if they had retired as of the date DROP was elected. Has not elected coverage under Act 1457 of 1999.
<u>RETIREMENT BENEFITS</u>	
<u>Eligibility</u>	20 Years of Service regardless of age.
<u>Benefit</u>	90% of Final Salary, but not less than \$4,200. (\$1,200/year for volunteer/part-paid). If service exceeds 20 years, the annual benefit is increased by \$240 for each year over 20, up to \$1,200/year extra. (\$120 for each year over 20 up to \$600/year for volunteer/part-paid). If service is more than 25 years, member receives an extra 1.25% (for each year over 25) of Final Salary, payable once the retiree reaches age 60. The benefit cannot exceed 100% of Final Salary.

EXHIBIT 7 (Continued)

DEATH BENEFITS

Eligibility

Death before 20 Years of Service not occurring while performing work in gainful employment outside the fire department, or death after 20 years.

Benefit

1. Widow receives same amount as member is receiving or eligible for.
2. Each child under age 19 receives \$1,500/year. (\$300/year for volunteer/part-paid). If no surviving spouse, child receives spouse's benefit to age 19.

DISABILITY BENEFITS

Eligibility

Permanent physical or mental disability not acquired while performing work in gainful employment outside the fire department.

Benefit

Full Paid Non-duty disability

Retirement benefit but not less than \$4,200/year.

Full Paid Duty related disability

Retirement benefit but not less than 65% of Final Salary and not less than \$4,200/year.

Volunteer/Part-Paid:

Computed as voluntary retirement benefit

EXHIBIT 8

ACTUARIAL METHODS AND ASSUMPTIONS

The assumptions for this valuation have been selected in accordance with Actuarial Standards of Practice No. 27. The asset valuation method is prescribed in Arkansas Code Annotated 24-11-207. This prescribed asset valuation method directly impacts the investment return assumption. The assumed salary growth is restricted by A.C.A. 24-11-205 in relation to the investment return assumption.

ACTUARIAL COST METHOD

The "entry age normal" cost method has been used.

PRE-RETIREMENT MORTALITY

Deaths have been projected on the basis of the 1983 Group Annuity Table for Males, set back five years for females. Mortality rates at a few sample ages are:

<u>Age</u>	<u>Mortality rate per 1,000</u>
25	0.464
35	0.860
45	2.183
55	6.131

POST RETIREMENT MORTALITY

The 1983 Group Annuity Mortality Table was used. For females, the male table was used with a five-year setback. The life expectancy according to this table is as follows:

<u>Age</u>	<u>Males</u>	<u>Females</u>
55	24.87	29.23
65	16.74	20.68

MORTALITY BASIS AND PROJECTION

The mortality assumptions do not include a projection for mortality improvement. These rates were chosen after an experience study for 2007-2012. No projection was deemed necessary at this time since the recent experience study did not show significant improvement over an experience study for 2000-2006 deaths.

The 1971 Group Annuity Table for Males, set back five years for females was used before the 12/31/2007 Valuation.

VOLUNTARY TERMINATIONS

Annual termination rates at a few sample ages are:

<u>Age</u>	<u>Termination rate per 1,000</u>
20	40
25	35
30	29
35	15
40	6
45	5
50	5
55	5

EXHIBIT 8 (continued)

When a person had less than 4 years of service, we assumed that his chances of voluntary termination were a multiple of thereafter rates, with the following multiples being used:

1st year	2.85
2nd year	2.00
3rd year	1.50
4th year	1.15

ASSUMED DISCOUNT RATE

5.0%

The reports for the valuations as of 12/31/2009 through 12/31/2012 were completed using an assumed discount rate of 5%.

A study of the returns of all fire and police plans was made of the 2006-2012 experience. The components and variations of appropriate portfolios were also reviewed. The Pension Review Board determined that for comparison with previous years and with other similar plans that a single discount assumption of 5% should be used.

DISABILITIES

We continued the disability rates used in prior reports. Disability rates at a few sample ages are:

<u>Age</u>	<u>Disability rate per 1,000</u>
20	0.8
25	0.8
30	0.8
35	0.8
40	2.0
45	2.6
50	4.9
55	8.9
60	14.1

One third of the disabilities were assumed to be service related.

For mortality after disability, we assumed rates based on the Eleventh Actuarial Valuation of the Railroad Retirement System, for occupational disabilities

ASSET VALUATION

See Exhibit 3, Part J

EXHIBIT 8 (continued)

SALARY GROWTH

We have used the salary scale used in prior reports. Annual assumed growth at a few sample ages is:

<u>Age</u>	<u>ANNUAL SALARY INCREASE</u>		
	<u>Base</u>	<u>Merit</u>	<u>Total</u>
20	4.0%	4.0%	8.0%
25	4.0%	3.2%	7.2%
30	4.0%	2.8%	6.8%
35	4.0%	2.5%	6.5%
40	4.0%	2.2%	6.2%
45	4.0%	1.7%	5.7%
50	4.0%	1.2%	5.2%
55	4.0%	0.7%	4.7%
60	4.0%	0.2%	4.2%

EXPECTED RETIREMENT AND DROP PATTERN

Since the plan allows full benefits at ages younger than the traditional "65", an assumption that will have an important impact is what percentage of people who are eligible for this early retirement will actually take advantage of it.

This will depend on intangible things such as the economy, health, financial ability to retire, Social Security eligibility, and work patterns. Based on recent experience, we are using the following assumed rates:

<u>Age</u>	<u>Retirement rate per 1,000</u>	
	<u>Retirement</u>	<u>DROP</u>
40-59	100	200
60+	1,000	0

Note: A member was assumed to be eligible for retirement or DROP after attaining age 40 with 20 years of service. It is also assumed that twice the normal number will retire or elect DROP in the first year of eligibility.

EXHIBIT 8 (continued)

RETIREMENT PATTERN AFTER
ELECTION OF DROP

Once a person is on DROP (Deferred Retirement Option Program), they were assumed to retire from the department as follows:

<u>Years on DROP</u>	<u>Retirement rate per 1,000</u>
1	100
2	200
3	200
4	300
5 or more	1,000

APPENDIX 1

Discussion of GASB 67

Accounting Standard

For pension plans that are administered through trusts or equivalent arrangements, Governmental Accounting Standards Board (GASB) Statement No. 67, "Financial Reporting for Pension Plans," (GASB 67) replaces Statements No. 25 and No. 50. GASB 67 establishes standards of financial reporting and specifies the required approach for measuring the pension liability of employers for benefits provided through the pension plan.

This discussion provides a summary of the information that is required to be disclosed under GASB 67. A number of these disclosure items are provided in this report as noted. However, certain information, such as notes regarding accounting policies and investments, is not included in this report, and your internal staff will be responsible for preparing that information to fully comply with this accounting standard.

Financial Statements

GASB 67 requires defined benefit pension plans to present two financial statements: a statement of fiduciary plan net position and a statement of changes in fiduciary plan net position. Based on the information that was provided to our firm, we compiled the Financial Statements that are included in this report as Exhibit 3.

Notes to Financial Statements

Paragraph 30 of GASB 67 is an extensive list of notes to the plan's financial statements that are required to provide additional disclosure. Many of these notes concern the plan provisions and the actuarial assumptions used in making the calculations under this standard. Those items are included as Exhibits 7 and 8 in this report.

Please note that several items mentioned in Paragraph 30 are beyond the scope of the included information. Your internal staff will be responsible for preparing those notes.

This report includes some notes that are actuarial in nature and are written in the format we understand is desired by GASB 67. These notes are included as Appendix 2 of this report. These are only selected notes and not intended to be a complete compilation of notes to the financial statements.

Required Supplementary Information

GASB 67 requires a 10-fiscal year history of various information about the pension liability. These schedules may be built prospectively since the presentation is not the same as all previous years under previous standards. The four schedules are:

- Schedule of changes in the net pension liability.
- Schedule of the components of net pension liability along with related ratios.
- Comparison of actual employer contributions to the actuarially determined contributions based on the plan's funding policy.
- Schedule of the annual money-weighted rate of return on pension plan investments.

These compilations can be found in Appendix 4 of this report. Please note that the money-weighted rate of return schedule is based on all transactions occurring at mid-year. The standard calls for a monthly calculation of the weighted, but we do not have the data sufficient to make that calculation.

Single Discount Rate

Projected benefit payments are required to be discounted to actuarial present values using a single discount rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) a tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's net position with contributions associated with current plan member and the long-term expected rate of return are not sufficient to pay benefits).

For the purpose of this valuation, the expected rate of return on pension plan investments is 5.0%; the municipal bond rate is 4.29%; and the resulting single discount rate is 4.4224%. The resulting demonstration of the single discount rate calculation is shown in Appendix 4.

Valuation Date, Effective Date and Transition

GASB 67 is effective for fiscal years beginning after June 15, 2013. Since the fiscal year under consideration for this report is 2014, the corresponding financial statement covers the fiscal year from January 1, 2014 to December 31, 2014. We understand that the plan fiscal year and the employer's fiscal year are the same. Therefore, the calculations included in this report are not projected and reflect the beginning and the end of the above stated fiscal year.

APPENDIX 2

Notes to the Financial Statements

Cost of Living Adjustment (COLA)

The board of trustees has the ability to make ad hoc cost of living adjustments (COLA) and other benefit improvements through a process that requires actuarial soundness and approval by the Pension Review Board. Therefore, in the opinion of the actuary, any increases are not substantively automatic, and no COLA is included in the determination of the Total Pension Liability.

Long-Term Expected Return on Plan Assets

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return. The rates were built on a target allocation for all local police and fire pension funds, the target for an individual fund will vary within the guidelines of Arkansas law and regulation. The target allocation and the long-term expected rates of return are shown in the table below:

Asset Class	Target Allocation	Long-term Expected Rate of Return
Domestic Fixed Income	80%	5.0%
International Fixed Income		
Domestic Equity	10%	7.8%
Foreign Equity		
Cash	10%	2.0%
Total	100%	5.0%

Single Discount Rate

A single discount rate of 4.4224% was used to measure the Total Pension Liability. This single discount rate was based on the expected rate of return on pension plan investments of 5.0%. The projection of cash flows, based on the assumptions made, found that the pension plan's net position was insufficient to make all projected future benefit payments of current plan members. Therefore, the single discount rate was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Regarding the sensitivity of the Net Pension Liability to changes in the single discount rate, the follow presents the plan's net pension liability, calculated using a single discount rate of 4.42%, as well as what the plan's net pension liability would be if it were calculated using a single discount rate that is 1-percentage point lower or 1-percentage point higher:

	1% Decrease	Current Single Rate Assumed	1% Increase
Total Pension Liability	21,269,266	19,118,634	17,318,206
Net Pension Liability	16,891,709	14,741,077	12,940,649

APPENDIX 3

Required Supplementary Information

GASB 67 requires a 10-fiscal year history of various information about the pension liability. These schedules may be built prospectively since the presentation is not the same as all previous years under previous standards. The four schedules are:

- Schedule of changes in the net pension liability.
- Schedule of the components of net pension liability along with related ratios.
- Comparison of actual employer contributions to the actuarially determined contributions based on the plan's funding policy.
- Schedule of the annual money-weighted rate of return on pension plan investments.

Please note that the money-weighted rate of return schedule is based on all transactions occurring at mid-year. The standard calls for a monthly calculation of the weighted, but we do not have the data sufficient to make that calculation.

The actuarially determined contribution rate was not calculated in the fashion described historically. Therefore, that schedule will be completed prospectively.

The schedules follow this page.

City of Fayetteville, Arkansas Firefighters Pension Fund
Schedules of Required Supplementary Information
Schedule of Changes in the Employers' Net Pension Liability and Related Ratios

Fiscal Year ending December 31,	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
Total Pension Liability										
Service Cost	0	0	0	0	0	0	0			
Interest	904,284	948,987	972,465	989,738	1,006,595	840,137	878,110			
Benefit Changes	0	0	0	0	0	0	0			
Difference between Actual & Expected Experience	46,177	-469,723	-37,542	91,460	89,744	79,739	75,943			
Assumption changes	761,664	0	0	0	0	3,845,153	0			
Benefit Payments	-1,358,341	-1,388,309	-1,420,659	-1,432,673	-1,434,269	-1,437,460	-1,989,586			
Net Change in Total Pension Liability	353,784	-909,045	-485,736	-351,475	-337,930	3,327,568	-1,035,533			
Total Pension Liability - Beginning	18,764,842	19,673,887	20,159,623	20,511,098	20,849,028	17,521,460	18,556,993			
Total Pension Liability - Ending	19,118,626	18,764,842	19,673,887	20,159,623	20,511,098	20,849,028	17,521,460			
Plan Fiduciary Net Position										
Contributions - Employee	0	0	0	0	0	0	1,356			
Contributions - Employer	525,903	527,441	511,967	498,415	509,165	485,735	590,441			
Net Investment Income	588,688	806,249	579,820	379,363	718,363	919,799	-1,497,830			
Benefit Payments	-1,358,341	-1,388,309	-1,420,659	-1,432,673	-1,434,269	-1,437,460	-1,989,586			
Administrative Expense	-3,550	-3,454	-3,617	-3,595	-6,859	-3,750	-6,427			
Reconciliation	0	0	0	0	0	0	0			
Net Change in Plan Net Position	-247,300	-58,073	-332,489	-558,490	-213,600	-35,676	-2,902,046			
Plan Fiduciary Net Position - Beginning	4,624,857	4,682,930	5,015,419	5,573,909	5,787,509	5,823,185	8,725,231			
Plan Fiduciary Net Position - Ending	4,377,557	4,624,857	4,682,930	5,015,419	5,573,909	5,787,509	5,823,185			
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	22.90%	24.65%	23.80%	24.88%	27.18%	27.76%	33.23%			
Covered Employee Payroll	0	0	0	0	0	0	0			
Net Pension Liability as a Percentage of Covered Employee Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A			

Appendix 3 – Continued

City of Fayetteville, Arkansas Firefighters Pension Fund
Schedule of Required Supplementary Information
Schedule of Net Pension Liability

FY ending December 31,		(TPL) Total Pension Liability	Plan Net Position	(NPL) Net Pension Liability	Net Position as % of TPL	Covered Payroll	NPL as % of Payroll
12/31/2007	a	18,566,993	8,725,231	9,841,762	46.99%	0	N/A
12/31/2008	a	17,521,460	5,823,185	11,698,275	33.23%	0	N/A
12/31/2009	b	20,849,028	5,787,509	15,061,519	27.76%	0	N/A
12/31/2010	b	20,511,098	5,573,909	14,937,189	27.18%	0	N/A
12/31/2011	b	20,159,623	5,015,419	15,144,204	24.88%	0	N/A
12/31/2012	b	19,673,887	4,682,930	14,990,957	23.80%	0	N/A
12/31/2013	b	18,764,842	4,624,857	14,139,985	24.65%	0	N/A
12/31/2014	c	19,118,634	4,377,557	14,741,077	22.90%	0	N/A

Note: a full 10 year schedule will be completed as information is available.

- a. 1983 GAM, 7.00%
- b. 1983 GAM, 5.00%
- c. 1983 GAM, 4.42%

Appendix 3 – Continued

City of Fayetteville, Arkansas Firefighters Pension Fund Schedule of Required Supplementary Information Schedule of Contributions

FY ending December 31,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contribution as % of Payroll
2005					
2006					
2007					
2008					
2009					
2010					
2011					
2012	3,414,645	741,091	2,673,554	N/A	N/A
2013	3,380,092	747,511	2,632,581	N/A	N/A
2014	3,188,219	756,819	2,431,400	N/A	N/A

Key Assumptions for ADC:

Cost Method	Entry Age Normal
Amortization Method	Level dollar, open
Remaining amortization	5 years
Asset Valuation	Market Value
Investment rate of return	5.00%
Mortality	1983 Group Annuity Mortality

Note: a full 10 year schedule will be completed as information is available.

Appendix 3 – Continued

City of Fayetteville, Arkansas Firefighters Pension Fund
Schedule of Required Supplementary Information
Schedule of Investment Returns

FY ending December 31,	Annual Money-weighted Rate of Return
2005	1.91%
2006	10.13%
2007	7.52%
2008	-18.67%
2009	14.68%
2010	11.06%
2011	4.80%
2012	7.51%
2013	13.45%
2014	8.27%

The amounts shown are net of investment expenses.

The actuary calculated these rates with the information that was provided, therefore, these rates are annual money-weighted. Monthly money-weighted returns are not available.

APPENDIX 4

Calculation of the Single Discount Rate

GASB 67 includes a specific requirement for the discount rate that is used for the purpose of the measurement of the Total Pension Liability. This rate considers the ability of the fund to meet benefit obligations in the future. To make this determination, employer contributions, employee contributions, benefit payments, expenses and investment returns are projected into the future. The Plan Net Position (assets) in future years can then be projected and compared to the obligation to make benefit payments in those years. As long as assets are projected to be on hand in a future year, the assumed valuation discount rate is used. In years where assets are not projected to be sufficient to meet benefit payments, the use of a “risk-free” rate is required. The single discount rate is equivalent to applying these two rates to the benefits that are projected to be paid during the different time periods.

For the purpose of this valuation, the expected rate of return on pension plan investments is 5.0%; the municipal bond rate is 4.29%; and the resulting single discount rate is 4.4224%.

The following tables are shown in this exhibit to provide the background for the development of the single discount rate:

- Projection of Benefit Payments and Actuarially Determined Contributions
- Projection of Contributions. Since this plan is frozen with no new participants, there are no expected contributions projected for new participants
- Projection of Plan Fiduciary Net Position
- Present Values of Projected Benefit Payments

The Local Police and Fire Pension Funds do not have formal funding policies. They typically contribute the amounts required by law as outlined in Exhibit 7. For purposes of this projection, any millage amount is assumed to increase by 1% annually; the premium tax and additional allocation revenues, if any, are changed in proportion to the Net Pension Liability; all other sources are assumed to remain level.

These projections are generated under the guidelines of GASB 67 and the related implementation guide. They should be used solely to determine the single discount rate as defined in the GASB statements. Any implication beyond that determination is beyond the scope of this report.

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Development
Projection of Benefit Payments Beginning January 1, 2015

Year	Current Retirees	<u>Projected Benefit Payments</u>			Projected Net Pension Liability at Beg of Year	Projected Actuarially Determined Contribution
		DROP	Current Actives	Total		
1	1,343,422	0	0	1,343,422	13,663,428	3,080,767
2	1,335,052	0	0	1,335,052	13,565,988	3,058,796
3	1,325,172	0	0	1,325,172	13,460,019	3,034,903
4	1,313,820	0	0	1,313,820	13,345,196	3,009,013
5	1,301,050	0	0	1,301,050	13,221,179	2,981,051
6	1,286,874	0	0	1,286,874	13,087,621	2,950,937
7	1,271,232	0	0	1,271,232	12,944,160	2,918,590
8	1,254,038	0	0	1,254,038	12,790,422	2,883,925
9	1,235,235	0	0	1,235,235	12,626,021	2,846,857
10	1,214,725	0	0	1,214,725	13,232,757	2,983,661
11	1,192,387	0	0	1,192,387	12,644,602	2,851,047
12	1,168,123	0	0	1,168,123	12,050,021	2,716,983
13	1,141,852	0	0	1,141,852	11,450,675	2,581,846
14	1,113,545	0	0	1,113,545	10,848,393	2,446,046
15	1,083,087	0	0	1,083,087	10,245,119	2,310,022
16	1,050,438	0	0	1,050,438	9,643,019	2,174,264
17	1,015,723	0	0	1,015,723	9,044,406	2,039,291
18	978,968	0	0	978,968	8,451,580	1,905,623
19	940,281	0	0	940,281	7,866,928	1,773,799
20	899,867	0	0	899,867	7,292,848	1,644,358
21	857,923	0	0	857,923	6,731,644	1,517,820
22	814,728	0	0	814,728	6,185,535	1,394,686
23	770,492	0	0	770,492	5,656,562	1,275,416
24	725,426	0	0	725,426	5,146,654	1,160,444
25	679,845	0	0	679,845	4,657,617	1,050,178
26	633,971	0	0	633,971	4,191,026	944,973
27	588,015	0	0	588,015	3,748,304	845,150
28	542,261	0	0	542,261	3,330,728	750,997
29	497,010	0	0	497,010	2,939,349	662,751
30	452,514	0	0	452,514	2,574,958	580,590
31	409,017	0	0	409,017	2,238,128	504,643
32	366,807	0	0	366,807	1,929,210	434,989
33	326,183	0	0	326,183	1,648,273	371,645
34	287,340	0	0	287,340	1,395,086	314,558
35	250,498	0	0	250,498	1,169,206	263,627
36	216,016	0	0	216,016	969,936	218,697
37	184,200	0	0	184,200	796,181	179,519
38	155,170	0	0	155,170	646,471	145,763
39	129,051	0	0	129,051	519,145	117,055
40	106,001	0	0	106,001	412,326	92,969
41	85,988	0	0	85,988	323,881	73,027
42	68,850	0	0	68,850	251,604	56,730
43	54,406	0	0	54,406	193,346	43,595
44	42,480	0	0	42,480	147,037	33,153
45	32,806	0	0	32,806	110,682	24,956
46	25,052	0	0	25,052	82,463	18,593
47	18,915	0	0	18,915	60,811	13,711
48	14,146	0	0	14,146	44,391	10,009
49	10,486	0	0	10,486	32,055	7,228
50	7,690	0	0	7,690	22,869	5,156

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Development
Projection of Benefit Payments Beginning January 1, 2015

Year	<u>Projected Benefit Payments</u>				Projected Net Pension Liability at Beg of Year	Projected Actuarially Determined Contribution
	Current Retirees	DROP	Current Actives	Total		
51	5,569	0	0	5,569	16,101	3,630
52	3,980	0	0	3,980	11,176	2,520
53	2,803	0	0	2,803	7,640	1,723
54	1,941	0	0	1,941	5,139	1,159
55	1,321	0	0	1,321	3,398	766
56	882	0	0	882	2,209	498
57	578	0	0	578	1,412	318
58	372	0	0	372	887	200
59	235	0	0	235	549	124
60	146	0	0	146	334	75
61	89	0	0	89	201	45
62	54	0	0	54	119	27
63	32	0	0	32	69	16
64	19	0	0	19	40	9
65	11	0	0	11	22	5
66	6	0	0	6	11	3
67	3	0	0	3	6	1
68	2	0	0	2	2	1
69	1	0	0	1	1	0
70	0	0	0	0	0	0
71	0	0	0	0	0	0
72	0	0	0	0	0	0
73	0	0	0	0	0	0
74	0	0	0	0	0	0
75	0	0	0	0	0	0
76	0	0	0	0	0	0
77	0	0	0	0	0	0
78	0	0	0	0	0	0
79	0	0	0	0	0	0
80	0	0	0	0	0	0
81	0	0	0	0	0	0
82	0	0	0	0	0	0
83	0	0	0	0	0	0
84	0	0	0	0	0	0
85	0	0	0	0	0	0
86	0	0	0	0	0	0
87	0	0	0	0	0	0
88	0	0	0	0	0	0
89	0	0	0	0	0	0
90	0	0	0	0	0	0
91	0	0	0	0	0	0
92	0	0	0	0	0	0
93	0	0	0	0	0	0
94	0	0	0	0	0	0
95	0	0	0	0	0	0
96	0	0	0	0	0	0
97	0	0	0	0	0	0
98	0	0	0	0	0	0
99	0	0	0	0	0	0
100	0	0	0	0	0	0

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Development
Projection of Benefit Payments Beginning January 1, 2015

Year	Payroll for Current Employees	Employee Contributions Current Emps.	Employer Contributions Millage	Employer Contributions Other	Employer Contributions Prem Tax	Employer Contributions Add Alloc	Total Contributions
1	0	0	525,000	0	182,500	49,000	756,500
2	0	0	530,250	0	181,199	48,651	760,099
3	0	0	535,553	0	179,783	48,271	763,606
4	0	0	540,908	0	178,249	47,859	767,016
5	0	0	546,317	0	176,593	47,414	770,324
6	0	0	551,780	0	174,809	46,935	773,524
7	0	0	557,298	0	172,893	46,421	776,612
8	0	0	562,871	0	170,839	45,869	779,580
9	0	0	568,500	0	168,644	45,280	782,423
10	0	0	574,185	0	176,748	47,456	798,388
11	0	0	579,927	0	168,892	45,346	794,165
12	0	0	585,726	0	160,950	43,214	789,890
13	0	0	591,583	0	152,945	41,065	785,592
14	0	0	597,499	0	144,900	38,905	781,304
15	0	0	603,474	0	136,842	36,741	777,057
16	0	0	609,509	0	128,800	34,582	772,891
17	0	0	615,604	0	120,805	32,435	768,844
18	0	0	621,760	0	112,886	30,309	764,955
19	0	0	627,977	0	105,077	28,213	761,267
20	0	0	634,257	0	97,409	26,154	757,820
21	0	0	640,600	0	89,913	24,141	754,654
22	0	0	647,006	0	82,619	22,183	751,808
23	0	0	653,476	0	75,554	20,286	749,315
24	0	0	660,011	0	68,743	18,457	747,211
25	0	0	666,611	0	62,211	16,703	745,525
26	0	0	673,277	0	55,979	15,030	744,286
27	0	0	680,010	0	50,065	13,442	743,517
28	0	0	686,810	0	44,488	11,945	743,242
29	0	0	693,678	0	39,260	10,541	743,479
30	0	0	700,615	0	34,393	9,234	744,242
31	0	0	707,621	0	29,894	8,026	745,541
32	0	0	714,697	0	25,768	6,919	747,384
33	0	0	721,844	0	22,016	5,911	749,771
34	0	0	729,062	0	18,634	5,003	752,699
35	0	0	736,353	0	15,617	4,193	756,163
36	0	0	743,716	0	12,955	3,478	760,150
37	0	0	751,154	0	10,634	2,855	764,643
38	0	0	758,665	0	8,635	2,318	769,618
39	0	0	766,252	0	6,934	1,862	775,048
40	0	0	773,914	0	5,507	1,479	780,900
41	0	0	781,653	0	4,326	1,162	787,141
42	0	0	789,470	0	3,361	902	793,733
43	0	0	797,365	0	2,582	693	800,641
44	0	0	805,338	0	1,964	527	807,830
45	0	0	813,392	0	1,478	397	815,267
46	0	0	821,526	0	1,101	296	822,923
47	0	0	829,741	0	812	218	830,771
48	0	0	838,038	0	593	159	838,790
49	0	0	846,419	0	428	115	846,962
50	0	0	854,883	0	305	82	855,270

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Development
Projection of Benefit Payments Beginning January 1, 2015

Year	Payroll for Current Employees	Employee Contributions Current Emps.	Employer Contributions Millage	Employer Contributions Other	Employer Contributions Prem Tax	Employer Contributions Add Alloc	Total Contributions
51	0	0	863,432	0	215	58	863,705
52	0	0	872,066	0	149	40	872,255
53	0	0	880,787	0	102	27	880,916
54	0	0	889,595	0	69	18	889,682
55	0	0	898,490	0	45	12	898,548
56	0	0	907,475	0	30	8	907,513
57	0	0	916,550	0	19	5	916,574
58	0	0	925,716	0	12	3	925,731
59	0	0	934,973	0	7	2	934,982
60	0	0	944,323	0	4	1	944,328
61	0	0	953,766	0	3	1	953,769
62	0	0	963,303	0	2	0	963,305
63	0	0	972,936	0	1	0	972,938
64	0	0	982,666	0	1	0	982,666
65	0	0	992,492	0	0	0	992,493
66	0	0	1,002,417	0	0	0	1,002,418
67	0	0	1,012,442	0	0	0	1,012,442
68	0	0	1,022,566	0	0	0	1,022,566
69	0	0	1,032,792	0	0	0	1,032,792
70	0	0	1,043,120	0	0	0	1,043,120
71	0	0	1,053,551	0	0	0	1,053,551
72	0	0	1,064,086	0	0	0	1,064,086
73	0	0	1,074,727	0	0	0	1,074,727
74	0	0	1,085,474	0	0	0	1,085,474
75	0	0	1,096,329	0	0	0	1,096,329
76	0	0	1,107,292	0	0	0	1,107,292
77	0	0	1,118,365	0	0	0	1,118,365
78	0	0	1,129,549	0	0	0	1,129,549
79	0	0	1,140,845	0	0	0	1,140,845
80	0	0	1,152,253	0	0	0	1,152,253
81	0	0	1,163,775	0	0	0	1,163,775
82	0	0	1,175,413	0	0	0	1,175,413
83	0	0	1,187,167	0	0	0	1,187,167
84	0	0	1,199,039	0	0	0	1,199,039
85	0	0	1,211,029	0	0	0	1,211,029
86	0	0	1,223,140	0	0	0	1,223,140
87	0	0	1,235,371	0	0	0	1,235,371
88	0	0	1,247,725	0	0	0	1,247,725
89	0	0	1,260,202	0	0	0	1,260,202
90	0	0	1,272,804	0	0	0	1,272,804
91	0	0	1,285,532	0	0	0	1,285,532
92	0	0	1,298,387	0	0	0	1,298,387
93	0	0	1,311,371	0	0	0	1,311,371
94	0	0	1,324,485	0	0	0	1,324,485
95	0	0	1,337,730	0	0	0	1,337,730
96	0	0	1,351,107	0	0	0	1,351,107
97	0	0	1,364,618	0	0	0	1,364,618
98	0	0	1,378,264	0	0	0	1,378,264
99	0	0	1,392,047	0	0	0	1,392,047
100	0	0	1,405,968	0	0	0	1,405,968

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Development
Projection of Benefit Payments Beginning January 1, 2015

Year	Beginning Plan Net Position	Projected Total Contributions	Projected Benefit Payments	Projected Admin Expenses	Projected Investment Earnings 5.00%	Projected Ending Plan Net Position
1	4,377,557	756,500	1,343,422	0	204,205	3,994,840
2	3,994,840	760,099	1,335,052	0	185,368	3,605,256
3	3,605,256	763,606	1,325,172	0	166,224	3,209,914
4	3,209,914	767,016	1,313,820	0	146,826	2,809,936
5	2,809,936	770,324	1,301,050	0	127,229	2,406,439
6	2,406,439	773,524	1,286,874	0	107,488	2,000,578
7	2,000,578	776,612	1,271,232	0	87,663	1,593,620
8	1,593,620	779,580	1,254,038	0	67,820	1,186,982
9	1,186,982	782,423	1,235,235	0	48,029	0
10	0	798,388	1,214,725	0	-10,408	0
11	0	794,165	1,192,387	0	-9,956	0
12	0	789,890	1,168,123	0	-9,456	0
13	0	785,592	1,141,852	0	-8,906	0
14	0	781,304	1,113,545	0	-8,306	0
15	0	777,057	1,083,087	0	-7,651	0
16	0	772,891	1,050,438	0	-6,939	0
17	0	768,844	1,015,723	0	-6,172	0
18	0	764,955	978,968	0	-5,350	0
19	0	761,267	940,281	0	-4,475	0
20	0	757,820	899,867	0	-3,551	0
21	0	754,654	857,923	0	-2,582	0
22	0	751,808	814,728	0	-1,573	0
23	0	749,315	770,492	0	-529	0
24	0	747,211	725,426	0	545	0
25	0	745,525	679,845	0	1,642	0
26	0	744,286	633,971	0	2,758	0
27	0	743,517	588,015	0	3,888	0
28	0	743,242	542,261	0	5,025	0
29	0	743,479	497,010	0	6,162	0
30	0	744,242	452,514	0	7,293	0
31	0	745,541	409,017	0	8,413	0
32	0	747,384	366,807	0	9,514	0
33	0	749,771	326,183	0	10,590	0
34	0	752,699	287,340	0	11,634	0
35	0	756,163	250,498	0	12,642	0
36	0	760,150	216,016	0	13,603	0
37	0	764,643	184,200	0	14,511	0
38	0	769,618	155,170	0	15,361	0
39	0	775,048	129,051	0	16,150	0
40	0	780,900	106,001	0	16,872	0
41	0	787,141	85,988	0	17,529	0
42	0	793,733	68,850	0	18,122	0
43	0	800,641	54,406	0	18,656	0
44	0	807,830	42,480	0	19,134	0
45	0	815,267	32,806	0	19,562	0
46	0	822,923	25,052	0	19,947	0
47	0	830,771	18,915	0	20,296	0
48	0	838,790	14,146	0	20,616	0
49	0	846,962	10,486	0	20,912	0
50	0	855,270	7,690	0	21,190	0

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Development
Projection of Benefit Payments Beginning January 1, 2015

Year	Beginning Plan Net Position	Projected Total Contributions	Projected Benefit Payments	Projected Admin Expenses	Projected Investment Earnings 5.00%	Projected Ending Plan Net Position
51	0	863,705	5,569	0	21,453	0
52	0	872,255	3,980	0	21,707	0
53	0	880,916	2,803	0	21,953	0
54	0	889,682	1,941	0	22,194	0
55	0	898,548	1,321	0	22,431	0
56	0	907,513	882	0	22,666	0
57	0	916,574	578	0	22,900	0
58	0	925,731	372	0	23,134	0
59	0	934,982	235	0	23,369	0
60	0	944,328	146	0	23,605	0
61	0	953,769	89	0	23,842	0
62	0	963,305	54	0	24,081	0
63	0	972,938	32	0	24,323	0
64	0	982,666	19	0	24,566	0
65	0	992,493	11	0	24,812	0
66	0	1,002,418	6	0	25,060	0
67	0	1,012,442	3	0	25,311	0
68	0	1,022,566	2	0	25,564	0
69	0	1,032,792	1	0	25,820	0
70	0	1,043,120	0	0	26,078	0
71	0	1,053,551	0	0	26,339	0
72	0	1,064,086	0	0	26,602	0
73	0	1,074,727	0	0	26,868	0
74	0	1,085,474	0	0	27,137	0
75	0	1,096,329	0	0	27,408	0
76	0	1,107,292	0	0	27,682	0
77	0	1,118,365	0	0	27,959	0
78	0	1,129,549	0	0	28,239	0
79	0	1,140,845	0	0	28,521	0
80	0	1,152,253	0	0	28,806	0
81	0	1,163,775	0	0	29,094	0
82	0	1,175,413	0	0	29,385	0
83	0	1,187,167	0	0	29,679	0
84	0	1,199,039	0	0	29,976	0
85	0	1,211,029	0	0	30,276	0
86	0	1,223,140	0	0	30,578	0
87	0	1,235,371	0	0	30,884	0
88	0	1,247,725	0	0	31,193	0
89	0	1,260,202	0	0	31,505	0
90	0	1,272,804	0	0	31,820	0
91	0	1,285,532	0	0	32,138	0
92	0	1,298,387	0	0	32,460	0
93	0	1,311,371	0	0	32,784	0
94	0	1,324,485	0	0	33,112	0
95	0	1,337,730	0	0	33,443	0
96	0	1,351,107	0	0	33,778	0
97	0	1,364,618	0	0	34,115	0
98	0	1,378,264	0	0	34,457	0
99	0	1,392,047	0	0	34,801	0
100	0	1,405,968	0	0	35,149	0

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Development
Projection of Benefit Payments Beginning January 1, 2015

Year	Beginning Plan Net Position	Projected Benefit Payments	Funded Portion of Payments	Unfunded Portion of Payments	Present Value	Present Value	Present Value
					Funded Portion of Payments	Unfunded Portion of Payments	Projected Payments at Single Disc. Rate
1	4,377,557	1,343,422	1,343,422	0	1,316,387	0	1,319,416
2	3,994,840	1,335,052	1,335,052	0	1,245,891	0	1,255,665
3	3,605,256	1,325,172	1,325,172	0	1,177,781	0	1,193,587
4	3,209,914	1,313,820	1,313,820	0	1,112,088	0	1,133,245
5	2,809,936	1,301,050	1,301,050	0	1,048,836	0	1,074,702
6	2,406,439	1,286,874	1,286,874	0	988,008	0	1,017,974
7	2,000,578	1,271,232	1,271,232	0	929,523	0	963,012
8	1,593,620	1,254,038	1,254,038	0	873,286	0	909,754
9	1,186,982	1,235,235	1,186,982	48,253	787,228	33,883	858,161
10	0	1,214,725	0	1,214,725	0	817,886	808,172
11	0	1,192,387	0	1,192,387	0	769,821	759,713
12	0	1,168,123	0	1,168,123	0	723,133	712,733
13	0	1,141,852	0	1,141,852	0	677,792	667,197
14	0	1,113,545	0	1,113,545	0	633,800	623,102
15	0	1,083,087	0	1,083,087	0	591,106	580,391
16	0	1,050,438	0	1,050,438	0	549,705	539,056
17	0	1,015,723	0	1,015,723	0	509,673	499,166
18	0	978,968	0	978,968	0	471,023	460,728
19	0	940,281	0	940,281	0	433,799	423,779
20	0	899,867	0	899,867	0	398,077	388,389
21	0	857,923	0	857,923	0	363,910	354,604
22	0	814,728	0	814,728	0	331,372	322,488
23	0	770,492	0	770,492	0	300,489	292,062
24	0	725,426	0	725,426	0	271,276	263,334
25	0	679,845	0	679,845	0	243,772	236,336
26	0	633,971	0	633,971	0	217,972	211,055
27	0	588,015	0	588,015	0	193,856	187,465
28	0	542,261	0	542,261	0	171,417	165,557
29	0	497,010	0	497,010	0	150,650	145,315
30	0	452,514	0	452,514	0	131,520	126,702
31	0	409,017	0	409,017	0	113,988	109,673
32	0	366,807	0	366,807	0	98,020	94,189
33	0	326,183	0	326,183	0	83,579	80,211
34	0	287,340	0	287,340	0	70,597	67,666
35	0	250,498	0	250,498	0	59,014	56,492
36	0	216,016	0	216,016	0	48,797	46,652
37	0	184,200	0	184,200	0	39,898	38,097
38	0	155,170	0	155,170	0	32,228	30,733
39	0	129,051	0	129,051	0	25,700	24,478
40	0	106,001	0	106,001	0	20,242	19,254
41	0	85,988	0	85,988	0	15,745	14,958
42	0	68,850	0	68,850	0	12,088	11,469
43	0	54,406	0	54,406	0	9,159	8,679
44	0	42,480	0	42,480	0	6,857	6,490
45	0	32,806	0	32,806	0	5,078	4,800
46	0	25,052	0	25,052	0	3,718	3,510
47	0	18,915	0	18,915	0	2,692	2,538
48	0	14,146	0	14,146	0	1,930	1,818
49	0	10,486	0	10,486	0	1,372	1,290
50	0	7,690	0	7,690	0	965	906

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Development
Projection of Benefit Payments Beginning January 1, 2015

Year	Beginning Plan Net Position	Projected Benefit Payments	Funded Portion of Payments	Unfunded Portion of Payments	Present Value Funded Portion of Payments	Present Value Unfunded Portion of Payments	Present Value Projected Payments at Single Disc. Rate
51	0	5,569	0	5,569	0	670	628
52	0	3,980	0	3,980	0	459	430
53	0	2,803	0	2,803	0	310	290
54	0	1,941	0	1,941	0	206	192
55	0	1,321	0	1,321	0	134	125
56	0	882	0	882	0	86	80
57	0	578	0	578	0	54	50
58	0	372	0	372	0	33	31
59	0	235	0	235	0	20	19
60	0	146	0	146	0	12	11
61	0	89	0	89	0	7	7
62	0	54	0	54	0	4	4
63	0	32	0	32	0	2	2
64	0	19	0	19	0	1	1
65	0	11	0	11	0	1	1
66	0	6	0	6	0	0	0
67	0	3	0	3	0	0	0
68	0	2	0	2	0	0	0
69	0	1	0	1	0	0	0
70	0	0	0	0	0	0	0
71	0	0	0	0	0	0	0
72	0	0	0	0	0	0	0
73	0	0	0	0	0	0	0
74	0	0	0	0	0	0	0
75	0	0	0	0	0	0	0
76	0	0	0	0	0	0	0
77	0	0	0	0	0	0	0
78	0	0	0	0	0	0	0
79	0	0	0	0	0	0	0
80	0	0	0	0	0	0	0
81	0	0	0	0	0	0	0
82	0	0	0	0	0	0	0
83	0	0	0	0	0	0	0
84	0	0	0	0	0	0	0
85	0	0	0	0	0	0	0
86	0	0	0	0	0	0	0
87	0	0	0	0	0	0	0
88	0	0	0	0	0	0	0
89	0	0	0	0	0	0	0
90	0	0	0	0	0	0	0
91	0	0	0	0	0	0	0
92	0	0	0	0	0	0	0
93	0	0	0	0	0	0	0
94	0	0	0	0	0	0	0
95	0	0	0	0	0	0	0
96	0	0	0	0	0	0	0
97	0	0	0	0	0	0	0
98	0	0	0	0	0	0	0
99	0	0	0	0	0	0	0
100	0	0	0	0	0	0	0
					9,479,029	9,639,597	19,118,634
						19,118,626	



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff
Paul Becker, Finance Director

FROM: Kit Williams, City Attorney

DATE: September 29, 2015

RE: Questionable legality of the City Council agreeing to assume local
police and firemen's pension debts

In reviewing the Fayetteville Firefighters Pension Fund Special Report I received late yesterday afternoon, I noted one very important assumption which I believe is legally incorrect. On Exhibit 1, page 1 under No Changes the report states:

"No Changes. The Pension Fund could continue on the same path that they are currently pursuing. The base benefit projection shows that the Pension Fund would deplete assets in 2020. If you assume the city would then be responsible for the benefit payments, then the additional contributions needed would be benefit payments in excess of millage and premium tax." (emphasis added).

Under one of the **Negative** consequences, the Actuary for the Arkansas Fire and Pension Review Board (PRB) states:

"Negative. If the Fund did deplete its assets, **the City is assumed to be responsible for picking up the benefit payments.** This would be difficult for the City and would be a public relations problem." (emphasis added).

These highly questionable "assumptions" by the State Pension Relief Board are absolutely critical to your decision whether or not to consolidate the local closed pension plans with the State LOPFI retirement plan (which covers most current fire and police officers). I believe those PRB assumptions are wrong and are made without any reference to any supporting state statute that could require Fayetteville's taxpayers to pay the debts of the independent Fayetteville Police or Firefighters Pension and Relief Board and pension funds.

I believe and have opined for nine years that "the City of Fayetteville, itself, is **NOT** responsible to make pension payments if the pension fund goes broke. The Pension Board administers the Pension Fund and is responsible to make certain it remains healthy." City Attorney memo to Police Pension Board of Trustees of October 4, 2006. I warned the Fayetteville Firefighters Pension and Relief Board in my memo of April 28, 2008 that bankruptcy of the pension plan was coming. The result of such a bankruptcy would be that "(a)ll pension benefits will then be drastically reduced placing your pensioners in dire financial straits. Benefits must be reduced to sustainable levels very soon to avoid this train wreck scenario."

The Fayetteville Firemen's Pension and Relief Board is independent of the Fayetteville City Council and composed of four retired firefighters (all beneficiaries) and the Mayor as Chair and the City Clerk as Secretary. "The board thus created shall provide for the disbursement of the firemen's relief and pension fund and shall designate its beneficiaries as directed in the act." A.C.A. § 24-11-801 (b).

The Fayetteville Firemen's Pension and Relief Board is statutorily granted many powers including dispensing money from the fund by majority vote (A.C.A. § 24-11-802); making procedure rules {A.C.A. § 24-11-801 (e)}; compelling witnesses to attest and testify {A.C.A. § 24-11-803 (a)(1)(A)}; administering oaths {A.C.A. § 24-11-803 (a)(1)(B)}; disbursing

revenue from the pension fund {A.C.A. § 24-11-803 (b)}; hiring and paying trust administrators (A.C.A. § 24-9-204); and financial advisors.

I found out how independent the Fayetteville Police and Firemen's Pension and Relief Boards were during my last years as an Alderman. Even though the City had not levied any discretionary millage at that time, our local Pension Boards had been sued along with the School District and County for failing to "roll back" their millage in violation of Amendment 59 (now Article 16 § 14 of the *Arkansas Constitution*) when the property valuation had escalated over 10% from the previous year. I felt the proffered defense by the School Board, County and Pension Boards was too weak and that we should accept the reduced settlement offered by the taxpayers' attorney.

So I drafted a Resolution to do so and offered it at the Agenda Session. I was then properly informed that the Pension Boards were independent of the City and City Council and made their own legal decisions so my proposed Resolution could not be considered. I understood and withdrew my request. A couple years later my predecessor then representing the Pension Boards agreed to the final settlement of the Amendment 56 taxpayer suit and I presented his documents for approval of the Pension Boards. These agreements rolled back the millage from .5 to .4 for both Pension Funds and paid the taxpayers' attorney fees.

Later when I believed the County Assessor had misread the Tax Incremental Funding statute and constitutional amendment and misallocated the property tax increment necessary to pay off the TIF bonds, I brought a Declaratory Judgment Action and sued all entities receiving property tax millage including the Fayetteville Police and Firemen's Pension and Relief Boards as separate defendants. These Boards obtained their own lawyer, argued their side of the case and received relief in the final Judgment which resolved that case.

This Declaratory Judgment suit was decided initially at the Circuit Court level, but was modified in the City's, Library's and Pension Boards' favor following appeal to the Arkansas Supreme Court. Thus, **it is crystal**

clear that both the Fayetteville Firemen's Pension and Relief Board and the Fayetteville Police Pension and Relief Board are legally separate and independent governmental entities from the City of Fayetteville.

So why is it so important that the Fayetteville Police and Firemen's Pension Plans are independent, separate governmental entities? I will get to that in a minute when I discuss the most important and costly lawsuit ever filed against Fayetteville. But now, let's look at the state statutes governing Local Firemen's and Police Pension and Relief Boards about what happens if a pension fund runs out of money.

The statutes governing both the local Firemen's and local Police Pension Funds are clear about what happens if the Pension Fund becomes exhausted. Please note that these statutes DO NOT say the city's taxpayers are on the hook to pay anything more than the continuing millage.

"(b) Should the fund provided for in this subchapter be insufficient to make full payment of the amount of pensions to all persons entitled thereto, then the fund shall be prorated among those entitled by the proper authorities as may be deemed just and equitable.

• • •

(d) For the purpose of determining how to prorate benefits, the proration shall be considered just and equitable if:

(1) The board pays the full minimum benefit each month to all eligible beneficiaries until assets in the fund are depleted for the fiscal year, at which time all payments shall cease until revenues are received for the next fiscal year; or

(2) The board decreases all payments to all eligible beneficiaries by an equal proportion for the fiscal year and does not allow the assets in the fund to become fully depleted." A.C.A. § 24-11-807 (b) and (d)(1)(2). **Minimum payments generally-Proration upon insufficiency of fund.**

The local Police Pension and Relief Board is also directed to prorate the benefits if the pension fund becomes depleted and insufficient to pay the full amount of benefits.

“If at any time there should not be sufficient money in the fund to pay each person a full amount to which he or she may be entitled, the beneficiaries shall be paid by prorating the fund available among them.” A.C.A. § 24-11-416. **Proration where fund insufficient.**

In neither of these statutes that describe what is to be done upon bankruptcy of the pension funds are the City or city taxpayers even mentioned. Under current state law, it appears clear that debts or lack of solvency of the local pension funds is **NOT** a Fayetteville debt, but solely the responsibility of the pension boards.

The Arkansas Fire and Pension Review Board and probably some of the local Firemen's and Police Pension and Relief Board members are asking the City Council to assume liability for the millions of dollars of shortfall in these pension funds caused when the original retirement benefits were raised by the boards from 50% of ending salary to 90% of ending salary plus surviving spousal and other benefits. Not only would the millions of dollars eventually needed take money away from current employee needs, citizen services and capital improvements, but I am afraid such a decision might be an illegal exaction as violative of the *Arkansas Constitution*.

The City learned a hard and very expensive lesson when we were sued by our sanitation rate payers over the City's illegal attempt to pay off the failed incinerator bond issue. I studied this debacle which cost our citizens several million dollars in attorneys' fees when it occurred and vowed to myself to try to prevent its reoccurrence during my service as Fayetteville City Attorney.

The facts of the Incinerator Case and the current proposal to assume and pay the unfunded pension liabilities of our local, closed pension plans are dangerously similar. The City of Fayetteville played a large part both

in the creation of the Northwest Recovery Authority and the Fayetteville Firemen's and Police Pension and Relief Boards. The seven Directors of the Fayetteville Board all also occupied seven of the nine board positions on the Northwest Resource Recovery Authority. The Mayor and City Clerk are a minority on both our local pension boards while the Fayetteville Board of Directors had a super majority on the Resource Recovery Authority.

The Northwest Arkansas Resource Recovery Authority issued about \$16-17 million of bonds to build and install the proposed incinerator. The two local pension boards have a combined actuarial deficit of about that much. The Fayetteville Board of Directors during a quick December 31st meeting approved a contract required by the insurance company insuring the Recovery Authority bonds.

"The changes mandated by the insurance company would require the City of Fayetteville to unconditionally guarantee to collect sanitation fees from its citizens and then to pay over from its sanitation fund a sufficient amount of funds to pay all of the Authority's obligations on the fixed rate bonds The guarantee would be absolute and require that tipping fees be collected and paid over to the Authority from sanitation funds without setoff, abatement, credit, or other reduction so long as the bonds remained unredeemed. Under the mandated changes, the City of Fayetteville could not terminate the agreement even if the Authority were in complete default . . ."

Barnhart v. City of Fayetteville, Ark., 321 Ark. 197, 202, 900 S.W. 2d 539, 541 (1995).

The Fayetteville City Attorney at that time had recommended quick approval of this (unconstitutional) contract that was the basis of the illegal exaction as determined by the Arkansas Supreme Court.

"The city attorney for Fayetteville certified to the insurance company that the amendments had been made, were enforceable, and that Fayetteville was obligated to pay not only its own tipping fees but those of West Fork and Washington

County as well, regardless of whether the project was completed or functional and regardless of whether the Authority provided alternative facilities." *Id.*

I will NOT recommend to you to enter into an agreement with the Arkansas Fire and Pension Review Board that could obligate our taxpayers to pay millions of dollars for pension obligations that are currently not our taxpayers' responsibility beyond their .8 mills of property tax paid each year.

The Arkansas Supreme Court determined that the "Authority is a separate governmental entity," even though its Board was clearly controlled by the seven members of the Fayetteville Board of Directors. 321 Ark. at 203, 900 S.W. 2d at 542. Both local pension boards are also separate governmental entities which have a small minority of elected city government members who obviously cannot control these boards. These boards are clearly controlled by the super majorities of retired members/beneficiaries. Thus, these pension boards are even more separate and independent from the City than the Resource Recovery Authority which was dominated by Fayetteville Board Members.

"Even though the City of Fayetteville had no obligation to pay the bonds, it assumed the debt of the Authority, a separate governmental entity, and levied a charge against the residences to pay the Authority's debt. The City was without authority to levy a fee that was to pay the long-term debt of the Authority. Thus, the Ordinance imposing the charge was unlawful."

The Arkansas Supreme Court further stated: "We have long held that a city is not authorized to pay or assume the obligation of a separate governmental entity" *Id.*

The principal holdings of the Incinerator Case was that the City of Fayetteville was constitutionally barred from lending its credit (by agreeing to pay) to bond debt of the Northwest Arkansas Resource Recovery. Unfortunately, the PRB is asking we agree to pay the millions of dollars of

shortfall in the local pension funds which is not our legal responsibility. That I believe would also be unconstitutional.

“(i)t is undisputed that under the terms of the Waste Disposal Agreement, Fayetteville was unconditionally required to pay all of the debt of the Authority, including debt incurred as a result of default by the City of West Fork or Washington County, even if Fayetteville received no services from the Authority. This was in violation of Article 16, section 1, which provides that no municipality shall ever lend its credit for any purpose whatsoever.” *Id.* at 206, 900 S.W. 2d at 543.

I also could find no statutory authority to assign local firemen’s or police pension funds to the Arkansas Local Police and Fire Retirement System except for “small funds” “that cover fewer than five (5) members.” A.C.A. §24-11-406 (a) {for police} and A.C.A. § 24-11-804 (a) {for firefighters}. Both our local pension funds contain many times that number of members so that neither of the above statutes would appear to be applicable to those pension funds nor provide authority to shift the administration responsibility to the Arkansas Local Police and Firemen’s Retirement System (LOPFI).

Therefore, I believe trying to assume the millions of dollars of actuarial debt of the pension plans is not only likely unconstitutional, but may not even be authorized in state statutes. Accordingly, I recommend that the City Council not attempt to transfer the administration of the local pension funds to LOPFI nor assume any of the millions of dollars of likely debt of these funds.



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Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff
Paul Becker, Finance Director

FROM: Kit Williams, City Attorney

DATE: October 1, 2015

RE: Further information for proposed consolidation of the closed Fayetteville Firefighters Pension and Relief Fund with the state retirement plan (LOPFI)

ACTUARIAL REPORT FROM LOPFI

The Actuary which spoke to you during the Special City Council Meeting does not work for LOPFI, but only for the old closed pension plan administrator which is the Arkansas Police and Fire Pension Review Board. The actuaries for LOPFI who will make the final decisions on how much our taxpayers must pay if we transfer administration and control of the pension plan to LOPFI provided the City a report concerning possible transfer of administration or consolidation of the Local Fire Pension Plan with LOPFI. There are three important comments stated by LOPFI's actuaries in their 25-year Amortization, 0% COLA, Actuarial Statement (copy attached):

"Comment B - The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation

will determine the calendar year 2017 employer rate. **The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return and mortality experience.**

Comment C - As noted earlier, these calculations are based on future events that may or may not materialize. **Readers of this report may have an expectation that the contribution shown above will be paid for 25 years and the employer will be relieved of all liability at that time. This is not the case.** As long as benefits are payable there is a possibility that employers contributions will be needed.

Comment D - The reader should note that the cash flow projection on page 10 shows the group **running out of money and therefore borrowing from LOPFI for a number of years. The financial reporting for this group will be affected significantly as a result.**" (emphasis added; Comment C said "15" years when the actuaries had to mean 25 years).

Thus our taxpayers could be forced to continue paying this debt even beyond the 25 year amortization period. Additionally the amount of taxpayer payments are likely to be increased by LOPFI as early as January 1, 2017 and must then be paid by our taxpayers. Another important statement from the LOPFI Actuarial Report discusses the costs to the City's taxpayers beginning in January of 2017.

"The reported market value of assets, \$4,377,577, for the Local Fund, as of December 31, 2014 was used in computing the employer contribution rates The actual amount transferred to LOPFI will depend on the market value of Local Fund assets when they are actually liquidated and may differ substantially from the value as of December 31, 2014. **This will likely impact the actual rate computed in the next valuation of the combined plans.**" (emphasis added).

Instead of the pension fund earning an annual return of 8% as the Arkansas Police and Fire Pension Review Board predicts, since December 31, 2014 the stock market has suffered substantial declines. The latest Market Value of Total Reserve Assets of the Local Fire Pension Plan shows the amount no longer is more than \$4,375,000 but is **substantially below \$4 million** (copy of Accounting's 8/31/15 Fire Pension Fund Reserve Expense Summary attached) which would mean that the amount required to be paid by the City in 2017 would have to be significantly increased.

If the City Council forces our taxpayers to assume about \$10 million of unfunded actuarial accrued liabilities of the local Fire Pension Board by transferring this fund to LOPFI, such action could be in violation of Article 16 § 1 of the *Arkansas Constitution*: "Neither the State nor any city, county, town or other municipality in this State shall ever lend its credit for any purpose whatever . . ." This is what happened when Fayetteville City Board of Directors agreed to pay the bond debt of the Northwest Resource Recovery Authority.

"(I)t is undisputed that under the terms of the Waste Disposal Agreement, Fayetteville was unconditionally required to pay all of the debt of the Authority This was in violation of Article 16, section 1, which provides that no municipality shall ever lend its credit for any purpose whatsoever." *Barnhart v. City of Fayetteville*, 321 Ark. 197, 206, 900 S.W. 2d 539, 543 (1995).

I and every other elected official serving Fayetteville took our Constitutionally mandated Oath of Office to "support the Constitution of the United States and the Constitution of the State of Arkansas and that I will faithfully discharge the duties of the Office of _____, upon which I am about to enter." Article 19, § 20 Oath of Office, *Arkansas Constitution*.

Without a necessary benefit reduction closer to the initially statutorily mandated 50% of ending pay, it appears almost certain that our taxpayers will eventually have to pay for the increased benefits the fire pensioners gave themselves with the approval of the State Pension Review Board. Like the payments to pay off the Resource Recovery Authority's bonds, these future general fund payments could be unconstitutional.

To fulfill my duties pursuant to my Oath of Office, I must caution every member of this City Council that agreeing to the proposed transfer/consolidate agreement proposed by the Arkansas Police and Fire Pension Review Board could be in violation of Article 16, § 1 of the *Arkansas Constitution*.

In the second case which cost Fayetteville taxpayers millions of dollars to pay plaintiffs' attorney fees, the Fayetteville Board of Directors decided to do the "right thing" by proposing a sales tax to help the Fayetteville Public Schools with a \$10 million project even though the Arkansas Attorney General had twice specifically warned them not to proceed.

"(T)he Attorney General responded that Arkansas statutes 'prohibit the City from contributing local sales tax revenue to the schools' In April of 1988, The Attorney General again informed the City that it could not contribute a part of local sales tax revenue to the local school district." *Hasha v. City of Fayetteville*, 311 Ark. 460, 845 S.W. 2d 500, 502 (1993).

I am sure members of the Fayetteville Board of Directors in 1988 disregarded these legal warnings because they felt some moral obligation to help our school children after the voters had recently rejected a substantial school millage increase. Even if warned otherwise, isn't it the "right" thing to do to help our school kids? But instead of helping the Fayetteville School District (which never received a dime of this \$10 Million Sales Tax Bond election), the only beneficiary was a Springdale lawyer who pocketed \$2.7 million claiming he was just trying to protect the school kids.

These two irresponsible actions by the Fayetteville Board of Directors helped inspire the citizens to force a change in the government to remove the City Manager and all Directors from office to be replaced by our current Mayor/City Council form of government. One of my unpleasant duties as an Alderman in 1993 was to follow the Arkansas Supreme Court's mandate and vote to pay this \$2.7 million dollars to the Springdale lawyer. Since I have become Fayetteville City Attorney in 2001, I have done my

best not to permit the waste of any more taxpayer money on exorbitant attorney fees by allowing similar unconstitutional actions to occur. I believe that is my legal, ethical and fiduciary duty to Fayetteville citizens. But I can only advise; the City Council makes the decisions.

CAN THE FIRE PENSION AND RELIEF BOARD REDUCE BENEFITS?

I have rendered an opinion to the Fire Pension Board that they have such legal right, but the Attorney General disagreed. To try to ensure the Pension Board had statutory power to save their pension fund from "ruin" (bankruptcy), I drafted and Representative David Whitaker sponsored a bill earlier this year that would have given the pension board that discretionary power to reduce benefits to save their pension fund. There was no requirement or mandate to use that power or to reduce benefits, but only the authority if the pensioners believed it was absolutely necessary. Peter Reagan and representative or members of the Arkansas Police and Fire Pension Review Board argued that they should not have this discretionary power and were able to defeat this bill in Senate after it had passed in Joint Committee and in the House.

In response to questions about how the local Fire Pension and Relief Fund had become so actuarially unsound, I sent the attached letter to Representative Whitaker on March 17, 2015. This letter details how **the top four pension beneficiaries had "collected almost \$ 3 million since their retirements in 2005, 2006 and 2008."** The pension benefits were simply increased too high by the local Fire Pension and Relief Board with the approval of the PRB to be viable. The local Fire Pension and Relief Board have known for years that it could appeal to Fayetteville voters to increase the millage supporting the pension plan, but no effort was ever attempted.

MAY FIRE PENSIONERS NEVER RECEIVE SOCIAL SECURITY BENEFITS?

The local pension plans require only 20 years of service to become fully vested and entitled to 90% plus of final pay. These pension benefits do not start at 65 or 67 like military or full Social Security benefits, but

begin immediately upon retirement which could often mean that a firefighter could retire and start receiving his pension in his 40's.

Mr. Reagan is correct that Fayetteville retired fire fighters did not pay any of their city salary to Social Security and thus did not earn Social Security benefits from their firefighting jobs at the City. However, many firefighters (who work one day on and then two days off) work a second job that would be covered by Social Security. I would also surmise that many firefighters who retired in their 40's or early 50's did obtain a second job which would also be covered by Social Security and maybe other retirement plans. Therefore, despite Mr. Reagan's implications, I find it unlikely that most pensioners have no Social Security benefits (if they have reached Social Security retirement age) or other retirement benefits in addition to their pension benefits.

**ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014**

**25-YEAR AMORTIZATION, 0% COLA
ACTUARIAL STATEMENT**

Proposed Provisions:

No post-retirement benefit increases for Local Plan members with unfunded liabilities amortized over a 25-year closed period.

Actuarial Information:

The following shows the computed employer contribution rate applicable to Local Plan unfunded liabilities:

Contributions for	FY 2015 & 2016 Computed Employer Contributions as Percent of Payroll Local Plan Only
Normal Cost	0.00%
Unfunded Accrued Liabilities	<u>8.87</u>
Total	8.87%

Comment A — The computed employer contribution for LOPFI only for calendar years 2015 and 2016 is 24.50% of active member payroll. The combined annual employer contribution, if the Local Plan comes under LOPFI administration, would be 33.37% for calendar years 2015 and 2016.

Comment B — The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation will determine the calendar year 2017 employer rate. The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return and mortality experience.

Comment C — As noted earlier, these calculations are based on future events that may or may not materialize. Readers of this report may have an expectation that the contribution shown above will be paid for 15 years and the employer will be relieved of all liability at that time. That is not the case. As long as benefits are payable there is a possibility that employer contributions will be needed.

Comment D — The reader should note that the cash flow projection on page 10 shows the group running out of money and therefore borrowing from LOPFI for a number of years. The financial reporting for this group will be affected significantly as a result.

Fire Pension Fund Revenue Expense Summary

	8/31/2015	12/31/2014	12/31/2013	12/31/2012	12/31/2011	12/31/2010	12/31/2009	12/31/2008	12/31/2007	12/31/2006
Revenues:										
Employee Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,356.43	\$ 6,987.00	\$ 11,863.00
Employer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,712.86	\$ 13,973.00	\$ 25,852.00
State Insurance Tax	\$ 221,178.00	\$ 231,280.75	\$ 220,080.96	\$ 229,129.75	\$ 131,537.45	\$ 122,964.58	\$ 125,710.67	\$ 146,031.32	\$ 150,067.00	\$ 151,560.00
Local Millage (.4 mills)	\$ 256,553.28	\$ 527,589.73	\$ 494,749.58	\$ 511,961.22	\$ 498,380.57	\$ 508,192.08	\$ 485,345.06	\$ 441,696.50	\$ 388,877.00	\$ 370,649.00
Interest and Dividends	\$ 66,934.71	\$ 132,617.08	\$ 138,740.86	\$ 162,108.46	\$ 171,812.69	\$ 177,926.35	\$ 179,204.26	\$ 265,704.47	\$ 292,444.00	\$ 311,217.00
Gain (Loss) on Sales	\$ 209,397.20	\$ 144,875.98	\$ 93,762.08	\$ 109,847.78	\$ 144,723.49	\$ 327,952.15	\$ 84,355.52	\$ (728,656.78)	\$ 421,630.00	\$ 383,393.00
Future Supplement	\$ 63,560.00	\$ 56,563.00	\$ 44,215.00	\$ 36,105.00	\$ 29,618.00	\$ 20,664.00	\$ 24,192.00	\$ 31,333.44	\$ 38,917.00	\$ 27,060.00
Misc Revenue	\$ 4.00	\$ 365.41	\$ 10.70	\$ 6.00	\$ 33.64	\$ 972.73	\$ 389.74	\$ 0.96	\$ 1,044.00	\$ 541.00
Total Revenue	\$ 817,627.19	\$ 1,093,291.95	\$ 991,559.18	\$ 1,049,158.21	\$ 976,105.84	\$ 1,158,671.89	\$ 899,197.25	\$ 160,179.19	\$ 1,313,939.00	\$ 1,282,135.00
Expenditures										
Regular Monthly Benefits	\$ 903,912.42	\$ 1,358,340.86	\$ 1,388,308.71	\$ 1,420,658.61	\$ 1,432,673.42	\$ 1,434,268.78	\$ 1,434,487.32	\$ 1,436,083.26	\$ 1,430,646.00	\$ 1,281,954.00
Future Supplement	\$ 63,280.00	\$ 56,316.00	\$ 44,215.00	\$ 35,960.00	\$ 29,618.00	\$ 20,664.00	\$ 24,192.00	\$ 31,333.44	\$ 38,766.00	\$ 26,749.00
Drop Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,973.17	\$ 43,816.86	\$ 125,419.00	\$ 238,801.00
Investment Manager Fees	\$ 15,446.50	\$ 21,988.00	\$ 22,846.00	\$ 14,968.53	\$ 61,654.29	\$ 52,757.01	\$ 53,323.12	\$ 67,758.33	\$ 76,454.00	\$ 78,764.00
Other Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48.00	\$ 42.00	\$ -	\$ 3,500.00	\$ 3,300.00
Audit Fees	\$ 3,500.00	\$ 3,500.00	\$ 3,400.00	\$ 3,600.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 2,200.00
Professional Services	\$ 1,240.00	\$ -	\$ -	\$ -	\$ -	\$ 2,900.00	\$ -	\$ -	\$ -	\$ 1,025.00
Legal Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205.00	\$ 202.00
Bank Fees	\$ 40.97	\$ 49.88	\$ 53.55	\$ 16.69	\$ 131.87	\$ 110.90	\$ 207.54	\$ 228.60	\$ 150.00	\$ 150.00
Publications and Dues	\$ -	\$ 250.00	\$ 250.00	\$ 225.00	\$ 225.00	\$ 300.00	\$ -	\$ 150.00	\$ 150.00	\$ -
Travel and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,548.88	\$ -	\$ 3,462.00
Total Expenses	\$ 987,419.89	\$ 1,440,444.74	\$ 1,459,073.26	\$ 1,475,428.83	\$ 1,527,802.58	\$ 1,514,548.69	\$ 1,518,725.15	\$ 1,585,419.37	\$ 1,675,140.00	\$ 1,636,607.00
Net Income (Loss) Before Market Adj	\$ (169,792.70)	\$ (347,152.79)	\$ (467,514.08)	\$ (426,270.62)	\$ (551,696.74)	\$ (355,876.80)	\$ (619,527.90)	\$ (1,425,240.18)	\$ (361,201.00)	\$ (354,472.00)
Market Adjustment	\$ -	\$ 101,904.76	\$ 376,760.23	\$ 93,781.27	\$ (6,698.14)	\$ 142,277.16	\$ 583,853.06	\$ (967,119.37)	\$ 3,621.71	\$ 280,562.00
Net Income (Loss)	\$ (169,792.70)	\$ (245,248.03)	\$ (90,753.85)	\$ (332,489.35)	\$ (558,394.88)	\$ (213,599.64)	\$ (35,674.84)	\$ (2,392,359.55)	\$ (357,579.29)	\$ (73,910.00)

Book Value Total Reserve Assets *	\$ 3,153,939.23	\$ 3,322,086.79	\$ 3,668,717.01	\$ 4,107,688.38	\$ 4,534,054.00	\$ 5,085,750.74	\$ 5,441,627.54	\$ 6,061,155.44	\$ 7,486,396.00	\$ 7,847,597.00
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Market Value Total Reserve Assets *	\$ 3,547,809.56	\$ 4,280,570.15	\$ 4,634,331.93	\$ 4,541,004.55	\$ 4,877,238.82	\$ 5,554,763.56	\$ 5,759,825.37	\$ 5,823,183.74	\$ 8,215,544.00	\$ 8,573,123.00
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* Assets less any liabilities

** Market Value calculated at year end

March 17, 2015

Representative David Whitaker
717 North Lewis Avenue
Fayetteville, AR 72701

Via US Mail & Email:
david.whitaker@arkansashouse.org

Re: Pension Benefits for Fayetteville Fire Pension

Dear David:

Attached are print outs of the amount of Deferred Retirement Program (DROP) checks paid out to retiring firefighters under the closed plan administered by the Fayetteville Fire Pension and Relief Board of Trustees. These 19 retirees received a total of over \$3.3 million or an average of over \$175,000.00 each on the date of retirement.

Since 2003, eleven firefighters retired under DROP with eight receiving over \$200,000.00 and the top four receiving: **\$233,000.00** (Pete Regan); **\$263,000.00** (Joey Pierce); **\$293,000.00** (Marshal Mahan) and **\$374,000.00** (Marion Doss). Since he retired about ten years ago, Pete Reagan has received about **\$650,000.00** in pension benefits. Since they retired about seven years ago, Joey Pierce has received about **\$570,000.00** in pension benefits and Marshal Mahan has received about **\$635,000.00**. Since he retired a little over nine years ago, Marion Doss has received about **\$1,050,000.00**. These four retirees have collected almost **\$3 million** since their retirements in 2005, 2006 and 2008. These major payments to later retirees have caused an unsustainable drain on the pension fund.

Representative David Whitaker
March 17, 2015
Page 2

The seven retired volunteer firefighters or their widows receive only a pittance of a monthly benefit (under \$140.00). The lowest paid regular (non-volunteer) pensioner is actually the surviving spouse of a firefighter who retired 13 years ago. She receives \$767.80 monthly or \$9,213.60 a year. There are only two other retired firefighters receiving less than \$1,000.00 per month. They both retired in 1976 (39 years ago and receive respectively \$9,674.28 and \$11,986.32 annually. There is normally a "Act 1373 Future Supplement" added as a separate payment each year to all pensioners.

If you take the **median** of the amounts paid to the 46 regular pensioners (both firefighters and surviving spouses), you find surviving spouse Sandra Jordan whose husband retired in 1995 is drawing **\$2,275.00** monthly or \$27,300.00 annually. The **average monthly** payment for these 46 pensioners is **\$2,435.00** (or \$29,217.00 annually). The pension benefits are certainly not distributed equally between the pensioners. **The top ten monthly pension benefits go from Pete Reagan's \$3,535.71 (\$42,428.00 annually) to Marion Doss's \$6,108.52 (\$73,302.00 annually).**

I have attached the Fayetteville Fire Relief and Pension reports from the City Clerk's Office which detail the figures in this letter.

With kindest regards,

COPY

KIT WILLIAMS

Fayetteville City Attorney

Encl.

cc: Mayor Jordan
Sondra Smith, City Clerk

Resolution to Assign Local Plan Administration to LOPFI

Whereas, the Board of Trustees (the Board) of the FAYETTEVILLE FIRE Pension and Relief Fund (the Local Plan), desires to assign administration of the Local Plan to the Arkansas Local Police and Fire Retirement System (LOPFI) pursuant to Act 364 of 1981, as amended; and

Whereas, such action shall not change the benefit structure unless a benefit increase is approved by the governing body of FAYETTEVILLE, Arkansas; and

Whereas, the Board received and reviewed the latest actuarial report from LOPFI, which states the initial required employer contribution rate(s); and

Whereas, LOPFI will administer the Local Plan at an annual cost not to exceed ½ of 1% of active member payroll plus 1% of average annual assets of the Local Plan; and

Whereas, the Board finds it is in the best interest of the Local Plan and its participants to have LOPFI administer the Local Plan; therefore,

BE IT RESOLVED, the Board hereby elects to assign administration of the Local Plan to LOPFI.

BE IT FURTHER RESOLVED the Board requests the CITY OF FAYETTEVILLE, a political subdivision of the State of Arkansas, to act as its agent henceforth.

BE IT FURTHER RESOLVED the Board understands any agreement to administer the Local Plan by LOPFI shall be entered into by and with the governing body of FAYETTEVILLE, Arkansas, as the Board's agent, and that such agreement shall dissolve said Board of Trustees.

CERTIFICATION

We certify this Resolution accurately states the action of said Board of Trustees. Approved this 30 day of SEPTEMBER 2015.

Chair *[Signature]*

Sec/Treasurer *[Signature]*

Member *[Signature]*

Member *[Signature]*

Member *[Signature]*

Member *[Signature]*

Member

Signed by mistake

Smith, Sondra

From: David Clark <dclark@lopfi-prb.com>
Sent: Thursday, October 01, 2015 4:02 PM
To: Smith, Sondra
Subject: RE: Firemen's Pension Consolidate with LOPFI Resolution

Sondra-

No. The signatures are only for those who approved the wording of the resolution.

David

From: Smith, Sondra [mailto:ssmith@fayetteville-ar.gov]
Sent: Thursday, October 01, 2015 4:00 PM
To: David Clark <dclark@lopfi-prb.com>
Subject: RE: Firemen's Pension Consolidate with LOPFI Resolution

Do they sign the resolution if they voted against it?

Sondra

Office of the City Clerk Treasurer
Sondra E. Smith CAMC, CMC
City Clerk Treasurer
113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
(479) 575-8323
ssmith@fayetteville-ar.gov

CITY OF

www.fayetteville-ar.gov

From: David Clark [mailto:dclark@lopfi-prb.com]
Sent: Thursday, October 01, 2015 3:56 PM
To: Smith, Sondra <ssmith@fayetteville-ar.gov>
Subject: RE: Firemen's Pension Consolidate with LOPFI Resolution

Hi Sondra-

Yes, please do ensure all approving parties provide their signature.

Thank you,

David

From: Smith, Sondra [<mailto:ssmith@fayetteville-ar.gov>]
Sent: Thursday, October 01, 2015 3:53 PM
To: David Clark <dclark@lopfi-prb.com>
Subject: Firemen's Pension Consolidate with LOPFI Resolution

Hi David,

Do all the Firemen's board members who voted for the resolution to consolidate with LOPFI, need to sign the resolution that was included in the documents that we received?

Thank you!

Sondra

Office of the City Clerk Treasurer
Sondra E. Smith CAMC, CMC
City Clerk Treasurer
113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
(479) 575-8323
ssmith@fayetteville-ar.gov

CITY OF

ARKANSAS
www.fayetteville-ar.gov

FAYETTEVILLE FIRE FIGHTERS OLD PENSION PLAN

MAYOR LIONELD JORDAN AND THE FAYETTEVILLE CITY COUNCIL

THIS EMAIL IS IN REGARD TO THE OLD PENSION PLAN FOR THE RETIRED FAYETTEVILLE FIREFIGHTERS. I AM PAT BOUDREY, THE WIFE OF FFD RETIREE JACK BOUDREY AND THE MOTHER OF CURRENT 22 YEAR VETERAN FFD FIREFIGHTER BATTALION CHIEF TRAVIS BOUDREY.

I WAS IN ATTENDANCE AT THE CITY COUNCIL MEETING LAST TUESDAY, SEPTEMBER 29. THEREFORE, I AM AWARE OF ALL THE FACTS PRESENTED THAT EVENING. MY VIEWPOINT IS NOT LEGALITY OR GENERAL FUND DRIVEN. THIS GROUP OF MEN AFFECTIONALLY CALLED THE "OLD GUARD" HAVE FOUGHT SOME OF THE WORST FIRES IN THE CITY OF FAYETTEVILLE'S HISTORY. MANY BUILDINGS STAND TODAY BECAUSE OF THEIR VALLIANT EFFORTS, ASK THE CONGREGATION AT THE CENTRAL UNITED METHODIST CHURCH ON DICKSON STREET, SEVERAL BUILDINGS AT THE UNIVERSITY OF ARKNASAS INCLUDING OLD MAIN AND HILL HALL, BUSINESS BUILDINGS AND PRIVATE HOMES TOO NUMEROUS TO MENTION.

BACK IN THEIR DAY THEY FOUGHT THESE FIRES WITHOUT MUCH OF THE NECESSARY EQUIPMENT NEEDED. MY HUSBAND ON MANY OCCASIONS, ENTERED BURNING BUILDINGS WITHOUT A SCOTT AIRPACK BECAUSE THERE WASN'T ENOUGH ON THE TRUCK TO SUPPLY EVERYONE.

OH, DID I MENTION THEY WERE ALSO REQUIRED TO RUN THE AMBULANCE SERVICE FOR THE CITY OF FAYETTEVILLE.

WITH NO EMT OR PARAMEDIC TRAINING WHAT SO EVER, THEY HAD TO RELY ON A CPR CLASS, A FIRST AID KIT, AN OXYGEN TANK AND A LEAD FOOT ON THE GAS PEDAL TO GET THE PATIENT TO THE HOSPITAL, NEEDLESS TO SAY SOMETIMES IT DIDN'T END TO WELL. THE LOSS OF THE PATIENT ALWAYS LED TO A HELPLESS AND DISTURBING FEELING, WITH WHICH THEY HAD TO COPE.

THERE WAS THE MANDATORY LIVE IN TOWN RULE.

WE HAD TO RESIDE INSIDE THE CITY LIMITS OF FAYETTEVILLE, CHECKING "OUT OF TOWN" IF WE WENT ACROSS THE BORDERS OF THE CITY. JACK & I BOTH HAD PARENTS LIVING IN SPRINGDALE, THEREFORE JUST TO GO SEE THEM REQUIRED CALLING STATION #1 TO CHECK OUT OF TOWN. IF THERE WERE OTHERS AHEAD OF US ALREADY OUT OF TOWN WE HAD TO WAIT TO VISIT ANOTHER TIME. THE REASON FOR THIS, THEY WERE ON CALL 24/7, ALWAYS SHORTHANDED. BETWEEN BEING ON 24 HOUR SHIFTS AND UP NIGHTS WHILE ALWAYS ON CALL, WELL IT MADE SLEEP, A LUXURY.

THE OLD GURAD IN MANY CASES WORKED SEVERAL YEARS ALONE AT THE FIRE STATIONS FOR THEIR 24 HOUR SHIFTS, BEING THE FIRST ON THE SCENE ALONE WAS SCARY AND DEMANDING. THEY COULD ONLY DO WHAT ONE MAN COULD DO UNTIL FIREFIGHTERS THAT WERE ON CALL OR AT OTHER STATIONS COULD GET THERE TO ASSIST.

ALL THE LIVES OF THE FAMILIES WERE FULL OF SACRAFICES SO THE HUSBAND COULD DO THE JOB REQUIRED BY THE CITY OF FAYETTEVILLE. VACATION WAS THE ONLY TIME THEY WERE TRULY AWAY FROM THE JOB. SO AS YOU CAN TELL LIFE WASN'T EASY ON THE HOME FRONT EITHER.

THE CITY HAS MADE GREAT STRIDES IN EQUIPMENT, MAN POWER AND FIRE PREVENTION FROM THE OLD GUARD DAYS UNTIL PRESENT.

I HAVE A SUMMARY OF THE AGES OF THE 51 PENSIONERS THAT RECEIVE CHECKS EACH MONTH. I REALIZE THESE AGES HAVE BEEN INCULDED IN THE ACTUARY STUDY PERCENTAGE YOU RECEIVED LAST TUESDAY FROM THE PENSION REVIEW BOARD.

TO SEE THEM ON PAPER MIGHT BE A LITTLE DIFFERENT IN THE FACT THAT MANY NEED THEIR MONEY NOW AS THEY FINISH OUR THEIR LIVES NOT 15 OR 25 YEARS DOWN THE ROAD WHERE ALL OF YOU ARE WORRIED THAT MONIES WILL HAVE TO COME FROM THE GENERAL FUND. I ALSO REALIZE YOU HAVE A DUTY TO THE TAXPAYERS AND CURRENT CITY EMPLOYEES TO NOT O.K. SOMETHING TODAY THAT WOULD HAVE AN ADVERSE AFFECT 25 YEARS DOWN THE ROAD BUT LOOKING AT THESE AGES WILL DRAMATICALLY REDUCE THE LIABILITY THAT SHOULD EVER INCUR, IF ANY.

90 PLUS— 3
80 PLUS— 6
70 PLUS— 18
60 PLUS— 15
50 PLUS— 9

TO BREAK IT DOWN FURTHER

THERE ARE **13** WIDOWS WITH AND AVERAGE OF AGE **79**.

THERE ARE **9** FIREFIGHTERS THAT ARE SINGLE WITH AN AVERAGE AGE OF **68**.

THERE IS **1** COURTORDER SPLIT WHICH IS IN CONJUNCTION WITH A SINGLE FIREFIGHTER.

THEREFORE, THESE **23** PENSIONERS HAVE NO BENEFICIARIES, IT STOPS WITH THEM.

THE AVERAGE AGE OF THE REMAING **28** FIREFIGHTERS IS **68**

PLEASE CONSIDER THESE MEN AREN'T AN INCINERATOR THE CITY WASN'T LIABLE FOR, ALTHOUGH THEY FOUGHT INFERNOS THAT SEEMED LIKE INCINERATORS. THEY ARE AGING CITY EMPLOYEES THAT GAVE THE CITY 20 TO 40 YEARS OF THEIR LIFE. THE CITY PROMISED THEM A PENSION THE REST OF THEIR LIVES AND THEN TO THEIR WIDOWS. THE CITY DID NOT WITHHOLD SOCIAL SECURITY BECAUSE THIS PENSION PLAN WAS THE PRIMARY PENSION PLAN BEING A CIVIL SERVANT. MANY OF THESE FIREFIGHTERS ARE NO LONGER ABLE TO WORK. THE LIVELYHOOD OF THE HOUSEHOLD DEPENDS ON THESE MONTHLY CHECKS. PLEASE PUT A PENCIL TO IT, TAKE THE MORAL HIGH GROUND, DO THE RIGHT THING AND VOTE TO SEND THE OLD PENSION PLAN TO LOPFI WITH THE SAME BENEFITS WE ARE RECEIVING TODAY.

THANK YOU FOR YOUR CONSIDERATION,

PAT BOUDREY
FFD RETIREE COMMUNICAITONS
479-466-5302
patboudrey@cox.net

2015 Millage Levy

John La Tour Amendment

Handed out at the Council Meeting 10-6-15

**Tax Increase Amendments
October 6, 2015**

1. The Finance Director will calculate the additional tax revenue raised by the mileage increase set forth in this Ordinance on an annual basis, and report the same to the City Council. This amount shall be added incrementally to the budgeted amount for the police and fire departments in fiscal year 2016 and beyond, and not diverted to other budget uses or functions.
2. This tax increase will expire in five years.

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, September 29, 2015

4:30 PM

City Hall Room 326

City Council Agenda Session

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:

1. [2015-0374](#)
CITY COUNCIL MEETING PRESENTATION - FAYETTEVILLE
NATURAL HERITAGE ASSOCIATION CHECK PRESENTATION
RELATED TO KESSLER MOUNTAIN RESERVE
2. [2015-0451](#)
CITY COUNCIL MEETING PRESENTATION - OZARK REGIONAL
TRANSIT PRESENTATION

Agenda Additions

A. Consent:

- A. 1 [2014-0512](#)
APPROVAL OF THE SEPTEMBER 15, 2015 CITY COUNCIL
MEETING MINUTES.

- A. 2 [2015-0418](#)
**2015 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION
AWARD:**

A RESOLUTION AUTHORIZE ACCEPTANCE OF A 2015 JUSTICE
ASSISTANCE GRANT LOCAL SOLICITATION AWARD IN THE
AMOUNT OF \$72,774.00, OF WHICH \$29,576.00 WILL BE USED BY
THE FAYETTEVILLE POLICE DEPARTMENT, WITH \$28,943.00 TO
BE DISBURSED TO THE CITY OF SPRINGDALE AND \$14,255.00 TO
WASHINGTON COUNTY, AND TO APPROVE A BUDGET
ADJUSTMENT

Attachments: [SRP - 2015 JAG Local Award](#)
[BA - 2015 JAG Local](#)

A. 3 [2015-0420](#)

**2015 BULLETPROOF VEST PARTNERSHIP PROGRAM
MATCHING GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A FIFTY PERCENT (50%) MATCHING GRANT AWARD FROM THE 2015 BULLETPROOF VEST PARTNERSHIP PROGRAM IN THE AMOUNT OF \$6,056.00 FOR THE REPLACEMENT OF BODY ARMOR VESTS FOR FAYETTEVILLE POLICE OFFICERS, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

[CCAP - 2015 BVP Award](#)

[BA - 2015 BVP Grant Award](#)

A. 4 [2015-0445](#)

FAYETTEVILLE POLICE DEPARTMENT POLICIES:

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 1.1.1, LAW ENFORCEMENT ROLE; 1.2.3, BIAS BASED PROFILING PROHIBITED; 1.3.4, LESS- LETHAL WEAPONS AND DEFENSIVE TACTICS; 12.1.1, ORGANIZATIONAL STRUCTURE, FUNCTIONS AND DIRECTION; 12.2.1, POLICIES, PROCEDURES AND RULES DEVELOPMENT AND REVIEW PROCEDURES; 22.2.8, MILITARY ACTIVATIONS; 25.1, GRIEVANCE PROCEDURES; 33.1, TRAINING; 35.1.1, PERFORMANCE EVALUATIONS/PERSONNEL EARLY WARNING SYSTEM; 41.2.5, MISSING PERSONS; 41.2.7, DEPARTMENT RESPONSE TO MENTALLY ILL SUBJECTS; 41.3.5, GROOMING AND UNIFORM REQUIREMENTS; 42.1.1, CRIMINAL INVESTIGATIONS; 44.1.1, JUVENILE OPERATIONS; AND 84.1.1, PROPERTY MANAGEMENT, ACQUIRED AND IN-CUSTODY

Attachments:

[Agenda Packet - Police Policies 10062015](#)

A. 5 [2015-0423](#)

NABHOLZ OF BIXBY, OKLAHOMA:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A ROTARY LIFT SYSTEM FROM NABHOLZ OF BIXBY, OKLAHOMA IN THE AMOUNT OF \$45,990.85 PLUS APPLICABLE TAXES PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT FOR USE BY FLEET OPERATIONS

Attachments:

[SRP - Lift System](#)

A. 6 [2015-0422](#)

BID NO. 15-47 PETERBILT OF FORT SMITH:

A RESOLUTION TO AWARD BID NO. 15-47 AND AUTHORIZE THE PURCHASE OF A PETERBILT 320 DIESEL TRUCK WITH LABRIE/WITTKER SUPERDUTY FRONT LOADER FROM PETERBILT OF FORT SMITH IN THE AMOUNT OF \$243,520.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: [SRP - Front Loader SWCM 4032](#)

A. 7 [2015-0411](#)

BID NO. 15-48 ALLIANCE PUMP & MECHANICAL, INC.:

A RESOLUTION TO AWARD BID NO. 15-48 AND AUTHORIZE A CONTRACT WITH ALLIANCE PUMP & MECHANICAL, INC. IN THE AMOUNT OF \$78,950.00 PLUS APPLICABLE TAXES TO REBUILD SEVEN (7) GEARBOXES AT THE NOLAND WASTEWATER TREATMENT PLANT

Attachments: [2015-0411 - Packet - Bid 15-48 - Noland WWTP Gearbox Rebuilds](#)

A. 8 [2015-0424](#)

BLUEINGREEN, LLC CHANGE ORDER NO. 1:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH BLUEINGREEN, LLC IN THE TOTAL AMOUNT OF \$58,269.06 TO FUND THE SALES TAXES FOR OZONE EQUIPMENT NECESSARY FOR THE PROJECT AND AN INCREASE OF BLUEINGREEN, LLC'S WARRANTY BOND FROM ONE YEAR TO TWO YEARS, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BlueInGreenLLC_CO#1_Agenda_Packet](#)
 [BA-BlueInGreen LLC](#)

A. 9 [2015-0428](#)

BID NO. LSC-2015 BENCHMARK CONSTRUCTION:

A RESOLUTION TO AWARD BID NO. LSC-2015 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION IN THE AMOUNT OF \$37,000.00 FOR A KITCHEN REHABILITATION PROJECT AT LIFESOURCE INTERNATIONAL USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Attachments: [LifeSource Kitchen Improvements Agenda Packet](#)

A. 10 [2015-0429](#)

TRIMARK STRATEGIC EQUIPMENT, INC.:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A HYDROVECTION OVEN FROM TRIMARK STRATEGIC EQUIPMENT, INC. IN THE AMOUNT OF \$21,848.40 PLUS APPLICABLE TAXES, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE FAYETTEVILLE SENIOR CENTER

Attachments: [Senior Center Oven Agenda Packet](#)

A. 11 [2015-0430](#)

GAMETIME C/O CUNNINGHAM RECREATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF PLAYGROUND EQUIPMENT FROM GAMETIME C/O CUNNINGHAM RECREATION FOR THE PRISM EDUCATION CENTER LOCATED AT 2030 MORNINGSDRIVE IN THE AMOUNT OF \$73,321.91, PURSUANT TO A STATE PROCUREMENT CONTRACT, USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Attachments: [Prism Playground Install Agenda Packet 10.6.15 Meeting](#)

A. 12 [2015-0427](#)

GARVER, LLC TASK ORDER NO. 4:

A RESOLUTION TO APPROVE TASK ORDER NO. 4 WITH GARVER, LLC IN THE AMOUNT OF \$27,500.00 FOR DESIGN, BIDDING AND CONSTRUCTION OVERSIGHT SERVICES FOR THE DRAKE FIELD AIRFIELD ROOF REHABILITATION PROJECT

Attachments: [Legistar 15-0427 package \(2\) Garver Task Order 04 - FYV Airfield Roof Rehabil](#)

A. 13 [2015-0447](#)

HI-LITE AIRFIELD SERVICES, LLC CHANGE ORDER NO. 1:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH HI-LITE AIRFIELD SERVICES, LLC IN THE AMOUNT OF \$8,895.00 TO INCREASE THE QUANTITIES OF AIRFIELD PAVEMENT MARKINGS TO BE REHABILITATED

Attachments: [Legistar 2015-0447 HiLite CO1 091815 091815](#)

A. 14 [2015-0414](#)

WASHINGTON COUNTY VIDEO SERVICES CONTRACT:

A RESOLUTION TO APPROVE A ONE YEAR VIDEO SERVICES CONTRACT WITH WASHINGTON COUNTY IN THE AMOUNT OF \$750.00 PER MONTH FOR THE CITY'S MEDIA SERVICES DIVISION TO RECORD, TELECAST, STREAM AND ARCHIVE MEETINGS OF THE WASHINGTON COUNTY QUORUM COURT AND CERTAIN COMMITTEES, AND TO APPROVE A 0.25 FULL TIME EQUIVALENT POSITION INCREASE

Attachments: [Wash Co Video Services Contract](#)

A. 15 [2015-0446](#)

SWEPKO UTILITY RELOCATIONS:

A RESOLUTION TO APPROVE A UTILITY RELOCATION AGREEMENT WITH AEP/SWEPKO FOR UTILITY RELOCATIONS AS PART OF THE OLD WIRE ROAD/HIGHWAY 45 INTERSECTION IMPROVEMENTS PROJECT, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$46,718.86

Attachments: [Legistar Item 2015-0446](#)

B. Unfinished Business:

B. 1 [2015-0330](#)

ADM 15-5093 (UDC CHAPTERS 161, 164 AND 172 - SINGLE FAMILY AND TWO FAMILY INFILL)

AN ORDINANCE AMENDING TITLE XV UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE TO AMEND CHAPTERS 161, 164 AND 172 TO MODIFY THE BULK AND AREA REGULATIONS TO ENCOURAGE SMALL LOT SINGLE FAMILY AND TWO FAMILY INFILL IN MULTI-FAMILY ZONING DISTRICTS AND TO INCLUDE MINIMUM DESIGN STANDARDS FOR THIS TYPE OF DEVELOPMENT

Attachments: [15-5093 Amended Memo, Ordinance, Exhibits](#)
 [15-5093 CC EX A](#)
 [15-5093 CC EX B](#)
 [15-5093 CC reports](#)

At the August 4, 2015 City Council meeting, this ordinance was tabled to the October 6, 2015 City Council meeting.

B. 2 [2015-0372](#)

**AMEND 172.05 (ADM 15-5088 UDC AMENDMENT CHAPTER
172.05 NON-RESIDENTIAL PARKING REQUIREMENTS:**

AN ORDINANCE TO AMEND SECTION 172.05 OF THE UNIFIED
DEVELOPMENT CODE TO REMOVE MINIMUM PARKING
STANDARDS FOR NON-RESIDENTIAL USES

Attachments:

[15-5088 Parking Standards - Amended Memo & Exh A](#)

[15-5088 CC EX A](#)

[15-5088 CC Staff reports](#)

[Supplemental Materials](#)

[C. 4 Additional Amend 172.05 Memo](#)

[C. 4 Tom Overbey Email ADMIN 15-5088 090115](#)

*At the September 1, 2015 City Council meeting, this ordinance was left on the
first reading. At the September 15, 2015 City Council meeting, this ordinance
was left on the second reading.*

B. 3 [2015-0405](#)

2015 MILLAGE LEVY:

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL
PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS,
FOR THE YEAR 2015 FIXING THE RATE THEREOF AT 2.3 MILLS
FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE
FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE
POLICEMEN'S PENSION AND RELIEF FUND AND 1.0 MILL FOR
THE FAYETTEVILLE PUBLIC LIBRARY; AND CERTIFYING THE
SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY,
ARKANSAS

Attachments:

[Millage Levy Agenda Packet](#)

[FD Presentation](#)

[PD Presentation](#)

*At the September 15, 2015 City Council meeting, this ordinance was left on the
first reading.*

C. New Business:

C. 1 [2015-0433](#)

CITY SALES AND USE TAX BONDS:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SALES AND USE TAX CAPITAL IMPROVEMENT BONDS, SERIES 2015, FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF CERTAIN STREET IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO

Attachments: [2015-0433 Bond Ordinance](#)

C. 2 [2015-0407](#)

THEATRE SQUARED CITY COUNCIL SUPPORT:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT OF THEATRE SQUARED AND ITS INTENT TO LEASE 0.8 ACRE OF CITY PROPERTY AT THE SOUTHEAST CORNER OF WEST AND SPRING AS THEATRE SQUARED'S NEW PERMANENT PERFORMANCE FACILITY

Attachments: [Theatre Squared Agenda Item](#)

C. 3 [2015-0438](#)

RZN 15-5179 (324 N. HORNSBY DR./MARKHAM HILL REZONE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5179, FOR APPROXIMATELY 1.39 ACRES FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION, AND RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments: [15-5179 CC EX A-B-C](#)
 [15-5179 Staff Report](#)

C. 4 [2015-0442](#)

RZN 15-5156 (1220 W. CLEVELAND ST./EXPIRED PZD 12-4079):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5156, FOR APPROXIMATELY 2.71 ACRES, LOCATED AT 1220 AND 1226 W. CLEVELAND STREET AND 725, 727 AND 805 HALL AVENUE FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE AND P-1, INSTITUTIONAL

Attachments:

[15-5156 CC EXHIBITS](#)

[15-5156 CC DOCS](#)

C. 5 [2015-0441](#)

RZN 15-5165 (1118 S. DUNN AVE./PEARSON DEVELOPMENT):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5165, FOR APPROXIMATELY 0.23 ACRES, LOCATED AT 1118 S. DUNN AVENUE FROM I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL TO NC, NEIGHBORHOOD CONSERVATION

Attachments:

[15-5165 CC EXHIBITS](#)

[15-5165 CC DOCS](#)

C. 6 [2015-0432](#)

RZN 15-5174 (S. END OF RUPPLE RD./STRIKER DEVELOPMENT):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5174, FOR APPROXIMATELY 102 ACRES, LOCATED AT THE SOUTHERN END OF RUPPLE ROAD FROM NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES; R-A, RESIDENTIAL-AGRICULTURAL; RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRES; AND RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO R-A, RESIDENTIAL-AGRICULTURAL; RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE; RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRES; NC, NEIGHBORHOOD CONSERVATION AND CS, COMMUNITY SERVICES

Attachments:

[15-5174 CC Exhibits](#)

[15-5174 CC reports](#)

C. 7 [2015-0440](#)

**VAC 15-5087 (1005 E. ROCKWOOD TRAIL/ L & F
CONSTRUCTION):**

AN ORDINANCE TO APPROVE VAC 15-5087 SUBMITTED BY FRED PATRICK FOR PROPERTY LOCATED AT 1005 ROCKWOOD TRAIL TO VACATE AN ALLEY RIGHT OF WAY

Attachments: [15-5087 CC EXHIBITS](#)
 [15-5087 CC DOCS](#)

C. 8 [2015-0437](#)

VAC 15-5157 (688 N. WHITHAM AVE./1ST WESTERN BANK):

AN ORDINANCE TO APPROVE VAC 15-5157 SUBMITTED BY GENE BUESCHER FOR PROPERTY LOCATED AT 688 WHITHAM AVENUE TO VACATE AN ALLEY RIGHT OF WAY

Attachments: [15-5157 CC EX A & B](#)
 [15-5157 Staff Report](#)

C. 9 [2015-0436](#)

**VAC 15-5161 (2055 E. SIGNAL HILL DEPOT/BUTTERFIELD
TRAIL VILLAGE):**

AN ORDINANCE TO APPROVE VAC 15-5161 SUBMITTED BY JOE PERME FOR PROPERTY LOCATED AT 2055 E. SIGNAL HILL DEPOT TO VACATE A PORTION OF A UTILITY EASEMENT

Attachments: [15-5161 CC EX A & B](#)
 [15-5161 Staff Report](#)

C. 10 [2015-0434](#)

VAC 15-5176 (MARK MILLS LANE/SUMMIT PLACE SD):

AN ORDINANCE TO APPROVE VAC 15-5176 SUBMITTED BY BLEW & ASSOCIATES, INC. FOR PROPERTY LOCATED ALONG MARK MILLS LANE TO VACATE PORTIONS OF A CONSERVATION EASEMENT

Attachments: [15-5176 CC Exhibits](#)
 [15-5176 CC reports](#)

C. 11 [2015-0439](#)

VAC 15-5177 (1375 N. LEVERETT AVE./NOBLE OAKS APTS.):

AN ORDINANCE TO APPROVE VAC 15-5177 SUBMITTED BY JORGENSEN & ASSOCIATES, INC. FOR PROPERTY LOCATED AT 1375 N. LEVERETT AVENUE TO VACATE A PORTION OF A UTILITY EASEMENT

Attachments: [/.....15-5177 CC EXHIBITS](#)
 [15-5177 CC DOCS](#)

C. 12 [2015-0443](#)

VAC 15-5178 (SW CORNER JOYCE & STEELE BLVDS./CMN LOTS 3 & 4):

AN ORDINANCE TO APPROVE VAC 15-5178 SUBMITTED BY JORGENSEN & ASSOCIATES, INC. FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF JOYCE & STEELE BOULEVARDS TO VACATE PORTIONS OF UTILITY, DRAINAGE AND TRAIL EASEMENTS

Attachments: [15-5178 CC EXHIBITS](#)
 [15-5178 CC DOCS](#)

C. 13 [2015-0435](#)

AMEND § 156.03 DEVELOPMENT, PARKING AND LOADING:

AN ORDINANCE TO AMEND § 156.03 **DEVELOPMENT, PARKING AND LOADING** OF THE VARIANCES CHAPTER OF THE UNIFIED DEVELOPMENT CODE TO ESTABLISH A VARIANCE PROCEDURE FOR COMMERCIAL, OFFICE AND MIXED USE DESIGN AND DEVELOPMENT STANDARDS

Attachments: [15-5124 CC reports](#)

C. 14 [2015-0425](#)

PARKING DIVISION FULL TIME EQUIVALENT POSITION:

A RESOLUTION TO AUTHORIZE THE ADDITION OF 1.0 FULL TIME EQUIVALENT POSITION TO THE PARKING DIVISION TO PROVIDE FOUR PART TIME EMPLOYEES TO STAFF EVENT PARKING IN THE SPRING STREET PARKING DECK

Attachments: [Event Parking FTE - CC Packet](#)

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

G. 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.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0418

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

2015 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD:

A RESOLUTION AUTHORIZE ACCEPTANCE OF A 2015 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD IN THE AMOUNT OF \$72,774.00, OF WHICH \$29,576.00 WILL BE USED BY THE FAYETTEVILLE POLICE DEPARTMENT, WITH \$28,943.00 TO BE DISBURSED TO THE CITY OF SPRINGDALE AND \$14,255.00 TO WASHINGTON COUNTY, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a 2015 Justice Assistance Grant Local Solicitation Award in the amount of \$72,774.00, of which \$29,576.00 will be used by the Fayetteville Police Department on training, equipment and supplies, with \$28,943.00 to be disbursed to the City of Springdale and \$14,255.00 to Washington County.

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

City of Fayetteville Staff Review Form

2015-0418

Legistar File ID

10/6/2015

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

Greg Tabor

9/3/2015

Police /

Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Acceptance of the 2015 Justice Assistance Grant (JAG) Local Solicitation award and approval of a budget adjustment in the amount of \$72,774 for the purchase of law enforcement training, equipment, and supplies.

Budget Impact:

1010-2920-various

General

Account Number

Fund

39022.2015

Police 2015 JAG Local Solicitation

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 72,774.00

Remaining Budget \$ 72,774.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council
FROM: Greg Tabor, Chief of Police
DATE: September 3, 2015
SUBJECT: 2015 Justice Assistance Grant Local Solicitation Award

RECOMMENDATION:

Staff recommends acceptance of the 2015 Justice Assistance Grant (JAG) Local Solicitation Award and approval of a budget adjustment in the amount of \$72,774 for the purchase of law enforcement training, equipment, and supplies. If you should have any comments or questions regarding this grant award, please contact me at extension 500.

BACKGROUND:

The U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance has awarded the 2015 JAG for local agencies. This award is based in part on population and violent crime rates. For the eleventh year, JAG funding has been given to Fayetteville, Springdale, and Washington County to share. This grant does not require local matching funds.

DISCUSSION:

The Fayetteville Police Department will be the lead agency for this grant award in the amount of \$72,774. Fayetteville will receive \$29,576 to be spent on certification/training areas and computer hardware/software systems. Also within this grant award, Springdale will receive \$28,943 to purchase rifles, and Washington County will receive \$14,255 to purchase tactical carriers and a large format display.

BUDGET/STAFF IMPACT:

This grant does not require local matching funds and has no impact on staffing levels.

Attachments:

Budget Adjustment
Grant Award Documents/Conditions



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 31, 2015

The Honorable Lioneld Jordan
City of Fayetteville
100 A. West Rock Street
Fayetteville, AR 72701-6069

Dear Mayor Jordan:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$72,774 for City of Fayetteville.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Maria T. Anderson, Program Manager at (202) 514-7057; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

August 31, 2015

The Honorable Lioneld Jordan
City of Fayetteville
100 A. West Rock Street
Fayetteville, AR 72701-6069

Dear Mayor Jordan:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

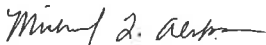
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Fayetteville 100 A. West Rock Street Fayetteville, AR 72701-6069		4. AWARD NUMBER: 2015-DJ-BX-0512 5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018																			
2a. GRANTEE IRS/VENDOR NO. 716018462		6. AWARD DATE 08/31/2015		7. ACTION Initial																	
2b. GRANTEE DUNS NO. 071607688		8. SUPPLEMENT NUMBER 00																			
3. PROJECT TITLE Fayetteville City, Springdale City and Washington County FY15 JAG Project		9. PREVIOUS AWARD AMOUNT \$ 0																			
		10. AMOUNT OF THIS AWARD \$ 72,774																			
		11. TOTAL AWARD \$ 72,774																			
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.																					
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																					
15. METHOD OF PAYMENT GPRS																					
AGENCY APPROVAL			GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director			18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Lioneld Jordan Mayor																		
17. SIGNATURE OF APPROVING OFFICIAL 			19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE																
AGENCY USE ONLY																					
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>72774</td> </tr> </tbody> </table>			FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		72774	21. PDJUGT0562		
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OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

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<i>SPECIAL CONDITIONS</i> 10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name). 11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. 12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide"). 13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm. 14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding. 15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students. 16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. 17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC). 18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.		

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19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
20. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
21. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
22. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
23. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
24. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

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<i>SPECIAL CONDITIONS</i> 25. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent. 26. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23. 27. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes. 28. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org). 29. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request. 30. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide. 31. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds. 32. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.		

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33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
34. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
35. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
36. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
37. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
38. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
39. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

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<i>SPECIAL CONDITIONS</i>			
40. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.			
The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:			
a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.			
The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.			
Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.			
41. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If you do not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.			
42. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.			
43. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf			

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44. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf

45. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
- b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
- c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

46. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Fayetteville

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

	Department of Justice Office of Justice Programs Bureau of Justice Assistance		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Grant	
	PROJECT NUMBER 2015-DJ-BX-0512		PAGE 1 OF 1	
This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.				
1. STAFF CONTACT (Name & telephone number) Maria T. Anderson (202) 514-7057		2. PROJECT DIRECTOR (Name, address & telephone number) Judy Cohea Project Manager 100 West Rock Street Fayetteville, AR 72701-6191 (479) 587-3581		
3a. TITLE OF THE PROGRAM BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT Fayetteville City, Springdale City and Washington County FY15 JAG Project				
5. NAME & ADDRESS OF GRANTEE City of Fayetteville 100 A. West Rock Street Fayetteville, AR 72701-6069		6. NAME & ADDRESS OF SUBGRANTEE		
7. PROGRAM PERIOD FROM: 10/01/2014 TO: 09/30/2018		8. BUDGET PERIOD FROM: 10/01/2014 TO: 09/30/2018		
9. AMOUNT OF AWARD \$ 72,774		10. DATE OF AWARD 08/31/2015		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation). The City of Fayetteville, City of Springdale, and Washington County will use the JAG funds to purchase equipment, supplies, and training for law enforcement agencies. The project goals are to reduce area crime and violence, as well as provide for officer and citizen safety. NCA/NCF				

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

Tentative Agenda
Page 31 of 695

Budget Year	Division: Police	Adjustment Number
2015	Dept.: Police	
	Requestor: Willie Newman	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Establish revenue and expense accounts for the 2015 Justice Assistance Grant Local Solicitation award in the amount of \$72,774.

RESOLUTION/ORDINANCE	COUNCIL DATE:	10/6/2015
	LEGISTAR FILE ID#:	2015-0418
	<i>Liz Hutchens</i>	
	9/4/2015 10:59 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		72,774	72,774				v.20150402
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
1010.0001.4309.01	-	72,774	39022	2015	RE	Federal Grants - Operational	
1010.2920.5209.00	1,576	-	39022	2015	EX	Software	
1010.2920.5210.00	12,356	-	39022	2015	EX	Minor Equipment	
1010.2920.5304.00	15,644	-	39022	2015	EX	Travel & Training	
1010.2920.5737.00	28,943	-	39022	2015	EX	Transfer to Springdale	
1010.2920.5738.00	14,255	-	39022	2015	EX	Transfer to Washington County Sheriff	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 32 of 695

Text File

File Number: 2015-0420

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

2015 BULLETPROOF VEST PARTNERSHIP PROGRAM MATCHING GRANT AWARD:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A FIFTY PERCENT (50%) MATCHING GRANT AWARD FROM THE 2015 BULLETPROOF VEST PARTNERSHIP PROGRAM IN THE AMOUNT OF \$6,056.00 FOR THE REPLACEMENT OF BODY ARMOR VESTS FOR FAYETTEVILLE POLICE OFFICERS, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a fifty percent (50%) matching grant award from the 2015 Bulletproof Vest Partnership Grant Program for the replacement of body armor vests for Fayetteville police officers.

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

City of Fayetteville Staff Review Form

2015-0420

Legistar File ID

10/6/2015

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

Greg Tabor

9/8/2015

Police /
Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Acceptance of a 50% matching grant award from the 2015 Bulletproof Vest Partnership Grant Program for the replacement of fifteen (15) body armor vests for our police officers and approval of a budget adjustment in the amount of \$6,056 to recognize grant funding. Matching funds in the amount of \$6,056 are budgeted within Police Bulletproof Vests (project #13011-1) of the Capital Improvements Program.

Budget Impact:

1010.2920.5210.00

General

Account Number

Fund

37042-2015

Bulletproof Vest Partnership - 2015

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 6,056.00

Remaining Budget \$ 6,056.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police 

DATE: September 8, 2015

SUBJECT: 2015 Bulletproof Vest Partnership Grant Program Award

RECOMMENDATION:

Staff recommends acceptance of a 50% matching grant award from the 2015 Bulletproof Vest Partnership (BVP) Grant Program for the replacement of fifteen (15) body armor vests for our police officers and approval of a budget adjustment in the amount of \$6,056 to recognize grant funding. Matching funds in the amount of \$6,056 are budgeted within Police Bulletproof Vests (project #13011-1) of the Capital Improvements Program.

BACKGROUND:

The BVP, created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. Since 1998, the Fayetteville Police Department has obtained grant funding in excess of \$160,000 for the purchase of body armor vests through this partnership. The BVP program provides an important component to the continuing health and welfare of our police officers. Each body armor vest has a guaranteed life of five years. All state-of-the-art body armor is custom made to the exact specifications of the wearer. This ensures all officers have our required level of protection.

DISCUSSION:

The total cost to replace fifteen (15) body armor vests is \$12,112. This grant funding by BVP will provide reimbursement of 50% (or \$6,056) of the City's expenses for the replacement of body armor vests for our police officers. The Police Department has planned for this grant matching requirement as evidenced by budgeted funds in the Capital Improvements Program's Police Bulletproof Vests (#13011-1) project.

BUDGET/STAFF IMPACT:

The City must match 50% (or \$6,056) of the total projected cost of \$12,112. Currently, matching funds are budgeted in the Capital Improvements Program's Police Bulletproof Vests (#13011-1) project. There is no staffing impact related to this grant application.

Attachments:

- Budget Adjustment
- Grant Award Notice
- Grant Award Summary

Newman, Willie

From: owner-bvp-list@ojp.usdoj.gov on behalf of BVP <bvp@usdoj.gov>
Sent: Thursday, September 03, 2015 1:49 PM
Subject: 2015 BVP Award Email

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2015 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2015 BVP awards is available at: <http://www.ojp.usdoj.gov/bvpbasi/>.

The FY 2015 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2015. The deadline to request payments from the FY 2015 award is August 31, 2017, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm>

Stab Resistant Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm>

As a reminder, all jurisdictions that applied for FY 2015 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: <http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf>

Finally, please visit the following page for checklists and guides for each step of the BVP process: <http://ojp.gov/bvpbasi/bvpprogramresources.htm>

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you

BVP Program Support Team



1. Registration

1.1 [Agency Information](#)

1.2 [Agency Contacts](#)

2. Application

2.1 [Application Profile](#)

2.2 [Manage Application](#)

2.3 [Review Application](#)

2.4 [Submit Application](#)

2.5 [Mandatory Wear Policy](#)

3. Payment

3.1 [Bank Information](#)

3.2 [Print Bank Form](#)

3.3 [Manage Receipts](#)

3.4 [Payment Request](#)

3.5 [Payment History](#)

4. Status

4.1 [Current Status](#)

4.2 [LEA Status](#)

4.3 [Application History](#)

5. Personal Information

5.1 [User Profile](#)

5.2 [Change Password](#)



[BVP HELP DESK](#)

(Toll-Free 1-877-758-3787)

Application Profile

Participant	FAYETTEVILLE CITY
Fiscal Year	2015
Number of Agencies Applied	0
Total Number of Officers for Application	120
Number of Officers on Approved Sub-Applications	120
Unspent BVP Funds Remaining	\$38,162.62
Unspent BVP Funds <u>Obligated</u> for Vest Purchases	\$38,162.62

Sub-Application Profile

Fiscal Year	2015
<u>Vest Replacement Cycle</u>	5
Number of Officers	120
Zylon Replacement	9
<u>Emergency Replacement Needs</u> Stolen or Damaged	0
Officer Turnover	6

Application Details

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
AXIIIA	15	\$753.49	\$11,302.35	\$1,102.05	\$12,404.40
Grand Totals	15		\$11,302.35	\$1,102.05	\$12,404.40

Award Summary for FY2015 Regular Fund

Funds Type	Award	Date Approved	Status
Regular Fund	\$6,055.90	08/11/15	Approved by BVP
Grand Totals:	\$6,055.90		

[Return](#)

Tentative Agenda
Page 37 of 695

Budget Year	Division: Police Dept.: Police Requestor: W. Newman	Adjustment Number
2015		

Establish revenue and expense budgets for the 2015 Bulletproof Vest Partnership Grant Award.

	COUNCIL DATE:	10/6/2015
	LEGISTAR FILE ID#:	2015-0420
	<i>Barbara Fell</i>	
	<i>9/22/2015 10:03 AM</i>	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323
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Text File

File Number: 2015-0445

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

FAYETTEVILLE POLICE DEPARTMENT POLICIES:

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 1.1.1, LAW ENFORCEMENT ROLE; 1.2.3, BIAS BASED PROFILING PROHIBITED; 1.3.4, LESS- LETHAL WEAPONS AND DEFENSIVE TACTICS; 12.1.1, ORGANIZATIONAL STRUCTURE, FUNCTIONS AND DIRECTION; 12.2.1, POLICIES, PROCEDURES AND RULES DEVELOPMENT AND REVIEW PROCEDURES; 22.2.8, MILITARY ACTIVATIONS; 25.1, GRIEVANCE PROCEDURES; 33.1, TRAINING; 35.1.1, PERFORMANCE EVALUATIONS/PERSONNEL EARLY WARNING SYSTEM; 41.2.5, MISSING PERSONS; 41.2.7, DEPARTMENT RESPONSE TO MENTALLY ILL SUBJECTS; 41.3.5, GROOMING AND UNIFORM REQUIREMENTS; 42.1.1, CRIMINAL INVESTIGATIONS; 44.1.1, JUVENILE OPERATIONS; AND 84.1.1, PROPERTY MANAGEMENT, ACQUIRED AND IN-CUSTODY

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 Fayetteville Police Department policies 1.1.1, Law Enforcement Role; 1.2.3 Bias Based Profiling Prohibited; 1.3.4, Less-Lethal Weapons and Defensive Tactics; 12.1.1, Organizational Structure, Functions and Direction; 12.2.1, Policies, Procedures and Rules Development and Review Procedures; 22.2.8, Military Activations; 25.1, Grievance Procedures; 33.1, Training; 35.1.1, Performance Evaluations/Personnel Early Warning System; 41.2.5, Missing Persons; 41.2.7, Department Response to Mentally Ill Subjects; 41.3.5, Grooming and Uniform Requirements; 42.1.1, Criminal Investigations; 44.1.1, Juvenile Operations; and 84.1.1, Property Management, Acquired and In-Custody.

City of Fayetteville Staff Review Form

2015-0445

Legistar File ID

10/6/2015

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

Greg Tabor

9/18/2015

Police /
Police Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Approval of Fayetteville Police Policies 1.1.1, Law Enforcement Role; 1.2.3, Bias Based Profiling Prohibited; 1.3.4, Less Lethal Weapons and Defensive Tactics; 12.1.1, Organization Structure, Functions and Directions; 12.2.1, Policies, Procedures & Rules Development & Review Procedures; 22.2.8, Military Activations; 25.1, Grievance Procedures; 33.1, Training; 35.1.1, Performance Evaluations / Personnel Early Warning System; 41.2.5, Missing Persons; 41.2.7, Department Response to Mentally Ill Subjects; 41.3.5, Grooming & Uniform Requirements; 42.1.1, Criminal Investigations; 44.1.1, Juvenile Operations; and 84.1.1, Property Management; Acquired & In-Custody.

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 #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council
FROM: Greg Tabor, Chief of Police
DATE: September 16, 2015
SUBJECT: Police Department Policy

RECOMMENDATION:

Council approves resolution adopting Fayetteville Police Policies 1.1.1, Law Enforcement Role; 1.2.3, Bias Based Profiling Prohibited; 1.3.4, Less Lethal Weapons and Defensive Tactics; 12.1.1, Organization Structure, Functions and Directions; 12.2.1, Policies, Procedures & Rules Development & Review Procedures; 22.2.8, Military Activations; 25.1, Grievance Procedures; 33.1, Training; 35.1.1, Performance Evaluations / Personnel Early Warning System; 41.2.5, Missing Persons; 41.2.7, Department Response to Mentally Ill Subjects; 41.3.5, Grooming & Uniform Requirements; 42.1.1, Criminal Investigations; 44.1.1, Juvenile Operations; and 84.1.1, Property Management; Acquired & In-Custody.

BACKGROUND:

The Fayetteville Police Department is currently in the process of reviewing policies and updating as necessary to conform to current practices and to comply with CALEA accreditation standards. Policies 41.2.5 Missing Persons is a new policy. Policy 1.1.1, Law Enforcement Role, is an existing policy that was approved by the council on November 15, 2011. Policy 1.2.3, Bias Based Profiling Prohibited, is an existing policy that was approved by the council on July 8, 2008. Policy 1.3.4, Less Lethal Weapons and Defensive Tactics, is an existing policy that was approved by the council on March 17, 2015. Policy 12.1.1, Organizational Structure, Functions and Direction, is an existing policy that was approved by the council on May 1, 2012. Policy 12.2.1, Policies, Procedures & Rules Development & Review Procedures, is an existing policy that was approved by the council on September 4, 2002. Policy 22.2.8, Military Activations, is an existing policy that was approved by the council on July 7, 2015. Policy 25.1, Grievance Procedures, is an existing policy that was approved by the council on October 4, 2011. Policy 33.1, Training, is an existing policy that was approved by the council on November 19, 2013. Policy 35.1.1, Performance Evaluations/Personnel Early Warning System, is an existing policy that was approved by the council on October 4, 2011. Policy 41.2.7, Department Response to Mentally Ill Subjects, is an existing policy that was approved by the council on July 7, 2010. Policy 41.3.5, Grooming and Uniform Requirements, is an existing policy that was approved by the council on September 4, 2012. Policy 42.1.1, Criminal Investigations, is an existing policy that was approved by the council on November 8, 2012. Policy 44.1.1, Juvenile Operations, is an existing policy that was approved by the council on November 8, 2012. Policy 84.1.1, Property Management; Acquired & In-Custody, is an existing policy that was approved by the council on November 8, 2012.

DISCUSSION:

Policy 41.2.5, Missing Persons, is a new policy that combined existing requirements from two other policies. Some additional requirements were included to get the policy certified with the National Center for Missing and Exploited Children. The remaining fourteen policies are existing policies that contain changes to comply with directives written during our CALEA accreditation process and comments from the mock assessment. Some other changes were made to these policies to comply with state laws and current practices of the department. All changes are highlighted.

BUDGET/STAFF IMPACT:

These policies will not have any impact on budget or staff.

Attachments:

Fayetteville Police Policy 1.1.1, Law Enforcement Role
Fayetteville Police Policy 1.2.3, Bias Based Profiling Prohibited
Fayetteville Police Policy 1.3.4, Less Lethal Weapons and Defensive Tactics
Fayetteville Police Policy 12.1.1, Organization Structure, Functions and Directions
Fayetteville Police Policy 12.2.1, Policies, Procedures & Rules Development & Review
Procedures
Fayetteville Police Policy 22.2.8, Military Activations
Fayetteville Police Policy 25.1, Grievance Procedures
Fayetteville Police Policy 33.1, Training
Fayetteville Police Policy 35.1.1, Performance Evaluations / Personnel Early Warning System
Fayetteville Police Policy 41.2.5, Missing Persons
Fayetteville Police Policy 41.2.7, Department Response to Mentally Ill Subjects
Fayetteville Police Policy 41.3.5, Grooming & Uniform Requirements
Fayetteville Police Policy 42.1.1, Criminal Investigations
Fayetteville Police Policy 44.1.1, Juvenile Operations
Fayetteville Police Policy 84.1.1, Property Management; Acquired & In-Custody

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 1.1.1 Law Enforcement Agency Role	Effective Date: November 15, 2011
Reference:	Version: 1
CALEA: 1.1.1, 1.1.2, 11.3.1 a., 12.2.1	No. Pages: 5

I. PURPOSE

The purpose of this directive is to require all personnel to take and abide by an oath of office, when applicable, and to abide by a code of conduct.

By operating under an oath of office and/or code of conduct, employees will be aware of actions and attitudes expected of them, and the public will be provided with a general standard by which they can measure the department's performance.

Defining the oath of office and code of conduct also specifies the department's intent to be responsive to and protect the constitutional rights of the community.

II. Policy

A. Oath of Office - Prior to assuming their official position, all sworn personnel of the Fayetteville Police Department shall take an oath of office to enforce the law and uphold the Constitutions of the United States and the State of Arkansas, and to perform all duties incumbent as a police officer of the City of Fayetteville and bound by such legal rules and regulations [CALEA 1.1.1].

B. Code of Ethics - All personnel of the Fayetteville Police Department shall abide by the Codes of Ethics described in this policy. All personnel will take part in ethics training conducted on a biennial basis [CALEA 1.1.2]. All personnel will treat the public and fellow employees with courtesy and respect. All personnel will refrain from any form of communication to the discredit of the department or others.

C. Sworn Code of Ethics [CALEA 1.1.2]

- 1. LAW ENFORCEMENT CODE OF ETHICS** - All law enforcement officers must be fully aware of the ethical responsibilities of their position and must strive constantly to live up to the highest possible standards of professional policing.
- 2. PRIMARY RESPONSIBILITIES OF A POLICE OFFICER** - A police officer acts as an official representative of government who is required and trusted to work within the law. The officer's powers and duties are conferred by statute. The fundamental duties of a police officer include serving the community; safeguarding lives and property; protecting the innocent; keeping the peace; and ensuring the rights of all to liberty, equality and justice. [CALEA 11.3.1 a.]

3. **PERFORMANCE OF THE DUTIES OF A POLICE OFFICER** - A police officer shall perform all duties impartially, without favor or affection or ill will and without regard to race, ethnic background, national origin, gender, sexual orientation/identity, religion, economic status, age, cultural group, or any other identifiable characteristics or identifiable groups, ~~status, sex, race, religion, political belief or aspiration.~~ All citizens will be treated equally with courtesy, consideration and dignity. Officers will never allow personal feelings, animosities or friendships to influence official conduct. Laws will be enforced appropriately and courteously and, in carrying out their responsibilities, officers will strive to obtain maximum cooperation from the public. They will conduct themselves in appearance and deportment in such a manner as to inspire confidence and respect for the position of public trust they hold.
4. **DISCRETION** - A police officer will use responsibly the discretion invested in the position and exercise it within the law. The principle of reasonableness will guide the officer's determinations and the officer will consider all surrounding circumstances in determining whether any legal action shall be taken. Consistent and wise use of discretion, based on professional policing competence, will do much to preserve good relationships and retain the confidence of the public. There can be difficulty in choosing between conflicting courses of action. It is important to remember that a timely word of advice rather than arrest, which may be correct in appropriate circumstance, can be a more effective means of achieving a desired end.
5. **USE OF FORCE** - A police officer will never employ unnecessary force or violence and will use only such force in the discharge of duty as is reasonable in all circumstances. Force should be used only with the greatest restraint and only after discussion, negotiation and persuasion have been found to be inappropriate or ineffective. While the use of force is occasionally unavoidable, every police officer will refrain from applying the unnecessary infliction of pain or suffering and will never engage in cruel, degrading or inhumane treatment of any person.
6. **CONFIDENTIALITY** - Whatever a police officer sees, hears or learns of, which is of a confidential nature, will be kept secret unless the performance of duty or legal provision requires otherwise. Members of the public have a right to security and privacy, and information obtained about them must not be improperly divulged.
7. **INTEGRITY** - A police officer will not engage in acts of corruption, bribery, or other criminal activity, nor will an officer condone such acts by other police officers. The public demands that the integrity of police officers be above reproach. Police officers must, therefore, avoid any conduct that might compromise integrity and thus undercut the public confidence in a law enforcement agency. Officers will refuse to accept any gifts, presents, subscriptions, favors, gratuities or promises that would cause the officer to refrain from performing official responsibilities honestly and within the law. Police officers must not solicit private or special advantage as a result of their official status. Respect from the public cannot be bought; it can only be earned and cultivated.
8. **COOPERATION WITH OTHER OFFICERS AND AGENCIES** - Police officers will cooperate with all legally authorized agencies and their representatives in the pursuit of justice. An officer or agency may be one among many organizations that may provide law enforcement services to a jurisdiction.

It is imperative that a police officer assists colleagues fully and completely with respect and consideration at all times.

9. **PERSONAL/PROFESSIONAL CAPABILITIES** - Police officers will be responsible for their own standard of professional performance and will take every reasonable opportunity to enhance and improve their level of knowledge and competence. Through study and experience, a police officer can acquire the high level of knowledge and competence that is essential for efficient and effective performance of duty. The acquisition of knowledge is a never-ending process of personal and professional development that should be pursued constantly.
10. **PRIVATE LIFE** - Police officers will behave in a manner that does not bring discredit to their agencies or to themselves. A police officer's character and conduct while off-duty must always be exemplary, thus maintaining a position of respect in the community in which he or she lives and serves. The officer's personal behavior must be beyond reproach.

D. Civilian Code of Ethics [CALEA 1.1.2]

1. This Police Department Civilian Code of Ethics and Professional Conduct applies to all City of Fayetteville Police Department civilian employees. Police department civilian employees are subject to the personnel practices and policies of the City of Fayetteville, as well as those of the police department in particular. The inherent nature of the public safety services that are provided by the police department require additional employee standards.

An honorable and respected police department is indispensable to justice in our society. Fayetteville Police Department civilian employees represent the department at all times in the perceptions of many citizens. A police department civilian employee shall personally observe high standards of conduct so that the integrity of the police department is preserved. A police department civilian employee has an obligation to faithfully discharge the duties of their position by conducting themselves with personal integrity, ethics, honesty and diligence. A person's individual ethics, as well as the ethical standards of the police department itself, must minimally meet and normally exceed the community's expectations of high standards. A civilian police employee shall perform all duties impartially, without favor or affection or ill will and without regard to race, ethnic background, national origin, gender, sexual orientation/identity, religion, economic status, age, cultural group, or any other identifiable characteristics or identifiable groups,

For this reason, a violation of this Code of Ethics and Professional Conduct may result in disciplinary action that includes the possibility of termination. It is the civilian employee's responsibility to familiarize himself or herself with this Code of Ethics and Professional Conduct and to follow it at all times, whether on or off duty.

2. A police department civilian employee should not engage in any activities that would put into question the appropriateness of the employee's conduct in carrying out their duties.

3. A police department civilian employee should respect and comply with the law at all times.
4. A police department civilian employee should be patient, dignified, respectful, and courteous to all persons with whom the employee deals in an official capacity. Police department civilian employees shall conduct themselves in a manner which fosters harmony and cooperation. Police department civilian employees will refrain from any form of communications to the discredit of others.
5. A civilian employee should not discriminate while performing their job duties and responsibilities.
6. A police department civilian employee should never disclose any confidential communications or any other confidential information received in the course of official duties, except as authorized by law. Personnel are especially prohibited from discussing privileged information with friends and family members. A former police department civilian employee should observe the same restrictions on disclosure of confidential information that apply to a current employee.
7. A police department civilian employee should not use or permit the use of the fact that he or she works for the police department for reasons of personal gain, including but not limited to gaining special privileges, avoiding problems he or she would otherwise be subject to, directly or indirectly coercing or influencing the behavior of others. The solicitation of funds for official functions is not allowed without express permission from the Chief of Police.
8. A police department civilian employee may participate in personal, social, civic, or other private or public activities that do not detract from the dignity of the police department, interfere with the performance of official duties, or adversely reflect on the police department. This is particularly important where the person's clothing, verbal statements, or other circumstances make it readily apparent to others that the person works for the police department.
9. Police department civilian employees will not report to work or be on duty while under the influence of alcohol and/or illegal drugs. Employees are expected to be sober and awake while on duty. See Fayetteville Police Department Policy 26.1.1 and City of Fayetteville's policies ~~Drug Free Workplace Policy and HR 29~~ ~~Controlled Substance Drugs and Alcohol Testing~~ for more details regarding this topic.
10. It is the policy of this department that all employees have the right to work in an environment free of bullying, harassment or discrimination. This department will not tolerate, condone or allow bullying, harassment or discrimination by employees, whether sworn, civilian, or other non-employees who conduct business with this agency. This department considers bullying, harassment and discrimination of others a form of serious employee misconduct. Therefore, this

department shall take direct and immediate action to remedy all reported instances of bullying, harassment and discrimination.

- E. Telephone/Current Address Information Required - All ~~members~~ employees of the police department are required to have a working telephone and to keep the department advised of the current telephone number. Likewise, all ~~members~~ employees are required to provide the department with current address information. Any changes in phone numbers or addresses shall be promptly reported ~~to the office of the Chief of Police~~ through the employee's chain of command to the Administrative Captain.
- F. When any sworn member of the department is unable to report for duty on account of sickness or injury, such fact shall be promptly reported to any on-duty supervisor.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 1.2.3 Biased Based Profiling Prohibited	Effective Date: July 8, 2008
Reference: Arkansas Act 1207 of 2003, 52.1.1, 26.1.1	Version: 1
CALEA: 1.2.9	No. Pages: 3

I. PURPOSE

The purpose of this policy is to prohibit the act of biased based profiling and to reaffirm the department policy to perform all duties impartially, without favor or affection or ill will and without regard to status, sex, race, religion, political belief or aspiration and to treat all citizens equally with courtesy, consideration and dignity. Bias based profiling, the selection of an individual(s) for enforcement action based in whole or in part on a trait common to a group including but not limited to, race, ethnic background, national origin, gender, sexual orientation/identity, religion, economic status, age, cultural group, or any other identifiable characteristics or identifiable groups, is prohibited in all traffic contacts, field contacts, and in asset seizure and forfeiture efforts [CALEA 1.2.9 a.].

II. DISCUSSION

This policy recognizes Arkansas Act 1207 of 2003 to prohibit racial profiling and further establishes a directive to prohibit the use of race, ethnicity, national origin, or religion in deciding which persons should be subject to traffic stops, stops and frisks, questioning, searches and seizures, and other law enforcement activities.

III. POLICY

All officers of the Fayetteville Police Department are directed to adhere to the guidelines contained within this policy pertaining to bias based profiling and "racial profiling" as defined by Arkansas Act 1207 of 2003.

A. Definitions

Bias Policing- The selection of an individual(s) for enforcement action based in whole or in part on a trait common to a group, without actionable intelligence to support consideration of that trait. This includes, but is not limited to, race, ethnic background, national origin, gender, sexual orientation/identity, religion, economic status, age, cultural group, or any other identifiable characteristics or identifiable groups.

Biased Based Policing — A law enforcement action based on an individual's race, age, color, creed, disability, gender, religion or other belief system, or any other individual attribute, ethnic status or

~~characteristic, or national origin rather on the individual's behavior or on information identifying a specific individual as having engaged in criminal activity.~~

Racial Profiling – A law enforcement action based on race, ethnicity, national origin or religion in selecting which individuals to subject to routine investigatory activities or in deciding upon the scope and substance of law enforcement activity following the initial routine investigatory activity.

Reasonable Suspicion – A standard based on facts or circumstances which alone do not give rise to probable cause to arrest, but which do give rise to a suspicion that has some relevant basis and is not pure conjecture.

B. Prohibitions

Officers are prohibited from relying on race, ethnic background, national origin, gender, sexual orientation/identity, religion, economic status, age, cultural group, or any other identifiable characteristics or identifiable groups, ~~race, ethnicity, national origin, or religion,~~ to any degree, in selecting which individuals to subject to routine investigatory activities, or in deciding upon the scope and substance of police practices following the initial routine investigatory activity. Officers shall have reasonable suspicion or probable cause in compliance with the United States Constitution and Arkansas Rules of Criminal Procedures prior to stopping a pedestrian or motor vehicle, or engaging in detentions, searches, arrests, or other investigatory activities.

IV. PROCEDURES

- A. Officers shall professionally and courteously identify themselves by full name and department, state the reason for the stop, and when possible, provide written identification.
- B. Officers shall receive a basic training course on racial and cultural sensitivity and annual training in operating procedures that prohibit bias policing. Annual training shall emphasize the prohibition against bias based profiling and racial profiling and will include profiling related training to include field contacts, traffic stops, search issues, asset seizure and forfeiture, interview techniques, cultural diversity, discrimination, and community support [CALEA 1.2.9 b.]. The course of instruction shall stress understanding and respect for racial, ethnic, national, religious, and cultural differences and development of effective and appropriate methods of carrying out law enforcement duties. ~~This training shall emphasize the prohibition against racial profiling and include topics on community policing, law enforcement in a multi-cultural society, and racial, ethnic, and religious diversity.~~ Officers will also complete foreign language training with an emphasis in Spanish, when possible, in accordance with state law.
- C. Officers shall adhere to departmental policy regarding the use of mobile video/audio systems (General Order #22).
- D. Supervisors are responsible for ensuring that all personnel read and understand the policies and procedures prohibiting bias based profiling and racial profiling.
 - (1) Supervisors will routinely monitor officers' daily activity reports and encourage officers to report violations of this policy to determine whether any officer is engaged in a pattern of racial profiling or bias policing.

- (2) Supervisors will not retaliate against an officer or officers who report acts of bias based profiling or racial profiling.
 - (3) Supervisors receiving a complaint of this nature will conduct a cursory investigation and forward any findings to the Chief of Police. If merited, the complaint will be forwarded to the Office of Professional Standards for further investigation.
- E. Internal or external complaints or allegations of racial profiling or bias-policing shall be assigned to the department's Office of Professional Standards for an investigation. Appropriate corrective action will be taken if a complaint is sustained. Corrective action may involve supervisor counseling, written record of oral reprimand, written reprimand, suspension, or dismissal as specifically covered by Policy 26.1.1 [CALEA 1.2.9 c.].
- F. The supervisor of the Office of Professional Standards shall complete an annual administrative review of agency practices including citizen concerns. The review should take into account traffic contacts, field contacts, asset seizure and forfeiture efforts, the department's training, internal or external complaints and the corrective measures taken if any complaints are sustained [CALEA 1.2.9 d.].

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 1.3.4 Less-Lethal Weapons and Defensive Tactics	Effective Date: March 17, 2015
Reference: 1.3.1, General Orders 13, 14, 23, 29, 32	Version: 5
CALEA: 1.3.4, 1.3.5, 1.3.6, 1.3.9, 1.3.11, 1.3.12	No. Pages: 5

I. PURPOSE

The purpose of this directive is to establish specific guidelines for the use of authorized less-lethal weapons and defensive tactics [CALEA 1.3.4].

II. DISCUSSION

Defensive tactics and less-lethal weapons provide officers with additional use of force options for gaining compliance of resistant or aggressive individuals in arrest and other enforcement situations that occur in the line of duty.

III. POLICY

It shall be the policy of the Fayetteville Police Department that officers use defensive tactics and less-lethal weapons when warranted, but only in accordance with the guidelines established in this policy.

A. Defensive Tactics

The *Use of Force Continuum* is included as a guide in the appropriate use of force. It is recognized that it cannot be rigidly applied in rapidly unfolding and fluid situations. Officers should generally use the level of force that can reasonably be expected to succeed in controlling the situation. Officers are not required to move in a hierarchical fashion through all the levels of control, but instead, should use that level of force that is appropriate and reasonable under existing circumstances [CALEA 1.3.1].

The force continuum contains areas of control, which will be used by an officer, and the levels of resistance, which are used by the offender.

1. Levels of Control:

The department will instruct various defensive tactics techniques, which include pressure point and ground fighting techniques to officers. Officers shall only use authorized techniques they have been trained to use.

- a. **Officer Presence:** The professional appearance and uniform of a police officer.

- b. Verbal Direction: The appropriate verbal response and commands used to attempt to direct the action of a suspect.
- c. Empty Hand: Soft empty hand techniques are designed to control passive or defensive resistance. They are used when verbal direction/commands are not effective and there is non-compliance with lawful orders. Soft empty hand control techniques include strength techniques, joint locks, pressure points or distraction techniques, which are hand and leg strikes to specific motor nerve points.
- d. Hard Empty Hand Control techniques are designed to control active aggression, but can be used to control defensive resistance when lower forms of control have failed or when the officer believes lower forms of control will fail.
- e. Intermediate Weapons: An intermediate weapon is any tool used when empty hand control has been, or will likely be, ineffective or dangerous for the officers to attempt, and deadly force is not justified.

Usage criteria for intermediate weapons is as follows:

- (1) The use of any intermediate weapon is considered a use of force and shall be deployed in a manner consistent with this agency's use of force policy and in accordance with guidelines established in this policy.
- (2) An intermediate weapon may be used when:
 - (a) verbal dialogue has failed to bring about the subject's compliance, and
 - (b) the subject has signaled an intention to actively resist the officer's efforts to make the arrest, and
 - (c) the use of empty hand techniques has been, or will likely be, ineffective or not reasonable under the circumstances.
 - (d) confronted with an aggressive animal.
- (3) Whenever practical and reasonable, officers should issue a verbal warning prior to the use of an intermediate weapon.
- (4) An officer may use deadly force to protect himself or others from the use, or threatened use, of an intermediate weapon when the officer reasonably believes that deadly force will be used against him if he becomes incapacitated.
- (5) An intermediate weapon is not designed, nor expected, to be used in place of deadly force when deadly force is justified. The intermediate weapon is another tool in the use of force continuum to assist in preventing injury to officers or others.
- (6) Once a suspect is compliant, the use of an intermediate weapon is no longer justified.
- (7) If an intermediate weapon has been deployed, officers shall seek appropriate medical aid and/or assistance if necessary. Reference may be made to general orders specific to the less lethal weapon [CALEA 1.3.5].

- f. **Deadly/lethal force:** Force likely to cause death or serious physical injury. Officers are authorized to use deadly force only when it is reasonable and necessary to protect him/her or others if he/she has reasonable belief of immediate threat of death or serious physical injury.

2. Levels of Resistance:

- a. **Psychological Intimidation:** The suspect attempts to intimidate the officers psychologically. These are non-verbal cues such as suspect attitude or physical appearance or physical readiness.
- b. **Passive Resistance:** The suspect makes no attempt to fight the officer or even pull away. He simply forces the officer to do all the work. An example would be the protestor who causes the officer to pick him up and carry him from the scene or the drunk driver who will not step from the car but must be physically pulled out.
- c. **Verbal Non-Compliance:** This includes verbal threats from the suspect towards the officers. A suspect may not be resisting just by threatening the officer but may simply refuse to comply with orders, be unwilling to comply or ignore the officer completely.
- d. **Defensive Resistance:** The suspect performs actions that attempt to prevent officers from controlling him, such as pulling away when handcuffing is attempted. He may simply move away from the officer or push the officer's hands away. The suspect makes no attempt to harm the officer, just tries to defeat the arrest.
- e. **Active Aggression:** The suspect attempts to harm the officer by physical actions such as striking or kicking him.
- f. **Aggravated Aggression:** The suspect is attempting to harm the officer by use of a weapon or empty handed at a deadly force level.

3. De-escalation of Force:

- a. Officers must immediately de-escalate down to empty hands or verbal commands after gaining compliance through the use of an intermediate weapon.
- b. Officers, for their own protection, should understand and comply with the force continuum.

4. Training:

- a. Officers are only authorized to use intermediate weapons, pressure points and defensive tactics after they have received training and certification.
- b. Officers are required to attend refresher training on handgun retention and defensive tactics as scheduled by the Training Division.

B. Less-lethal Weapons

Less lethal weapons provide officers with additional use-of-force options for gaining compliance of resistant or aggressive individuals in arrest and other enforcement situations that occur in the line of duty. It is the policy of this department that officers use less lethal weapons when warranted, but only in accordance with the guidelines established in this policy. Less lethal weapons are not designed to be used in place of deadly force when deadly force is justified. Less lethal weapons are other tools in the use-of-force continuum to assist in preventing injury to officers and others. Officers of the Fayetteville Police Department shall only carry less-lethal weapons and ammunition issued to them, or approved, by the Fayetteville Police Department while on duty. While working off duty assignments that have the potential for police action, officers shall only carry less-lethal weapons and ammunition issued to them, or approved, by the Fayetteville Police Department [CALEA 1.3.9]. The types and specifications of approved less-lethal weapons and any corresponding ammunition will be governed by the department's Approved Weapons and Ammunition List as maintained by the Administrative Lieutenant [CALEA 1.3.9 a., b.].

All less lethal weapons shall be reviewed and inspected on an annual basis by a qualified weapons instructor or armorer. All less lethal weapons must be deemed safe and operational by the qualified weapons instructor or armorer before being issued and/or carried [CALEA 1.3.9 c.]. Less lethal weapons determined to be unsafe by qualified weapons instructors or armorers shall immediately be removed from service [CALEA 1.3.9 d.].

The police department will maintain a record on all less lethal weapons in service to include inspection date(s) and maintenance [CALEA 1.3.9 e.]. The department's Duty Assignment List will document personnel responsible for maintenance and inspection of less lethal weapons.

Officers shall be responsible for reporting damaged or unsafe less lethal weapons to the on-duty supervisor who will ensure unsafe less lethal weapons are removed from service. Officers shall complete a memorandum documenting the damaged or unsafe less lethal weapon to his or her immediate supervisor. The supervisor shall forward the memorandum through the chain of command and also send a copy of the memorandum to the qualified weapons instructor or an armorer listed on the department's Duty Assignment List. Before the repaired less lethal weapon is put back into service, it will be inspected by a qualified weapons instructor or armorer and deemed safe and operational [CALEA 1.3.9 d.].

All agency personnel authorized to carry ~~lethal~~ and less lethal weapons will be issued copies of and be instructed in the policies FPD 1.3.1, 1.3.4, and applicable Less Lethal General Orders before being authorized to carry the weapon. The issuance and instruction shall be documented.[CALEA 1.3.12]. Officers shall receive in-service refresher training, to include a review of FPD 1.3.1 and 1.3.4, on an annual basis [CALEA 1.3.11]. A certified weapons or tactics instructor will conduct refresher training, and Proficiency

training must be monitored by a certified weapons or tactics instructor [CALEA 1.3.11]. All agency personnel authorized to carry electronic controlled weapons shall annually demonstrate proficiency. In service training for other less lethal weapons and weaponless control techniques shall occur at least biennially [CALEA 1.3.11]. The training division will maintain documentation of refresher training and proficiency training on all weapons [CALEA 1.3.11 b.]. Remedial training, if necessary, will be given to any officer who is unable to demonstrate knowledge and proficiency of less lethal weapons prior to resuming official duties [CALEA 1.3.11].

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 12.1.1 Organizational Structure, Functions, and Direction	Effective Date: May 1, 2012
Reference:	Version: 3
CALEA: 11.1.1, 11.2.1, 11.2.2, 11.3.1, 11.3.2, 12.1.2, 12.1.3, 12.1.4	No. Pages: 8

I. PURPOSE

The purpose of this policy is to define the responsibilities and position of the Chief of Police as the highest ranking member of the Fayetteville Police Department, to designate command during his absence, to establish the agency's organizational structure, to ensure chain and unity of command, to delineate responsibility, to delegate authority, and to make supervisors accountable for the performance of subordinates [CALEA 11.1.1].

II. POLICY

Employees shall observe and adhere to the organizational structure, functions, and direction of the police department.

III. ORGANIZATIONAL STRUCTURE AND FUNCTIONS

A. Chief of Police

1. The Chief of Police shall be appointed by the City of Fayetteville Mayor and shall report directly to him or her. The Chief of Police is the chief executive officer (CEO) of the Fayetteville Police Department, and he or she has the ultimate control over the appointment and supervision of all subordinate employees, and he or she is also responsible for the direction, planning, training and regulation of discipline within the police department [CALEA 12.1.1]. Additionally, the Chief of Police shall be responsible for all fiscal matters of the department [CALEA 12.1.1].
 - a. The Chief of Police shall directly supervise the following personnel:
 - (1) Deputy Chief of Police
 - b. In the event of an anticipated absence for an extended period of time, the Chief of Police shall designate in writing an "acting authority" [CALEA 12.1.2 a.].

B. Deputy Chief of Police

1. The Deputy Chief of Police is appointed by, and shall report directly to, the Chief of Police. When mandated by the Chief of Police, the Deputy Chief of Police

shall assume all responsibilities as the department's chief executive officer (CEO) [CALEA 12.1.2a, 12.2.1c].

2. The Deputy Chief of Police shall coordinate the activities of the following divisions [CALEA 11.1.1]:
 - a. Patrol Division
 - b. Criminal Investigations Division
 - c. Administration Division
 - d. Records Division
 - e. Central Dispatch Center

C. Patrol Division Captain

1. The Patrol Division Captain is appointed by the Chief of Police and shall directly report to the Deputy Chief of Police. When mandated by the Chief of Police, the Patrol Captain shall assume all responsibilities as the department's chief executive officer (CEO) [CALEA 12.1.2a].
2. The Patrol Division is responsible for responding to calls for service, crime prevention, preliminary criminal investigations, criminal apprehension, traffic enforcement, motor vehicle collision investigation, and community interaction.
3. The Patrol Division Captain shall coordinate the activities of the Patrol Division, and is responsible for the following units [CALEA 11.1.1]:
 - a. Day Shift Patrol- Responsible for covering day hours as assigned by the Chief of Police and supervised as follows:
 - (1) The Day Shift Lieutenant is responsible for the supervision of the shift and sergeants assigned to the shift;
 - (2) Sergeants assigned to the shift are responsible for the direct supervision of patrol officers.
 - b. Night Shift Patrol- Responsible for covering night hours as assigned by the Chief of Police and supervised as follows:
 - (1) The Night Shift Lieutenant is responsible for the supervision of the shift and sergeants assigned to the shift;
 - (2) Sergeants assigned to the shift are responsible for the direct supervision of patrol officers.
 - c. Special Units-Responsible for the monitoring and scheduling of special events and other functions as assigned such as School Resource Officers and Motor Officers, supervised as follows:
 - (1) Special Units Lieutenant is responsible for the supervision of this function.
 - (2) Sergeants assigned to this function are responsible for the direct supervision of officers assigned.

D. Criminal Investigation Division (CID) Captain

1. The Criminal Investigation Division Captain is appointed by the Chief of Police and shall directly report to the Deputy Chief of Police. When mandated by the Chief of Police, the Criminal Investigation Captain shall assume all responsibilities as the department's chief executive officer (CEO). [CALEA 12.1.2a]

2. The Criminal Investigation Division Captain shall coordinate the activities of the Criminal Investigation Division, and is responsible for the following units [CALEA 11.1.1]:
 - a. Criminal Investigations Unit- Primarily responsible for major crimes investigations such as homicide, rape, aggravated assault, burglary, forgery, etc. involving adult victims and suspects, and this unit is supervised as follows:
 - (1) The CID Lieutenant is responsible for the supervision of Criminal Investigations, and a sergeant assigned to this unit;
 - (2) A sergeant assigned to this unit is responsible for the direct supervision of detectives and support personnel.
 - b. Special Investigations Unit- Primarily responsible for investigations of crimes committed by or against persons under the age of 18, along with crimes involving computers, internet crimes-against-children, domestic violence, and issues involving the mentally ill. This unit is supervised as follows:
 - (1) The CID Lieutenant is responsible for the supervision of the Special Investigation Unit and a sergeant assigned to this unit;
 - (2) A sergeant assigned to this unit is responsible for the direct supervision of detectives and support personnel.
 - c. Narcotics Unit- Primarily responsible for investigations of drug trafficking and narcotics related crimes, and this unit is supervised as follows:
 - (1) The CID Lieutenant is responsible for the supervision of the Criminal Investigation Division and a sergeant assigned to this unit;
 - (2) A sergeant assigned to this unit is responsible for the direct supervision of detectives and support personnel.
 - d. Property and Evidence- Responsible for the storing, safeguarding, classification, retrieval and disposal of seized, found or recovered property and evidence. Their other duties include maintaining and issuing certain police equipment, and this unit is supervised as follows:
 - (1) A civilian Property and Evidence Manager is responsible for the supervision of this function and directly supervises civilian evidence technicians.

E. Administration Division Captain

1. The Administration Division Captain is appointed by the Chief of Police and shall directly report to the Deputy Chief of Police. When mandated by the Chief of Police, the Administration Captain shall assume all responsibilities as the department's Chief Executive Officer (CEO) [CALEA 12.1.2a].
2. The Administration Division Captain is responsible for planning and coordinating the activities of the division and is responsible for the following units [CALEA 11.1.1]:
 - a. Warrants Division- Responsible for serving criminal summons, subpoenas, and warrants issued by the Fayetteville District Court, and this unit is supervised as follows:
 - (1) The Administrative Lieutenant is responsible for the supervision of the Warrants Division and the direct supervision of the sergeant assigned to this unit;

- (2) A sergeant is assigned to this unit and is responsible for the direct supervision of warrants officer(s) and civilian clerk(s).
- b. Office of Professional Standards- Responsible for investigations of officer involved shootings, alleged complaints of employee misconduct or wrongdoing, and monitoring the department's personnel early warning system. This unit is supervised as follows:
 - (1) The Administrative Lieutenant is responsible for coordinating and delegating investigative activities of this unit to specially selected and trained investigators.
- c. Training Division-Responsible for recruiting and training police recruits, and instructing and scheduling employees for department and state mandated training. This unit is supervised as follows:
 - (1) The Administrative Lieutenant is responsible for the supervision of the Training Division and the direct supervision of the sergeant assigned to this unit;
 - (2) A sergeant is assigned to this unit and is responsible for the direct supervision of firearms instructors and Field Training Officers.
- d. Public Information Officer/Community Policing Division- Responsible for the dissemination of information for the Police Department to the public and working closely with the community in creative ways to solve problems associated with crime and help improve the overall quality of life in our community. This unit is supervised as follows:
 - (1) The Administrative Lieutenant is responsible for the supervision of the PIO/Community Policing Division and the direct supervision of the sergeant assigned to this unit;
 - (2) A sergeant is assigned to this unit and is responsible for the direct supervision of officers.
- e. Accreditation-Responsible for the direction of the department's accreditation program. This unit is supervised as follows:
 - (1) The Administrative Lieutenant is responsible for the supervision of the accreditation unit and the direct supervision of the sergeant assigned to this unit;
 - (2) A sergeant is assigned to this unit and is responsible for the direct supervision of the accreditation program.
- f. Information Technology-Responsible for the direction of the department's Information Technology Unit. The unit is supervised as follows:
 - (1) An Information Technology Manager is responsible for the supervision of the Information Technology Unit and the direct supervision of the systems analyst;
 - (2) A systems analyst is assigned to this unit and is responsible for assistance to the Information Technology Manager.

F. Records Division

- 1. The Records Division provides general maintenance and data entry for the police department and is responsible for the collection of monies for traffic citations and fines adjudicated by Fayetteville District Court. The management team is responsible for assisting the Chief of Police with the preparation of the annual

budget and capital improvement program. The Records Division is supervised as follows:

- a. A civilian Support Services Manager is responsible for the management of the Records Division and the direct supervision of the Assistant Support Service Manager.
- b. An Assistant Support Services Manager is responsible for the management of the Records Division and the direct supervision of the Records Coordinator.
- c. A Records Coordinator is responsible for the direct supervision of the senior support specialists, support specialists, and records clerks.

G. Central Dispatch Center (CDC)

1. The CDC is the Primary Answering Point (PSAP) for Fayetteville 9-1-1 and non-emergency calls. CDC is responsible for dispatching police, fire, and city services as needed and ensuring all calls for service are promptly and efficiently handled. CDC is supervised as follows:
 - a. A civilian Dispatch Manager is responsible for the management of the Central Dispatch Center, which is a 24-hour operation, and direct supervision of the Assistant Dispatch Manager.
 - b. A civilian Assistant Dispatch Manager is responsible for the direct supervision of Lead Dispatchers and the Central Dispatch Center.
 - c. Lead Dispatchers are assigned to each one of the three shifts, and they are responsible for the direct supervision of civilian dispatchers.

IV. DIRECTION

A. CHAIN OF COMMAND

1. The chain of command is the clear line of authority from the Chief of Police to every employee that facilitates effective decision-making and organizational communication. Employees shall utilize, recognize and respect the chain of command in all official actions, as designated in the order of rank.

B. Order of Rank

1. The order of rank of sworn members of the department shall be as follows and shall specify chain of command [CALEA 11.1.1, 12.1.2 d.):
 - a. Chief of Police
 - b. Deputy Chief of Police
 - c. Captain
 - d. Lieutenant
 - e. Sergeant
 - f. Corporal
 - g. Officer

C. Unity of Command

1. Each member is accountable to only one (1) supervisor at any given time. Each member shall be responsible, or accountable to, his or her regular immediate

supervisor, except when working on a special assignment, incident or temporarily assigned to another unit. In such cases, the member shall be accountable to the first-line supervisor in charge of the assignment or incident. Similarly, each organizational component shall be under the direct command of only one (1) supervisor as shown on the departmental organizational chart. The Administration Division Captain shall maintain the department's organizational chart, and it is located on the department's network drive.

2. At times, a commanding officer may be required to give a lawful order to a member, or component, that is outside of his/her normal chain of command. In such cases the rank will be respected, and the order shall be obeyed [CALEA 12.1.3].

D. Supervisory Responsibility

1. Supervisory personnel shall be responsible for maintaining the department's high level of standards and shall be held accountable for the activities and performance of employees under their immediate supervision [CALEA 11.3.2].
2. In order to achieve the basic goals and objectives of the Fayetteville Police Department, each supervisor must effectively direct, coordinate, and control the performance of each employee under his immediate supervision.
3. It shall be the policy of the Fayetteville Police Department to assign supervisory personnel with peripheral assignments at the order of the Chief of Police in addition to their primary responsibility of supervising subordinates so that department goals and plans are being performed properly according to policies and procedures. This duty roster is maintained by the Patrol Captain, and it is located on the department's network drive.

E. Lawful Order of a Supervisor

1. All employees shall promptly and to the best of their ability carry out any lawful orders directed by a supervisor, including any order relayed from a supervisor by an employee of the same or lesser rank. A "lawful order" is an order which employees should reasonably believe to be in keeping with the performance of their duties [CALEA 12.1.3]:
 - a. Employees shall not obey any order which they know or should know would require them to commit any illegal act;
 - b. Insubordination shall include conduct directed at a superior officer which is disrespectful, mutinous, insolent, or abusive in nature;
 - c. Supervisory personnel shall retain a proper reserve and respect in all official relations with subordinates, being careful to abstain from violent or abusive language in giving orders or direction to subordinates.

F. Conflicting Orders

1. In the event an employee receives an order which is in conflict with a previous order, rule, regulation, or directive, the employee shall immediately and respectfully inform the supervisor issuing the order of the conflict [CALEA 12.1.3].

- a. If the supervisor does not alter or retract the conflicting order, the most recent order shall stand and the responsibility for the conflict shall be placed on the supervisor. The employee shall not be held responsible for disobedience of the order.
- b. The employee shall advise his immediate supervisor through departmental correspondence of the situation surrounding the conflicting order and the supervisor shall resolve the situation.
- c. The Chief of Police shall be provided a copy of all correspondences concerning the conflicting order and resolution.

G. Authority and Responsibility [CALEA 11.3.1]

1. All personnel shall exercise such authority as is commensurate with their responsibilities to perform the tasks and duties described in their job description [CALEA 11.3.1 a.].
2. All personnel shall be responsible for that authority which is delegated to them and shall be held accountable for the exercising of that authority [CALEA 11.3.1 b.].

H. Succession of Command

1. The assignment as "acting authority" may be used where the Chief of Police anticipates his absence due to training, vacation, temporary physical or mental inability, or other short-term unforeseeable absences [CALEA 12.1.2 a].
 - a. In the absence of the Chief of Police, the Deputy Chief of Police will assume the duties as the Chief of Police's acting authority.
 - b. In normal day-to-day operations, command protocol shall be by order or rank within the division or function of the particular operation [CALEA 12.1.2 d.].
 - c. For exceptional situations that arise (special events, University of Arkansas sporting events, etc.), command protocol shall be by order of rank, and seniority within the rank, if two or more are present of the same rank [CALEA 12.1.2 b.].
 - d. For situations that involve personnel of different functions engaged in a single operation, command protocol shall also be by order of rank, and seniority within the rank [CALEA 12.1.2 c.].
 - e. Incident Command System (ICS) protocol will be followed in the transfer of command (see policy 46.1.2 Critical Incidents).

I. Functional Communication

1. Staff Meetings: The Chief of Police or his designee will conduct a staff meeting as needed:
 - a. Time will be set-aside at the end of the staff meeting for discussing areas of special interest to staff members.
 - b. The staff meeting will include those individuals whose presence is deemed necessary.
2. Cooperation
 - a. The department shall strive to maintain good internal communication and encourage full cooperation among organizational components. To that end,

regular meetings are suggested among personnel of separate organizational components to provide an effective network of personnel communication.

- b. Other means of personnel communications are available for use including patrol shift briefings, staff meetings, Labor-Management Team meetings, e-mail, voice mail, and the exchange of daily bulletins/memorandums.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 12.2.1 Policies, Procedures, & Rules Development & Review Procedures	Effective Date: September 4, 2012
Reference:	Version: 1
CALEA: 12.2.1, 12.2.2	No. Pages: 3

I. PURPOSE

The purpose of this directive is to establish procedures for development of new or revised department policies, procedures, and rules. Departmental General Orders and Memorandums will also be covered in this policy [CALEA 12.2.1 d.].

II. POLICY

- A. It shall be the policy of the Fayetteville Police Department that its members receive written communications in an orderly manner so that accurate information flows smoothly throughout the organization. For the purpose of clarification [CALEA 12.2.1 d.]:
 1. A "Policy, Procedure, & Rule" is a written directive concerning policies, procedures, and rules for department personnel which must be approved by the governing body of the municipality (Arkansas Code Annotated 14-51-302). A "Policy, Procedure, & Rule" is an overall plan that embraces the general goals and acceptable procedures of the department often for specific topic areas. It maintains an outline format and is chronological in number sequence and by topic area [CALEA 12.2.1 d., f., g.].
 2. A "General Order" is a written statement defining in more specific terms the procedures for day-to-day operation of the department. General Orders are approved and issued by the Chief of Police as necessary for maintaining an efficient operation. General Orders are intended to greatly benefit an officer by giving more specific details for a particular subject but maintain the spirit of the more formal Policies, Procedures, & Rules which require approval of City Council. A "General Order" maintains an outline format and is chronological in numerical sequence [CALEA 12.2.1 d., h.].
 3. "Memorandums" are written directives issued by the Chief of Police or other supervisors of the police department providing instruction and direction for department personnel. "Memorandums" are written in most cases in narrative format with a standard memorandum heading [CALEA 12.2.1 c., d., h.].

4. Rules and Regulations are specific guidelines to which all employees must adhere. Rules and regulations are usually part of the City of Fayetteville written directives system [CALEA 12.2.1 g.].
 5. Officers identifying the necessity for changes or additions to policy and general orders shall forward such recommendations through the chain of command to the Administrative Division.
 6. The Chief of Police has the authority to issue, modify, or approve policies in order to seek approval by resolution of the City Council and has the authority to issue, modify, or approve general orders [CALEA 12.2.1 b.].
 7. "Policies, Procedures, and Rules" will contain a standardized heading and will include the following sections when applicable [CALEA 12.2.1 d.]:
 - a. Subject line containing policy number and policy title;
 - b. Effective date line containing effective date;
 - c. Reference line for references to include other departmental directives, state law, etc;
 - d. Version line containing the version number of policy;
 - e. CALEA reference line containing applicable CALEA standard numbers;
 - f. Page number section containing number of pages.
 8. "General Orders" will also contain a standardized heading section and will include the following sections when applicable [CALEA 12.2.1 d.]:
 - a. General Order Sequential number assigned to the document;
 - b. Subject line including the title of general order;
 - c. Cross-reference line including other directive or law references;
 - d. Date approved by Chief of Police;
 - e. Chief of Police's typed name and signature.
- B. The following method will be used for review of newly proposed or revised "Policies, Procedures and Rules" and "General Orders":
1. The Chief of Police will assign ranking members of the department to policy review that will include the identification of policy needs, writing new policy, updates, indexing, purging, and revisions [CALEA 12.2.1 e.]:
 - a. "Policies, Procedures, and Rules" and "General Orders" will be indexed by numeric title and provided subject titles as well. Each type will be maintained in their system. An index will be maintained for personnel to locate documents by subject type.
 - b. The department recognizes updating is necessary to the written communication system. Written communications that become obsolete and cannot be revised will be formally purged from our system.

- (1) "Policies, Procedures, and Rules" identified to be purged will be approved by the Chief of Police and then also approved by the governing body of the municipality.
 - (2) "General Orders" identified to be purged will be approved by the Chief of Police.
 - c. The department recognizes revising is also necessary to the written communication system. Revisions that are identified as necessary are required to go through the same procedures for completion as are required for new documents.
2. The ranking members assigned to policy review will analyze and research policy needs to ensure policies meet all governing standards, suit the operations of this department, and do not contradict other agency directives or law [CALEA 12.2.1 i.].
 3. The following shall have the opportunity to review new or updated policies, procedures, and rules and provide feedback prior to approval by the City Council:
 - a. Mayor;
 - b. City Legal Staff;
 - c. All employees of the department.
- C. Dissemination and Storage of Policies and General Orders [CALEA 12.2.2]
1. The department's written policies and general orders will be stored in the agency's policy management software system [CALEA 12.2.2 b.]:
 - a. The agency's policy management software system will be accessible to all personnel.
 - b. Hard copies of the entire computer manual will be placed in Administration and in the officers' squad room.
 - c. The manual will be kept up to date regarding any changes that are made in policies or general orders by the Administrative Captain or his/her designee.
 - d. The dissemination of existing, new, and newly revised directives to all personnel will be accomplished through the agency's policy management software system [CALEA 12.2.2 a.].
 - e. The policy management software system will log receipt and review of disseminated directives [CALEA 12.2.2 c].

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 22.2.8 Military Activations	Effective Date: July 7, 2015
Reference: 1.3.1, City of Fayetteville Military Leave Policy	Version: 1
CALEA: 22.2.8	No. Pages: 3

I. PURPOSE

The purpose of this policy is to establish a plan for personnel with military activations exceeding 90 180 days for pre-deployment, deployment, and post-deployment.

II. POLICY

Situations involving military deployment orders can arise suddenly. The best practice is effective communication from the Fayetteville Police Department to the employee and his or her family prior to a deployment, during the deployment, and following a deployment. Having a strong point of contact throughout the deployment period will help ensure a seamless transition. To the extent possible, the deployed employee should be notified of agency news, significant events, and promotions or promotion opportunities. Rights, responsibilities, and minimum requirements are outlined in statutory law, most notably but not limited to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

III. DEFINITIONS

- A. Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)- a federal statute that protects service-members' and veterans' civilian employment rights. USERRA provides that returning service-members will be able to return to their jobs with their same pay, benefits, and status that they would have attained had they not been absent for military service.

IV. PROCEDURES

- A. Department's Point of Contact [CALEA 22.2.8 a.]
 - 1. The department's point of contact will be the Administrative Captain:
 - a. The Administrative Captain will strive for effective communication between the police department and the deployed employee and will be allowed to utilize any resource available to accomplish this mission [CALEA 22.2.8 g.].
 - b. The Administrative Captain will ensure the deployed employee is periodically notified of agency news, significant events, and promotions [CALEA 22.2.8 g.].
 - c. The Administrative Captain will track the department's promotional opportunities and notify the deployed employee of those promotional opportunities that are

relevant to him / her. The Administrative Captain will keep the Fayetteville Police Department Administration and the city's Human Resources Division advised of such promotional opportunities affecting deployed members of the department to ensure promotional processes are compliant with federal and state laws. [CALEA 22.2.8 g.].

B. City of Fayetteville Human Resources Point of Contact [CALEA 22.2.8 b.]

1. The City of Fayetteville Human Resources Division point of contact will be the Human Resources Benefits Administrator. A deployed employee may make contact with the Human Resources Benefits Administrator while on leave to obtain information, request assistance, or to have questions answered [CALEA 22.2.8 g.].

C. Processing Prior to Military Deployment [CALEA 22.2.8 c.]

1. A regular department member, who is a member of the National Guard or reserves of the United States Armed Forces, who is deployed for the purpose of entering any branch of the United States Armed Forces for a period exceeding 180 90 days shall be placed in military active duty status and granted a leave of absence.
 - a. Reasonable advance notice of impending military leave should be provided by the employee and a copy of the orders should be submitted to the Administrative Captain through the employee's chain of command. The Administrative Captain will ensure a copy of the orders will be given to the Human Resources Division.
 - b. Employees must comply with the City of Fayetteville's Military Leave Policy.
 - c. If available, the employee should provide the Administrative Captain with the name and contact information for the employee's military commanding officer for situations where communication may become difficult. The employee should also provide email addresses, additional phone numbers, addresses, and reaffirm contacts remaining stateside [CALEA 22.2.8 g.].
 - d. The employee will have an exit interview prior to deployment with the Chief of Police or his/her designee, if the timing of the deployment permits [CALEA 22.2.8 c.].

D. Storage of Agency Owned Equipment During Deployment [CALEA 22.2.8 d.]

1. If an opportunity is provided, the employee shall meet with his / her supervisor to determine storage of agency owned equipment during the deployment. The supervisor will forward the information upward through the chain of command.
 - a. If the employee has other items or assigned resources that for the benefit of the department need to be temporarily reassigned, the supervisor will identify such items with the employee and reassign such items after consulting with his/her chain of command.
 - b. The employee may also provide additional items to the department through his/her supervisor that the employee wants to be safely secured at the department during the deployment.

E. Processing Upon Return From Deployment [CALEA 22.2.8 e.]

1. It shall be recognized that members returning from military deployment, particularly those having been involved in combat operations, may have specialized needs.
 - a. Traditional Employee Assistance Programs (EAP) may not sufficiently meet the needs of returning military members/police officers.
 - b. The department shall consider all locally available and feasible resources to meet the returning employee's needs.
 - c. The returning employee will be provided access to the Human Resources Benefit Administrator.
 - d. The returning employee will have a return interview with the Chief of Police or his / her designee.
- F. Initial and/or Refresher Training, Weapons Requalification, and Steps for Reintegration as Appropriate [CALEA 22.2.8 f.]
1. As stated in Policy 1.3.1, any officer returning to duty after an absence exceeding three months shall report to the Training Division for **refresher** ~~remedial~~ weapons training and successfully complete a CLEST approved qualification course prior to being permitting to return to full duty.
 2. On a case by case basis and depending on the employee's time away from department during the deployment, the Training Coordinator shall determine the training needs of the returning employee and establish a plan to provide the training to him/her. Documentation of the training will be kept in the employee's training file.
 3. The Chief of Police or designee may decide to assign a field training officer to the returning employee after prolonged deployments. The Training Coordinator will provide a written reintegration training plan on each returning employee after a review of relative information including assignment and time away from the department. The assigned field training officer will evaluate the returning employee's performance to correspond with the Training Coordinator's reintegration plan. The Training Coordinator will communicate progress to the Chief of Police through the chain of command. After the returning employee has successfully completed the reintegration plan, the employee will return to regular duty. Documentation of the training will be kept in the employee's training file.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 25.1 Grievance Procedures	Effective Date: October 4, 2011
Reference:	Version: 1
CALEA: 25.1.1, 25.1.2, 25.1.3	No. Pages: 3

I. Purpose

The purpose of this directive is to ensure the Fayetteville Police Department will provide fair, equitable and clearly defined means for the resolution of grievance. All employees and supervisors shall be accorded reasonable opportunity to present the facts bearing on a grievance. Grievances will remain confidential between the aggrieved employee and all others directly involved in the resolution of the grievance. This formal grievance procedure is not intended to prevent employees from utilizing other means of recourse.

II. Procedure

- A. An aggrieved matter is an issue relating to the employee's working conditions affecting health, safety, job satisfaction, availability of tools or equipment necessary to perform work or other matters related to job performance. It must be a matter within the control of the department and set forth a clear indication of unfairness resulting in harm or damage to the aggrieved employee [CALEA 25.1.1 a.].
- B. Items not aggrieved under this policy include but are not limited to discrimination and harassment complaints, disciplinary actions, Office of Professional Standards investigations, job performance evaluations, and terminations.
- C. An employee who, after discussing an issue with an immediate supervisor and is not satisfied with the answer, may file a grievance in writing. The grievance must be filed within 10 calendar days after the employee becomes aware of the issue to be grieved [CALEA 25.1.1 b.]. Failure to submit a written grievance within this time limit, or to appeal the grievance to the next level within stated time limits, constitutes abandonment of the formal grievance process. A grievance may be terminated at any time upon receipt of a signed statement from the employee.
- D. Grievances shall be submitted in writing and shall include [CALEA 25.1.1 c.):
 - 1. A written statement of the grievance and facts upon which it is based,
 - 2. Allegations of the specific violation and/or harm done, and
 - 3. A statement of remedy or adjustment being sought.

- E. Personnel shall submit the grievance to their immediate supervisor [CALEA 25.1.1 a.].
1. If the grievance is with ~~the immediate~~ a department supervisor, it shall be submitted to the next level of supervision in the chain of command [CALEA 25.1.1 d.].
 2. The supervisor receiving the grievance shall notify the division captain or division head in writing [CALEA 25.1.1 d.].
 3. Each level of supervision should acknowledge receipt of grievance by noting time, date and person receiving the grievance.
 4. Upon receipt of a grievance, a supervisor has 10 calendar days to attempt the resolution of the grievance [CALEA 25.1.1 d.].
 5. The facts or allegations should be carefully analyzed and affirmed or denied in writing.
 6. If the employee is not satisfied with the response, the employee, within five calendar days, may appeal the grievance following the chain of command to the next level of supervision [CALEA 25.1.1 a, b.]. Any subsequent appeal should be filed with a higher level of supervision within the chain of command up to the Chief of Police [CALEA 25.1.1 a.]. Each appeal should be resolved within 10 calendar days running from the time of appeal [CALEA 25.1.1 b, d.].
 - ~~a. The An initial appeal should be filed with the supervisor of the person who handled the initial grievance, deciding on the preceding resolution.~~
 - ~~b. Any subsequent appeal should be filed with the ruling person's supervisor up to the Chief of Police.~~
 - ~~c. Each appeal should be resolved within 3 calendar days running from the time of the appeal [CALEA 25.1.1 d.].~~
 7. The Chief of Police is the final authority of appeal of any grievance [CALEA 25.1.1 a.].
 8. If the grievance is against the Chief of Police, it shall be submitted to the City of Fayetteville Mayor [CALEA 25.1.1 d.].
- E. Employees are not entitled to representation by legal counsel during a grievance proceeding; however, the employees are allowed to have a non-participating representative with them during the proceeding [CALEA 25.1.1 e.].
- F. In the event of a policy conflict, the topic specific policy shall supercede this policy.

III. Coordination

- A. The Office of Professional Standards shall be responsible for coordination of grievance procedures [CALEA 25.1.2].
1. Copies of grievances and their investigations shall be filed electronically by name and date with the Office of Professional Standards and kept indefinitely.
 2. Due to the sensitivity of such records, access to grievance documents shall be limited to the Chief of Police or his/her designees.

3. The supervisor of the Office of Professional Standards shall conduct an annual analysis of grievances and file a report with the Chief of Police [CALEA 25.1.3].

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 33.1 Training	Effective Date: November 19, 2013
Reference:	Version: 2
CALEA: 33	No. Pages: 7

I. Purpose

The purpose of this directive is to establish procedures for the Fayetteville Police Department training program. The training program should be administered with three overall purposes in mind. First, well trained officers and non-sworn employees are generally better prepared to act decisively and correctly in a broad spectrum of situations. Second, training results in greater productivity and effectiveness. Third, training fosters cooperation and unity of purpose.

II. Policy

A. Administration

1. The training function of Fayetteville Police Department will be administrated by the Training Coordinator.
 - a. The Training Coordinator is the supervisor assigned to the Training Division.
 - b. The Training Coordinator's function is to ensure that the quality and quantity of training meet the goals of the department.
 - c. The Training Coordinator shall develop and evaluate training needs based on input from each division.
 - d. The Training Coordinator, although not in charge of every training requirement of the department, shall assist as needed with training needs in each division of the department.
2. The following guidelines will apply to training attendance: [CALEA 33.1.2]
 - a. The Training Coordinator will notify supervisors of upcoming training as soon as possible so that all personnel who may be required to attend the training will have as much advanced notice as possible. Supervisors will ensure information is disseminated to affected personnel in a timely manner.
 - b. The Training Coordinator or supervisor may grant exceptions to attendance for reasonable excuses of conflicting nature to include court appearance, illness, departmental business and personal emergency. Personnel unable to attend mandatory training will be required to attend a scheduled make-up training session.

- c. The Training Coordinator will document training attendance of all sworn personnel and for all training programs training for the department with the exception of Central Dispatch Center (CDC) personnel. A designated dispatch supervisor will be responsible for documenting training attendance for their division. Training implemented by any division managers that is not coordinated by the Training Coordinator will be recorded by the corresponding division manager. It is the responsibility of the division managers to notify the Training Coordinator about the training, so the employee's training records can be updated to reflect their attendance in training programs. As personnel complete training programs, the date of the training, the types of training received, any certificates received, attendance, and any applicable test scores should be recorded [CALEA 33.1.6].
 - d. ~~Course coordinators will ensure that documentation of personnel who successfully complete any training course is submitted to the Training Coordinator. The Training Coordinator will then update the employee's training file and will ensure that the proper course documentation is forwarded to the Arkansas Commission on Law Enforcement Standards and Training (CLEST) [CALEA 33.1.6].~~
 - e. All Fayetteville Police Department personnel attending training courses outside the department shall submit documentation of attendance to the Training Coordinator with the exception of CDC. A designated dispatch supervisor shall handle these responsibilities for CDC Dispatch personnel, or to their division manager in the case of Dispatch, Records, Evidence, or IT. [CALEA 33.1.6].
 - f. Reimbursements to employees attending training in respect to mileage, meals, housing, fees, books or materials will be provided in accordance with the City of Fayetteville's Travel and Training Policy of the City of Fayetteville [CALEA 33.1.3].
 - g. The refusal or failure to complete the assigned training can result in disciplinary action against the employee.
3. Lesson plans for all training courses conducted by the Fayetteville Police Department will include the following: [CALEA 33.1.4 a-d]
- a. A statement of performance and job related objectives.
 - b. The content of the training and specification of the appropriate instructional techniques.
 - c. A process for approval of lesson plans must include:
 - (1) Submission to the Training Coordinator or respective division manager.
 - (2) Training Coordinator or respective division manager will review the lesson plan to ensure it includes each requirement.
 - (3) Training Coordinator or respective division manager approval of lesson plan.
 - (4) Submission and acceptance by formal certification body when required or applicable, i.e. CLEST.
 - d. Identification of tests used in the training process.

4. The department recognizes remedial training may be necessary to ensure employees do not suffer from deficiencies in basic skills, knowledge and abilities required to perform their assigned tasks: [CALEA 33.1.5]
 - a. When, based on sound evidence, a supervisor has identified by testing or inspecting job performance that an employee has demonstrated a deficiency in basic ability to perform assigned tasks, and the supervisor has reason to believe that such deficiency may be corrected, he may direct that employee, in writing, to attend a specific remedial training program [CALEA 26.1.4(a)].
 - b. The supervisor will identify such programs through the Training Coordinator or division manager.
 - c. As soon as is practical, the employee will take part in a training session to address the noted deficiency.
 - d. Failure by the employee to correct the deficiency may result in disciplinary action.
5. It is important the Fayetteville Police Department maintain records of each training class it conducts, document employee participation and, at a minimum, record the following: [CALEA 33.1.6]
 - a. Course content in the form of lesson plans provided by course instructors [CALEA 33.1.7 a].
 - b. Names of agency attendees [CALEA 33.1.7 b].
 - c. Performance of individual attendees as measured by tests, when administered [CALEA 33.1.7 c].

B. Police Training Academy

1. All officers of the Fayetteville Police Department must meet mandatory basic training requirements. The department will meet the following requirements that apply and will maintain a positive relationship with the state's training academies: [CALEA 33.2.3]
 - a. As required by Arkansas Statute 12-9-106, the Fayetteville Police Department will utilize state approved law enforcement training academies for the purpose of providing basic training to all officers.
 - b. The Training Coordinator, in a liaison role, is responsible for maintaining a positive working relationship with the staff of the state's law enforcement training academies [CALEA 33.4.3 d].
 - c. As set forth in Arkansas Statute 12-9-107, the Training Coordinator will provide input to the Arkansas Commission on Law Enforcement Standards and Training (CLEST) regarding the academies' curriculum.
 - d. As prescribed in Arkansas Statute 12-9-107, the expenses of attending the basic training at state academies shall be furnished by the state. The department will be responsible for officers' salary and travel related to attending the state academy.
 - e. Newly hired officers are considered full-time employees of the City of Fayetteville and shall retain all the benefits thereof.

2. Newly hired officers will participate in a departmental orientation period overseen by the Training Coordinator in addition to academy requirements to include: [CALEA 33.2.4]
 - a. An overview of the operations of the Fayetteville Police Department, an introduction to the local criminal justice system, defensive tactics and an introduction to firearm safety and proficiency.
 - b. A portion of the orientation will be dedicated to the study of the Fayetteville Police Department's Policies, Procedures and Rules with special emphasis to the policies concerning Use of Force, Pursuit Driving, Office of Professional Standards, Harassment in the Workplace and Racial Profiling Prohibited.

C. Training Implementation

1. Personnel assigned to the training function as instructors must be certified by the State of Arkansas and must receive training to include: [CALEA 33.3.1 a-e]
 - a. Lesson plan development
 - b. Performance objective development
 - c. Instructional techniques
 - d. Testing and evaluation techniques
 - e. Resource availability and use.
2. All officers of the Fayetteville Police Department will complete or have completed a basic law enforcement training academy program prior to assignment in any capacity in which the officer is allowed to carry a weapon or is in a position to make an arrest [CALEA 33.4.1].
3. In addition to completion of a basic law enforcement training academy program, newly sworn officers will also be required to complete a Field Training Officer (FTO) Program:
 - a. The FTO program curriculum is an ever-changing curriculum based on tasks of the most frequent assignment-associated duties of the officers [CALEA 33.4.2 a].
 - b. The Training Coordinator operates the FTO program and provides supervision of officers in training and the Field Training Officers [CALEA 33.4.3 c].
 - c. Each officer must meet achievement standards in the FTO program that are documented in the FTO manual and measure competency in required skills, knowledge and abilities [CALEA 33.4.2 b].
 - d. In addition to academy training, officers of the department must successfully complete a formal FTO program lasting a minimum of eighteen weeks. Officers with prior law enforcement experience may complete the FTO program in a minimum of twelve weeks, as determined by their level of competency and approved by the Chief of Police [CALEA 33.4.3 a].
 - e. While in the FTO program, officers will be scheduled in a rotation of shift assignments in order to provide them with various job experiences [CALEA 33.4.3 f].

4. Selection criteria and duties of Field Training Officers of the Fayetteville Police Department:
 - a. Candidates for Field Training Officer must have a minimum experience level of three years with the Fayetteville Police Department [CALEA 33.4.3 b.].
 - b. Field Training Officer candidates are selected based on leadership qualities demonstrated in the field and must satisfactorily complete a thirty-two hour course in Field Training and become certified by CLEST. Once field training officers have completed this mandatory course in Field Training, they shall be provided periodic in-service training by the Training Coordinator. These in-service trainings may be provided during FTO meetings, in briefings, and/or through remote forms of media training [CALEA 33.4.3 b, e].
 - c. Supervisors are encouraged to submit recommendations for future Field Training Officers to the Training Coordinator [CALEA 33.4.3 b.].
 - d. Officers who desire assignment to the Field Officer Training Program as FTOs must complete a Shift Change/Assignment Request Form and submit it to the Patrol Captain. This should include a statement documenting reasons the officer should be considered. A written recommendation from the officer's immediate supervisor must be attached [CALEA 33.4.3 b.].
 - e. Only officers recommended as a Field Training Officer will be considered. Submitted requests will be maintained on file for six months. Qualified officers will be considered for available FTO positions. Selection will be based on a combination of years of service, supervisor recommendation, and review of performance evaluations. The Training Coordinator will make FTO recommendations through the chain of command. The Chief of Police will ultimately determine assignments to the FTO program [CALEA 33.4.3 b.].
 - f. Field Training Officers will utilize the automated observation reports and training evaluation software ~~ADORE~~ program for the evaluation of recruits ~~follow the guidelines of the FTO Training Manual~~ and follow the direction ~~supervision~~ of the Training Coordinator when training an officer [CALEA 33.4.3 g].
 - g. Field Training Officers are responsible for documentation of the officer's progress and deficiencies and will work with other Field Training Officers in formal reporting to the Training Coordinator. Reporting responsibilities of Field Training Officers will be formally processed utilizing the training evaluation software ~~ADORE~~ program [CALEA 33.4.3 h].
5. Officers of the Fayetteville Police Department will be required to complete annual retraining through the following: [CALEA 33.5.1]
 - a. Annual retraining mandated by the State of Arkansas as coordinated through the training division.
 - b. Departmental Policy updates provided by Administration and through each employee's supervisor.
 - c. Legal updates on changes with emphasis on those changes that most affect law enforcement operations.
6. Shift Briefings have been a valuable and steady tool for the department to supplement the training function on a formal and informal basis: [CALEA 33.5.2]

- a. The Training Coordinator will be responsible for the supervision of all materials developed, produced and distributed during formal shift briefing training sessions.
 - b. All lesson plans for formal shift briefing training sessions must be implemented and scheduled through the Training Coordinator.
 - c. The Training Coordinator will maintain a record and copy of all formal shift briefing training session materials and lesson plans.
 - d. Any person or division providing formal shift briefing training sessions will be required to document attendees and, in turn, provide such documentation to the Training Coordinator and CLEST.
 - e. Informal shift briefings training sessions may be utilized as a means to offer refresher training. These sessions do not require the documentation described above and may be authorized as a shift supervisor deems necessary.
7. When applicable, the departments' Accreditation Manager(s) will ensure agency personnel shall receive information regarding the accreditation process: [CALEA 33.5.3]
- a. To all newly hired personnel within thirty days after beginning employment or within thirty days after completing the training academy [CALEA 33.5.3 a].
 - b. To all agency personnel during the self-assessment phase associated with achieving initial accreditation [CALEA 33.5.3 b].
 - c. To all agency personnel prior to an on-site assessment [CALEA 33.5.3 c].
 - d. These requirements may be achieved through the process of the Training Coordinator, the FTO Program, classroom instruction and orientation, via e-mail or memorandum.
 - e. Agency employees assigned to the position of Accreditation Manager shall receive formal training within one year of being appointed [CALEA 33.5.4].
8. Officers of the Fayetteville Police Department must meet specialized training requirement by position: [CALEA 33.6.1]
- a. Non-ranking officer assigned to specialized divisions other than patrol will be provided on-the-job training as overseen by that division's supervisor. In addition, training courses for this level of personnel will be identified by the supervisor and coordinated through the Training Coordinator.
 - b. Officers assigned to Motorcycle and Bicycle Patrol must successfully complete departmentally approved training prior to assignment in either capacity.
 - c. Officers assigned to the department's Emergency Response Team (ERT) must meet the specified requirements and training as outlined in Fayetteville Police Department Policy 46.2.1 [CALEA 33.6.2].
 - d. Officers assigned to the department's Crises Negotiation Team will train periodically and will be overseen by the team's respective supervisor.
9. Civilian employees of the Fayetteville Police Department must meet the following requirements related to training:

- a. Civilian employees must receive information regarding the agency's role, purpose, goals, policies and procedures [CALEA 33.7.1 a].
 - b. Civilian employees will receive information pertaining to working conditions, regulations, responsibilities and rights of employees [CALEA 33.7.1 b, c].
 - c. Civilian employees assigned to the Communications Division must successfully complete a comprehensive training program including lesson plans, examinations and exercises as well as attend ongoing monthly in-service training and seminars [CALEA 33.7.2].
 - d. Civilian employees assigned to the Records Division will be provided in-service training to include the issuance of a task specific training manual [CALEA 33.7.2].
10. The Career Development function of the Fayetteville Police Department shall be a central part of training and implemented using the following guidelines:
- a. All newly promoted personnel will receive job related training commensurate with their new duties either prior to promotion or within the first year following promotion [CALEA 33.8.2].
 - b. The department's career development program will further be strengthened and enhanced by formal training and under the direction of the Training Coordinator as well as formal educational opportunities through the City of Fayetteville Professional Development Leave. Education Reimbursement Policy when in effect [CALEA 33.8.3].

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 35.1.1 Performance Evaluation/Personnel Early Warning System	Effective Date: October 4, 2011
Reference:	Version: 1
CALEA: 35.1.1, 35.1.2, 35.1.3, 35.1.4, 35.1.5, 35.1.6, 35.1.7, 35.1.8, 35.1.9	No. Pages: 4

I. Purpose

The purpose of this policy is to establish the procedures that enable the Fayetteville Police Department to execute its performance evaluation and personnel early warning system. This policy is designed to support the City of Fayetteville's Policy and Procedure HR-06 "Performance Evaluation" and covers additional requirements of the Fayetteville Police Department not covered in the city's policy.

II. Policy

A. Probationary Employees

Probationary employees are officers in their first eighteen months of employment. A separate set of criteria is important in the rating of personnel on probation in order to determine, at the earliest point, their suitability for their current position [CALEA 35.1.3].

1. All probationary employees of the Fayetteville Police Department will be provided a written performance documentation ~~evaluation report quarterly~~ during the probationary period.
2. ~~The supervisor of the Field Training Officer Program will complete quarterly reports during the probationary period.~~ While attending the Arkansas Law Enforcement Training Academy, reports received from the academy's director will be reviewed and retained as performance documentation.
3. A "quarterly evaluation form" will be utilized and may be supported by FTO Daily Observation Reports (DOR) and ~~FTO six week phase reports.~~ While participating in the Field Training Program, Daily Observation Reports and End of Phase Reports that are completed by field training officers and reviewed by the Training Coordinator and retained as performance documentation.
4. Upon satisfactory completion of the academy and Field Training Program, probationary officers are assigned to a shift. The shift supervisors are responsible for documenting an annual performance evaluation supplemented by the aforementioned documents, as provided by the Training Coordinator.
5. ~~Upon satisfactory completion of the probationary period, the officer's shift supervisor will document performance through use of a memorandum to the Chief of Police.~~

B. Non-Probationary and Civilian Employees

1. Supervisors will be trained on how to do job performance evaluations through the City of Fayetteville Human Resources Division [CALEA 35.1.1 d].
2. Supervisors of non-probationary employees shall notify non-probationary employees in writing whenever their performance is deemed to be unsatisfactory [CALEA 35.1.6].
3. Non-probationary and civilian employees shall be evaluated yearly by their immediate supervisor utilizing the prescribed evaluation form [CALEA 35.1.2].
4. The employee's supervisor shall notify the employee whenever the employee's performance is deemed to be unsatisfactory.
5. Supervisors should be prepared to substantiate ratings at the unsatisfactory level, to advise the employee of unsatisfactory performance, and to define actions that should be taken to improve his or her performance.

C. Consultation with Employee

1. Each employee should be counseled at the conclusion of the rating period in the following areas [CALEA 35.1.7]:
 - a. Results of the performance evaluation. Supervisors should incorporate the results of the performance evaluation during the employee consultation [CALEA 35.1.7 a.].
 - b. Level of performance expected, rating criteria or goals for the new reporting period. Supervisors must provide goals for the new reporting period as required in the City of Fayetteville Performance Evaluation Form [CALEA 35.1.7 b.].
 - c. Career counseling relative to such topics as advancement, specialization, or training appropriate for the employee's position. The presentation of an employee's annual performance evaluation is an opportune time for supervisors to discuss these three topics and to discuss training needs and opportunities, educational opportunities, lateral transfer and promotional opportunities, and areas of achievement and areas for improvement [CALEA 35.1.7 c.].
2. A copy of the completed evaluation report will be provided to the employee by printed copy or electronic record [CALEA 35.1.5 e.]. The original evaluation will be filed in the employee's personnel file at the Human Resources Department [CALEA 35.1.5 g].

D. Appeals

The Chief of Police will be the final level of authority on appeals for personnel who contest an evaluation report [CALEA 35.1.5 f.]:

1. If an employee contests an evaluation report, an employee will have the right to appeal the evaluation report to the authoring supervisor's supervisor within ten calendar days of receipt of the evaluation.

2. At that point, the authoring supervisor's supervisor will conduct a review of the evaluation report to include corresponding documents and interviews of personnel involved.
3. If the authoring supervisor's supervisor determines any changes are required, they will be made part of the official evaluation report.

E. Rating Evaluation

Raters involved in completing evaluation forms on subordinates should be evaluated by their supervisors regarding the quality of ratings given employees [CALEA 35.1.8].

1. A section to conduct this evaluation is found in each Supervisor Performance Review Form.
2. As part of this evaluation, supervisors may also use the respective evaluator's comment section and goals section to describe the fairness and impartiality of ratings, participation in counseling rated employees, and their ability to carry out the rater's role as part of the performance evaluation system.

F. Personnel Early Warning System

1. The Fayetteville Police Department will operate a Personnel Early Warning System that will be maintained by the supervisor assigned to Officer of Professional Standards OPS [CALEA 35.1.9 a.]. The system is designed to attempt to identify and rectify an underlying problem an employee may be having which affects job performance; it is not designed to be utilized as a disciplinary tool.
 - a. The department will utilize software tracking system and document incidents per employee officer involving citizen complaints, disciplinary actions, use of force incidents, OPS reports, and employee officer involved traffic accidents.
 - b. The Personnel Early Warning System should both increase agency accountability and offer employees a better opportunity and understanding to meet the agency's goals.
2. The OPS supervisor shall monitor the Personnel Early Warning Tracking System and, when alerted, shall conduct a review of the circumstances causing the alert and make recommendations to the Chief of Police, if necessary. The Personnel Early Warning System may be activated under any of the following listed circumstances [CALEA 35.1.9 b].
 - a. An employee is the subject of four OPS complaints within an eighteen-month time span;
 - b. An employee is considered to be at fault in two collisions within a sixty-day time span;
 - c. An employee is involved in two pursuits in a sixty-day time span;
 - d. An employee is involved in five use of force incidents in a sixty-day time span;
 - e. An employee is involved in a combination of five of the aforementioned situations in a six-month time span.

3. The roles of first and second level supervisors, sergeants and lieutenants for sworn personnel, are critical in an effective Personnel Early Warning System [CALEA 35.1.9 d.].
 - a. First level supervisors, sergeants for sworn personnel, are charged with the day to day monitoring of each employee assigned under their command. Incidents described that apply to the Personnel Early Warning System should be documented and provided to the second level supervisor, lieutenants for sworn personnel.
 - b. Second level supervisors, lieutenants for sworn personnel, shall insure that this documentation is reported to the supervisor of OPS so the information can be documented into the Personnel Early Warning System and tracked for future use.
 - c. ~~Front~~ First line supervisors, sergeants for sworn personnel, may also be utilized for counseling with the employee and documentation that an employee is aware of a potential problem and is addressing the issue in an appropriate manner.
4. Remedial action, employee assistance, and peer counseling for an employee will ultimately be decided by Administration [CALEA 35.1.9 e, f].
 - a. The Personnel Early Warning System is designed to address escalating patterns of less serious misconduct with an end goal of preventing more serious cases of misconduct amongst employees.
5. The supervisor assigned to OPS will conduct a yearly evaluation of the Personnel Early Warning System and provide findings in a report to the Chief of Police [CALEA 35.1.9 c.].

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 41.2.5 Missing Persons	Effective Date: Pending
Reference: G.O. #24, #25, 42 USC 5779 (c), 44.1.1	Version: 1
CALEA: 41.2.5, 41.2.6	No. Pages 8

I. PURPOSE

The purpose of this policy is to establish guidelines and responsibilities regarding this agency's response to reports of missing persons and missing children investigations.

II. POLICY

This policy will define protocols in response to missing persons and will also define protocol required in missing children investigations.

III. MISSING AND UNIDENTIFIED PERSONS

A. Officers responding to an investigation of missing and unidentified persons will apply the following protocol [CALEA 41.2.5] [CALEA 41.2.6 e]:

1. If the missing person is determined to be a child, elderly [age 65 or older or an Alzheimer's/Dementia patient(s)] or disabled, the officer shall notify the supervisor and follow the guidelines set forth in appropriate Fayetteville Police Department General Order 24 and General Order 25 if applicable [CALEA 41.2.5 f.] [CALEA 41.2.6 b].
2. In cases of missing persons where foul play is suspected, the officer shall report this information to his supervisor who shall make notification to a supervisor of the Criminal Investigation Division [CALEA 41.2.5 f].
3. For all types of missing and unidentified person reports, officers will investigate without delay. These include at risk persons, missing adults, and missing children. The responding officer shall gather investigative information and a detailed description of the missing person and initiate the notification process through NCIC/ACIC. The officer shall immediately report that information to Central Dispatch Center. Central Dispatch Center shall immediately enter the missing person into the Arkansas Crime Information Center/National Crime Information Center (ACIC/NCIC). Upon locating the missing person, officers are responsible for providing the details of location to Central Dispatch Center for deletion from ACIC/NCIC. Central Dispatch Center shall remove located persons from ACIC/NCIC [CALEA 41.2.5 a, b, c].

4. Follow up investigation will be conducted by patrol and/or investigative personnel when necessary [CALEA 41.2.5 d, e]. Follow-up contact with the reporting persons is recommended after the initial reports and searches are made and later during investigation. This will keep the reporting persons informed and will provide the police investigation with any necessary updates [CALEA 41.2.5 d].
5. In each missing person report situation, officers and their supervisors will make a determination as to what type of field search effort will be undertaken. Requests for additional resources or coordination with other agencies may be necessary. Factors to be considered in this determination include:
 - a. Length of time that has passed since the disappearance;
 - b. Age and mobility of the missing person;
 - c. Infirmary and/or need for medication;
 - d. Suspicious circumstances to include foul play suspected.
6. Types of searches that may be used include, but are not limited to [CALEA 41.2.5e]:
 - a. At the time of report, officers should always begin with a search of the missing person's residence and surrounding area. Children in particular may be hiding or have gone unnoticed inside the residence;
 - b. Door-to-door (foot search making contacts with residents/passers-by);
 - c. Neighborhood canvas (larger scale foot and vehicle search);
 - d. Use of canine.
7. The supervisor will ensure the following information is collected, if known, and broadcasted [CALEA 41.2.5 a. b.]:
 - a. Name, race, sex, and date of birth;
 - b. Physical description;
 - c. Clothing description;
 - d. Physical/Mental disabilities;
 - e. Unusual circumstances;
 - f. Vehicle information.

IV. Missing Children

- A. It shall be the policy of this agency to thoroughly investigate all reports of missing children, including runaway, abandonment, abducted, unidentified children, or missing for other reasons. Additionally, every child reported missing to this agency will be considered at risk until significant information to the contrary is confirmed [CALEA 41.2.6 a.].
- B. Jurisdictional conflicts are to be avoided when a child is reported missing. If a missing child either resides in, or was last seen in this jurisdiction, this agency will immediately initiate the required reporting process. If a child resides in this jurisdiction and was last seen in another jurisdiction, but the law-enforcement agency covering that jurisdiction chooses not to take a missing-child report, this agency will assume reporting and investigative responsibilities. A supervisor will be notified of cases involving jurisdictional conflicts [CALEA 41.2.6 c.].
- C. Questions concerning parental custody occasionally arise in relation to missing-child reports. It shall be the policy of this agency to accept the report of a missing

child even if custody has not been formally established. Reporting parties shall be encouraged to obtain legal custody as soon as possible; however, since the safety of the missing child(ren) is paramount, members of this agency will open a case when it can be shown the child has been removed, without explanation, from his or her usual place of residence. If custody has not been established by the Court, then the law enforcement responsibility is to ensure the child is safe only.

- D.** Officers who encounter unidentified children shall make every attempt to identify the child and locate his/her parent or guardian. Officers must be alert to any evidence suggesting the child is the victim of a crime and take steps necessary to protect and secure any area identified as a potential crime scene. Officers should notify Central Dispatch Center and provide a complete description of the child. Officers shall notify the supervisor on duty of the circumstances surrounding the unidentified child. It shall be the responsibility of the on-duty supervisor to determine if the Criminal Investigation Division is to be notified. When officers identify the child, officers shall determine if the child is entered as missing in ACIC/NCIC records, and if so, officers should ensure the entry is revised to reflect the recovery of the child. When the parent or guardian is identified and located, officers shall investigate to determine the facts and circumstances to determine if it is safe to release the child to the parent or guardian. Officers shall submit a report documenting any encounter with unidentified children. Children who remain unidentified, alive or deceased, shall be entered into the ACIC/NCIC Unidentified Persons File by Central Dispatch Center.

E. DEFINITIONS

1. The term **missing child** refers to a person who is:
 - a. Younger than 21 years of age; and
 - b. Whose whereabouts are unknown to his or her custodial parent, guardian, or responsible party
2. A missing child will be considered at risk when one or more of the risk factors are present.
3. Risk Factors refer to a missing child who is:
 - a. 13 years of age or younger; or
 - (1) This age was designated because children of this age group have not established independence from parental control and do not have the survival skills necessary to protect themselves from exploitation on the streets.
 - b. Believed or determined to be experiencing one or more of the circumstances noted below:
 - (1) Is out of the zone of safety for his or her age and developmental stage.
 - a) The zone of safety will vary depending on the age of the child and his or her developmental stage. In the case of an infant, for example, the zone of safety will include the immediate presence of an adult custodian or the crib, stroller, or carriage in which the infant was placed. For a school-aged child the zone of safety might be the immediate neighborhood or route taken between home and school.

- (2) Has a mental or behavioral disability, or a medical condition. If the child is developmentally disabled or emotionally/behaviorally challenged, he or she may have difficulty communicating with others about needs, identity, or address. The disability places the child in danger of exploitation or other harm. Special considerations should be given to missing persons with autism spectrum disorders in that they are known to be drawn to bodies of water and areas of high vehicular traffic.
 - (3) Is drug dependent, including prescribed medication and/or illegal substances, and the dependency is potentially life-threatening.
 - a) Any drug dependency puts the missing child at risk. The diabetic or epileptic child requires regular medication or his or her condition may become critical. The abuser of illegal drugs, on the other hand, may resort to crime or become the victim of exploitations.
 - (4) Has been absent from the home for more than 24 hours before being reported to law enforcement as missing.
 - a) While some parents may incorrectly assume 24 hours must pass before law enforcement will accept a missing-person case, a delay in reporting might also indicate the existence of neglect, abuse, or exploitation within the family.
 - (5) Is in a life-threatening situation.
 - a) The environment in which the child is missing may be particularly hazardous. Examples of a dangerous environment could be a busy highway for a toddler, an all-night truck stop for a teenager, or an outdoor environment in inclement weather for a child of any age.
 - (6) Is in the company of others who could endanger his/her welfare.
 - a) A missing child in such circumstances is in danger not only of sexual exploitation, but also of involvement in criminal activity such as burglary, shoplifting, and robbery or other violent crimes.
 - (7) Is absent in a way inconsistent with established patterns of behavior and the deviation cannot be readily explained.
 - a) Most children have an established and reasonable predictable routine. Significant, unexplained deviations from that routine increase the probability of risk to the child.
 - (8) Is involved in a situation causing a reasonable person to conclude the child should be considered at risk.
 - a) Significant risk to the child can be assumed if investigation indicates a possible abduction, violence at the scene of abduction, or signs of sexual exploitation.
4. Actions upon determination of risk factors.
- a. If it is determined risk factors are involved in the report of a missing child, the child will be considered at risk, and an expanded investigation, including the use of all appropriate resources, will immediately commence.
 - (1) While all missing-child incidents should be thoroughly investigated, those involving risk factors indicate a heightened likelihood of danger to the child and, therefore, require an intensive response.

- b. Existing interagency response protocols and community notification methods, if available and appropriate, will be activated [CALEA 41.2.6 d.].

F. PROCEDURES

1. Central Dispatch Center personnel receiving the report of a missing child shall [CALEA 41.2.6 e.]:
 - a. Immediately dispatch an officer to the scene of the report.
 - b. Notify a supervisor [CALEA 41.2.6 b.].
 - c. Determine the correct NCIC Missing Person File category.
 - d. Transmit the appropriate radio alerts and other notifications [CALEA 41.2.6 c.].
 - e. Search agency records for related information, specifically any records such as those pertaining to the family, the place where the child was last seen, and the child's residence.
 - (1) It is essential for responding officers to know if the child or family has been the subject of previous reports that might have a bearing on this incident. Records should also be reviewed to learn if any incidents have been reported in the area.
 - f. Safeguard all pertinent records.
 - (1) Central Dispatch Center personnel should also ensure records of all communication related to this incident, such as phone conversations with the reporting party and witnesses, including written notes regarding the discussion, radio broadcasts, and all subsequent notifications, are safeguarded for future investigative reference.
2. The initial officer assigned to the report of a missing person shall [CALEA 41.2.6 e.]:
 - a. Respond promptly to the scene of the report activating all available mobile video equipment.
 - b. Interview the parent(s) or person who made the initial report.
 - c. Confirm the child is in fact missing, and determine if circumstances of the report meet the definition of a missing child as set forth in Section E.
 - (1) First responders should never assume searches conducted by distraught parents or others have been performed in a thorough manner. Another check of the scene should be made and include places where children could be trapped, asleep, or hiding. Note: A search of the home should be conducted even if the missing child was last seen elsewhere.
 - d. Obtain a detailed description of the missing child including photo(s) and videos.
 - e. Verify the child's custody status.
 - f. Identify the circumstances of the missing episode.
 - g. Determine when, where, and by whom the missing child was last seen.
 - h. Interview the individual(s) who last had contact with the missing child.
 - i. Identify the missing child's zone of safety for his or her age and developmental stage and any special need considerations, i.e autism, medical needs, etc.
 - j. Obtain a description of the suspected abductor(s) and other pertinent information.

- k. Provide detailed descriptive information to Central Dispatch Center personnel for broadcast updates [CALEA 41.2.6 c.].
 - l. Identify and separately interview everyone at the scene.
 - m. Conduct an immediate, thorough search of the scene, including all nearby bodies of water.
 - n. Seal/protect scene, area of child's home, and areas of interest as potential crime scenes. Extend search to surrounding areas and vehicles including those that are abandoned and other places of concealment such as abandoned appliances, pools, wells, other bodies of water, sheds, or other areas considered "attractive nuisances."
 - o. Inquire if the child has access to the Internet, cell phone, and/or other communications device.
 - p. Prepare and complete all necessary reports and forms.
3. The supervisor assigned to the report of a missing child shall [CALEA 41.2.6 e.]:
- a. Conduct a briefing and obtain any documentation collected from the first responder(s) and other agency personnel at the scene.
 - b. Determine if additional personnel and resources are needed to assist in the investigation.
 - c. Activate existing interagency response protocols and community notification methods, if available and appropriate. See General Order 24 and General Order 25.
 - d. Establish a command post.
 - e. Organize and coordinate search efforts.
 - f. Ensure all required notifications have been made [CALEA 41.2.6 c.].
 - (1) Because dissemination of information is an integral part of the search for a missing child, the supervisor should ensure all officers, other departments and agencies, and all investigative networks are supplied with accurate details. Prepare a flier/bulletin with the child/abductor's photo and description. Distribute in appropriate geographic regions.
Note: NCMEC is able to assist with this step.
 - g. Establish a liaison with the victim's family.
 - h. Confirm all agency policy and procedures are observed.
 - i. Manage media (television, print, social, etc.) relations utilizing the Public Information Officer when necessary.
4. The investigator assigned to the report of a missing child shall [CALEA 41.2.6 e., f.]:
- a. Obtain a briefing from agency personnel at the scene.
 - b. Verify the accuracy of all descriptive information.
 - c. Initiate a neighborhood investigation.
 - (1) Ensure responding officers have initiated or completed a thorough canvass of the neighborhood.
 - d. Obtain a brief history of recent family dynamics.
 - e. Explore the basis for any conflicting information.
 - f. Complete all remaining key investigative and coordination steps.
 - g. Activate existing interagency response protocols and community notification methods, if available and appropriate. See (General Order 24) (General Order 25).
 - h. Implement effective case management.

- i. Evaluate the need for additional resources and specialized services.
 - (1) Investigators should be aware of the input obtainable from resources such as the FBI; NCIC; missing-children clearinghouses; and NCMEC, in particular Team Adam, which is a rapid-response team of experienced, retired law-enforcement investigators.
- j. Update descriptive information.
- k. Monitor media relations.
- l. Manage media (television, print, social, etc.) relations utilizing the Public Information Officer when necessary.
- 5. An officer assigned to the report of an unidentified person, whether living or deceased, who appears to be a child, shall:
 - a. Obtain a complete description.
 - b. Enter the unidentified child's description into the NCIC Unidentified Person File.
 - c. Use all available resources to aid in identification of the child.
 - (1) NCMEC'S Forensic Services Unit; NamUs (National Missing and Unidentified Persons System); missing-children clearinghouses; and other professionals, such as medical examiners, may be of assistance in this identification.
 - d. Cancel all notifications after identification is confirmed.
- G. An officer assigned to the recovery or return of a missing child shall [CALEA 41.2.6 f.]:
 - 1. Verify the located child is, in fact, the reported missing child.
 - 2. Conduct an interview with the child to determine the health and welfare of the child or any victimization which may have occurred.
 - 3. Secure intervention services, if appropriate.
 - 4. Contact, or arrange for the parent or legal guardian to be notified of the child's recovery
 - 5. Make an attempt to arrange the return of the child to his or her legal guardian. If unable to make immediate arrangements for return of the child, the Arkansas Department of Human Services should be contacted for assistance; or,
 - 6. If appropriate, place the child in custody and transport him or her to the appropriate facility for admission in the case of a runaway from another jurisdiction or from out-of-state who has been located and for whom a warrant exists or for whom an NCIC missing-person "hit" is verified.
 - 7. Complete the appropriate supplemental reports and cancel all outstanding notifications.

H. QUALITY ASSURANCE REVIEW

- 1. Notification of all incidents in which it is determined that a child is actually missing or abducted will be made by the on-duty supervisor to a Criminal Investigation Division supervisor for review.
- 2. A Criminal Investigation Division supervisor shall conduct a review to ensure all the appropriate steps and procedures were followed and, if necessary, provide feedback to those involved in the process.

3. The Criminal Investigation Division supervisor will assign a detective to further investigate if necessary.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 41.2.7 Department Response to Mentally Ill Subjects	Effective Date: July 7, 2010
Reference:	Version: 1
CALEA: 41.2.7	No. Pages: 5

I. PURPOSE

The purpose of this policy is to provide officers with effective resources for persons in need of mental health service and to provide information on legal and procedural requirements to assist them in providing the highest possible degree of service to this community.

It is the practice of the Fayetteville Police Department to protect emotionally disturbed persons from harming themselves or others. Officers are likely to encounter mentally ill subjects in the course of their daily activity. It is important to understand that mentally ill subjects may require more time, different communication strategies and unusual decision-making in order to effectively address the issues at hand. Effective strategies for dealing with this population must place priority on public safety, the needs of the community and the requirements and rights of the individual [Calea 41.2.7].

II. POLICY

Officers will make every effort to deal with subjects believed to be mentally ill in a manner that will provide maximum safety to themselves, the community, and the subject. When possible, an officer should have another officer present at all times when dealing with subjects believed to be mentally ill. Officers will take steps to ensure such persons receive appropriate treatment to the extent possible (See flow chart on page 5).

A. Recognizing Mental Illness

1. Mental Illness: Arkansas § 20-47-202 (10) (A) defines "mental illness" as a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions.
2. Officers' decisions to hospitalize or deal with a mentally ill person informally should be based on the degree of symptoms being displayed. The warnings signs or symptoms may include, but should not be limited to, the following [Calea 41.2.7 a]:
 - a. Confused thinking
 - b. Prolonged depression, including sadness or irritability
 - c. Feelings of extreme highs and lows
 - d. Paranoia, excessive fears, worries, and anxieties

- e. Dramatic changes in sleeping or eating habits
- f. Strong feelings of anger
- g. Delusions or hallucinations
- h. Suicidal thoughts
- i. Denial of obvious problems
- j. Numerous unexplained physical ailments
- k. Substance abuse
- l. Social withdrawal
- m. Threatening behavior

B. Initial Contact Guidelines [Calea 41.2.7 c]

1. **Initial Contact** – Any person exhibiting signs of uncontrolled mental illness may be experiencing the effects of a severe medical condition, a chemical imbalance, brain damage, the effects of narcotic use or a combination of any/all of the above.
 - a. Officers should not attempt to diagnose symptoms. Officers may be called upon to articulate any observations and to make sound decisions based on those observations.
 - b. Officers will always remember that any person, including a mentally ill person, can be dangerous. Additionally, violent mentally ill subjects may not respond in a predictable manner when physical force is being used. They may not respond to painful stimuli as others would, and they may be unusually strong during an acute psychotic phase.
2. **Gathering Facts** — Gather information that will assist in making decisions and that may be used in a criminal or civil proceeding at some point.
 - a. Information may come from the subject, friends, family, and witnesses.
 - b. Valuable information may also be found when reviewing prescription medications or in conferring with the person's psychiatric staff.
3. **Officer's Evaluation of Subject** – When an officer encounters a person whom he believes may need mental health care, the officer shall evaluate the person's condition and determine an appropriate disposition of the person, in accordance with Arkansas § 20-47-204, Arkansas § 20-47-207, and Arkansas § 20-47-210. Officers must first decide if, in their judgment based on training, experience and input from mental health professionals and/or family members of the subject, that the person is mentally ill AND:
 - a. A danger to him/herself and/or
 - b. A danger to others and/or
 - c. Gravely disabled (to the point that they can no longer take care of basic functions such as secure shelter, medicine, food or basic hygiene)

4. **Unless the Subject willingly agrees to go to a treatment facility, and the above criteria are met, a custodial detention is required on the part of this department.**
 - a. Custody can either take the form of a physical arrest or protective custody. In the event of arrest, Officers shall complete a charging instrument (preliminary arrest form) with a listed violation of a state statute.
 - b. Officers **SHALL NOT** take a person into protective custody and place them in a jail setting without a chargeable offense.
5. Persons believed to be suffering from mental illness that do not pose an immediate danger to themselves or others may receive the following services from this department:
 - a. Transportation or direction to a local treatment facility for voluntary admission.
 - b. Assistance in contacting supportive family, friends and/or care providers.
6. Transportation – Patrol units equipped with safety screens will be used to transport persons to treatment facilities. Officers should refer to Fayetteville Police Department Policy 71.1.1 for transportation guidelines.

C. Involuntary Commitment

1. Arkansas § 20-47-207 states that a person shall be eligible for involuntary commitment if he or she is in such a mental condition as a result of mental illness, disease, or disorder that he/she poses a clear and present danger to himself/herself or others.
2. State law requires any person placing a protective hold on another person to take that subject to a hospital or receiving facility for treatment (ACA 20-47-201—210).
3. Involuntary Commitment: If an officer has personally witnessed a person's behavior, which meets the criteria for involuntary commitment; received information from an interested citizen willing to seek a petition for involuntary admission; or upon the authorization of a Supervisor, the officer shall:
 - a. Take the person into custody. This can either be through arrest if an actual crime has been committed or through protective custody as detailed in Arkansas § 20-47-210.
 - b. Transport the person to Washington County Jail or to the appropriate facility for screening and evaluation.
 - c. Provide jail staff or the initial screener with as much information as possible about the person's condition.
 - d. Stay with the person until jail staff or hospital/treatment facility security arrives and a report is given to receiving personnel. (Officers may use their discretion to stay in the hospital facility longer in cases when the subject is still violent and difficult to control.)
 - e. Complete a charging instrument (preliminary arrest form) if an arrest has been made.

- f. Complete a petition for involuntary commitment and attach to an informational report. **(The petitioning officer must sign the affidavit.)**
 - g. Leave a copy of the petition and informational report in the CID mailbox. CID personnel will be responsible for forwarding the reports to the Washington County Prosecutor's Office.
- 4. Current hospital and treatment center protocol will be maintained and is available in the squad room and in the agency's common drive. [CALEA 41.2.7 b.]
 - 5. Note: If an officer has not witnessed behavior that would allow him/her to articulate under oath the need for involuntary commitment, but other adults have witnessed the behavior, those witnesses should be encouraged to file a petition for involuntary commitment with the Washington County Prosecutor's Office.
 - 6. Officers may use a reasonable and appropriate level of physical force necessary to control and transport persons for the purpose of involuntary commitment or for the enforcement of a court order, in compliance with Fayetteville Police Department Policy 1.3.1.

D. Felony Arrest

- 1. No petition for Involuntary Commitment is necessary in the case of a felony arrest.
- 2. Felony arrests may result in a court order requiring immediate confinement of a mentally ill subject into the Act 911 Program.
- 3. In instances where crimes have been committed, particularly against other persons, an arrest is the preferred method of action:

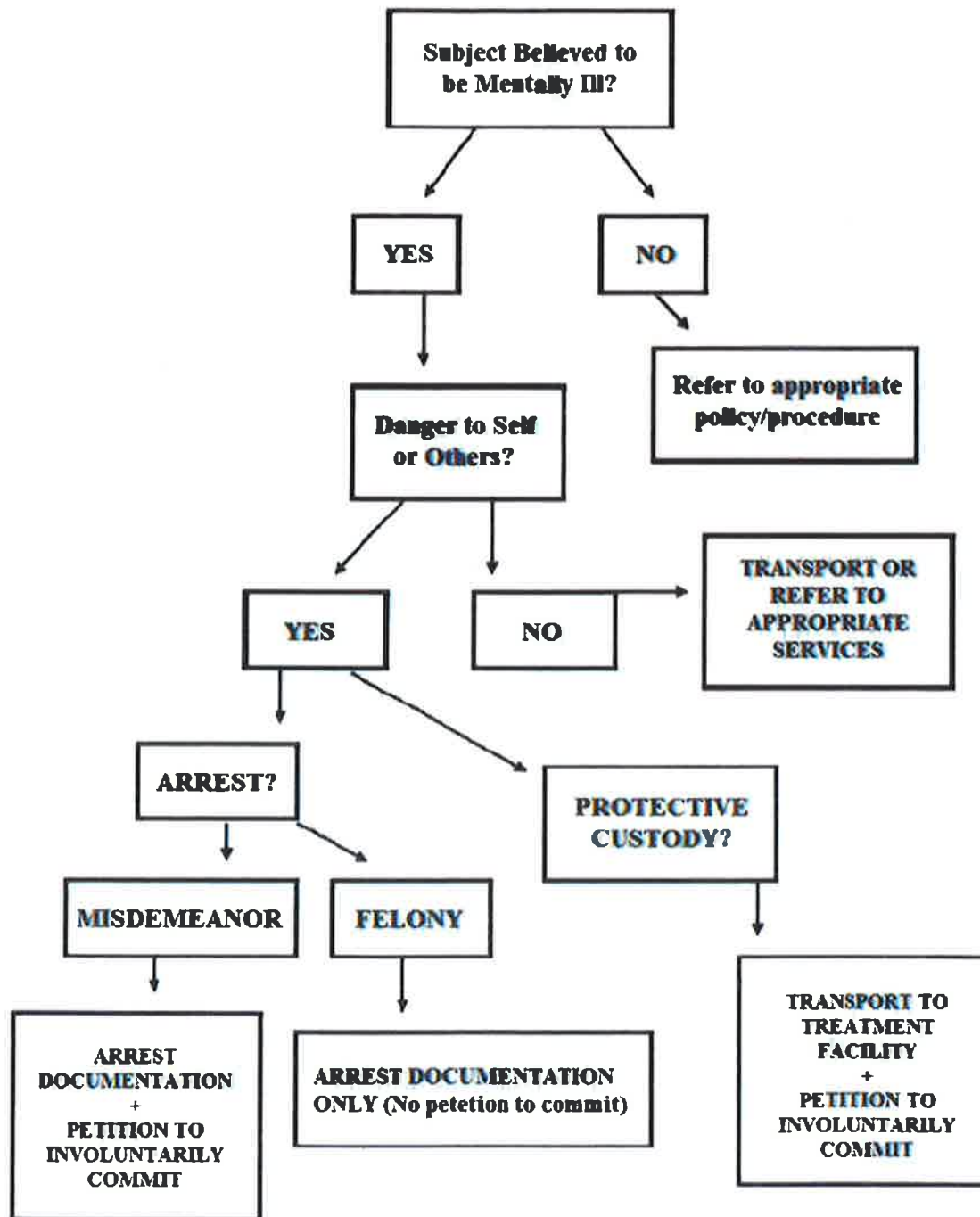
E. Interview and Interrogation [Calea 41.2.7 c]

- 1. Persons who are presently experiencing mental illness may be interviewed and/or interrogated in reference to an investigation.
- 2. Officer Safety must remain of paramount importance, and having a second officer observing the interview is preferable.

F. Training

- 1. The Training Division shall ensure that all ~~sworn~~ employees ~~and all civilian employees~~ shall receive documented entry-level and refresher training on applicable laws and handling persons suspected to be mentally ill. [Calea 41.2.7 d]
- 2. This documented **refresher** training shall occur at least every three (3) years and should include input/instructors from mental health professionals, mental health consumers and law enforcement instructors. [Calea 41.2.7 e]

Flow Chart for Department Response to Mentally Ill Subjects



*An arrest should only occur if probable cause exists for a criminal offense.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 41.3.5 Grooming & Uniform Requirements	Effective Date: September 4, 2012
Reference:	Version: 1
CALEA: 1.3.9 a,b; 22.2.5; 41.3.4,5,6	No. Pages: 8

I. PURPOSE

The individual officer and the department are often judged by the public depending upon the personal appearance of the uniformed officers in particular and all employees in general. Maintaining a professional appearance is critically important to fostering public trust and confidence in law enforcement. The purpose of this policy is to provide grooming and uniform standard guidelines for employees of this department, which will reflect a high standard of professionalism to the public.

II. POLICY

Members of the Fayetteville Police Department shall be neat and clean at all times while on duty. This policy shall apply to all personnel while representing the department in any manner. All sworn personnel shall comply with the following grooming and uniform standards that apply to sworn personnel, unless excluded by the Police Chief due to special assignments. No member of the department shall wear his or her uniform or any part of his or her uniform while he or she is on medical light duty, administrative leave or under suspension. For current uniform specifications refer to the Uniform Specifications with Photographs and the Quartermaster's Authorized Uniform and Equipment Lists ~~Regulations Book~~ maintained on the computer network, the squad room and in the Quartermaster's office.

III. PROCEDURES FOR SWORN PERSONNEL

All sworn personnel of the Fayetteville Police Department are subject to uniform inspections on a daily basis by any supervisor. Uniformed personnel are to keep their uniform neat, clean and free from defects. All authorized uniform items referred to in this policy and in the ~~Uniform Regulations Book~~ are supplied and issued under the Fayetteville Police Department Quartermaster system, except for the Extreme Cold Weather Cap. [CALEA 22.2.5, and CALEA 41.3.4] If specified as a department replacement, defective items shall be replaced through the quartermaster system. Non-uniformed personnel are subject to the same standards and inspections as uniformed personnel. Officers replacing items through the quartermaster system must submit a "Uniform and Equipment Replacement Form" signed by their supervisor. Failure to maintain appearance standards will be noted on your annual evaluation. Repeated failure to maintain proper appearance standards could lead to disciplinary action.

IV. GROOMING FOR SWORN PERSONNEL

1. Hair: The Chief of Police retains the right to approve or disapprove of any hairstyle, which may cause an unfavorable reflection(s) upon the department.
 - a. Male - Hair shall be neat, clean, trimmed, and shall present a groomed appearance. Hair will not cover any part of the ears or the collar except the closely cut hair on the back of the neck. Hair in front will be groomed so that it does not fall below the band of properly worn headgear. In no case will the bulk or length of the hair interfere with the proper wear of any authorized headgear.
 - b. Female - While wearing a uniform, hair shall be worn in a fashion not to create the risk of injury to them. Hair must not hang loose on or below the collar and must be able to wear authorized headgear properly.
2. Sideburns: If a member chooses to wear sideburns, they will be neatly trimmed and tapered in the same manner as his haircut. Sideburns will not extend below the lowest part of the ear, will be of even width (not flared), and will end with a clean-shaven horizontal line.
3. Mustaches: A short and neatly trimmed mustache may be worn, but shall not extend over the top of the upper lip or beyond the corners of the mouth, and shall not protrude more than one-half inch from the skin surface of the face.
4. Beards and Goatees: The face will be clean-shaven other than the wearing of the acceptable mustache or sideburns. Beards and goatees are prohibited. Only the Chief of Police may approve the wearing of beards or goatees.
5. Wigs: Wigs or hairpieces will not be worn on duty except for cosmetic reasons to cover natural baldness or physical disfigurement. If a wig or hairpiece is worn, it will conform to department grooming standards.
6. Jewelry:
 - a. Male - While wearing a uniform, officers may wear watches and wedding bands. Medical alert bracelets may be worn with the approval of the Chief of Police. At no time while on duty will officers be permitted to wear earrings or other ornaments attached to body.
 - b. Female - While wearing a uniform, officers may wear watches, wedding bands and post earrings which do not protrude from the ear lobe more than 1/4 inch. If the earrings are worn, the employee will wear one earring in each ear lobe.
7. Tattoos: Tattoos and brands above the collarbone and below the wrists are prohibited. Officers in uniform and non-uniform assignments are prohibited from displaying any tattoo, brand or intentional scarring while on-duty or while representing the Department in any other manner.

- a. Any current officer in a uniformed assignment with an existing tattoo or brand that is visible while wearing the alternate summer uniform or a short-sleeved shirt shall have the following options:
 - (1) Wear the standard uniform with a long-sleeved shirt,
 - (2) Cover the tattoo or brand with a skin-tone patch. A skin-tone patch shall not be an option to cover a tattoo or brand on the officer's leg(s).
 - (3) Have the tattoo or brand removed at the officer's expense.
 - b. Officers in non-uniformed assignment shall have the following options to cover any visible tattoo or brand:
 - (1) Cover with appropriate clothing,
 - (2) Cover the tattoo or brand with a skin-tone patch. A skin-tone patch shall not be an option to cover a tattoo or brand on the officer's leg(s).
 - (3) Have the tattoo or brand removed at the officer's expense.
 - c. When deemed operationally necessary, officers in undercover assignments may display tattoos or brands with the approval of the Chief of Police.
8. Body Piercing: Body piercing of the face, head, and mouth not only detracts from a professional appearance, but also poses a serious risk and potential for injury in a confrontational situation, and shall not be worn by any officer of the department when representing the department.
- a. With the exception of pierced ears, body piercing of the face, head, and mouth detracts from a professional appearance and is not authorized for wear by any personnel when representing the department.
 - b. Any body piercing, which is not concealed by the authorized uniform or plainclothes, is prohibited for wear by any personnel when representing the department.
 - c. When deemed operationally necessary, officers in undercover assignments may display body piercing with the approval of the Chief of Police.
9. Dental Ornamentation: Officers shall not have dental ornamentation. The use of gold, platinum, silver or other veneer caps for the purposes of ornamentation is prohibited. Teeth whether natural, capped or veneered shall not be ornamented with designs, jewels, initials, etc.

V. UNIFORMS FOR SWORN PERSONNEL

Officers will be required to wear a uniform as authorized by the Chief of Police. Uniform specifications will be listed in the Quartermaster's Authorized Uniform and Equipment Lists and will be pictured in the Uniform Specifications with Photographs Regulations Book maintained on the computer network. ~~the squad room as well as the Quartermaster's office.~~

Class "A" uniforms will be the department issued dark navy color long sleeve shirt and pants without cargo pockets. Class "A" uniforms will be worn with department issued badge, name tag, collar brass, whistle chain, two pens/pencils, tie, leather gear, duty boots or shoes and duty hat when directed by the Chief of Police. The whistle chain will be

attached to the right shoulder epaulet button with the whistle (optional) stored inside the right shirt pocket. Class "A" uniforms are authorized for day to day patrol activities and special occasions such as ceremonies, funeral, special events or any other event authorized by the Chief of Police.

Class "B" uniforms will be the department issued dark navy color long, or short, sleeve shirt and pants with, or without, cargo pockets. Class "B" uniforms will be worn with department issued badge, name tag, collar brass (if applicable), whistle chain (optional), two pens/pencils, leather or web-gear duty belt, duty boots or shoes and duty hat or stocking cap (optional). Collar brass will be worn with the Class "B" uniform short sleeve shirt. Collar brass is not worn on the Class "B" uniform long sleeve shirt for the rank of sergeant, corporal, or patrolman. The rank of lieutenant and above will wear collar brass on the Class "B" uniform long sleeve shirt. A black crew neck type t-shirt will be worn underneath all short sleeve uniforms. A black crew neck t-shirt or mock neck type shirt will be worn underneath all long sleeve uniforms. Class "B" uniforms are authorized for day to day patrol activities or any other event authorized by the Chief of Police.

Class "C" uniforms will be the department issued navy color BDU pant and approved Fayetteville Police Department shirt. Class "C" uniforms will be worn with department issued web gear, duty boots and baseball cap (optional). Class "C" uniforms are authorized for man hunts, K-9 call-outs, training involving physical activity or during any other event authorized by the Chief of Police.

The Chief of Police will authorize special uniforms as necessary (i.e. Administrative Personnel, Emergency Response Team, Honor Guard, etc.).

1. Duty Belt: Officers will be issued a leather and web-gear duty belt with matching accessories. Items to be worn on the duty belt consist of holster with gun, double magazine pouch with magazines, flashlight and flashlight holder, portable radio holder with radio, handcuff case with handcuffs, keepers, pepper spray holder with pepper spray, the CEW and holster. The department supplied baton holder and baton is optional. No sunglasses, keys, knives, or any other items will be worn on the belt unless approved by the Chief of Police. If authorized to wear the uniform on a "second" job, the COMPLETE prescribed uniform for the time of year will be worn.
2. Authorized Hat:
 - a. Duty Hat: To be worn with the Class "A" uniform. Refer to the Quartermaster's Authorized Uniform and Equipment Lists ~~uniform regulations book~~.
 - b. Baseball Cap: The baseball cap may be worn with the Class "C" uniform, at the firing range, manhunts or when otherwise authorized by the Chief of Police. Refer to the Quartermaster's Authorized Uniform and Equipment Lists ~~uniform regulations book~~.
 - c. Stocking Cap: To be worn in cold weather. Refer to the Quartermaster's Authorized Uniform and Equipment Lists ~~uniform regulations book~~.
 - d. Extreme Cold Weather Cap: This item is optional, and it is not furnished by the department. This cap may be worn during extreme cold weather. Refer to the

Quartermaster's Authorized Uniform and Equipment Lists ~~uniform regulations book.~~

- e. Hat Badge: To be worn with the Duty Hat. Refer to the Quartermaster's Authorized Uniform and Equipment Lists ~~uniform regulations book.~~
3. Patches: The Fayetteville Police Department patch, as designed by the department, will be worn on the left and right shoulder of all shirts one inch from the shoulder seam and centered on the sleeve. Patches on coats will be one inch from the shoulder seam and centered. No other patch, insignia, or pin will be allowed except those authorized by the Chief of Police.
4. Collar Emblems: The rank insignia shall be worn on both collars of Class "A". Rank Insignia will be worn on both collars of the Class "B" uniform short sleeve shirt. Rank Insignia is not worn on the Class "B" uniform long sleeve shirt for the rank of sergeant, corporal, or patrolman. The rank of lieutenant and above will wear rank insignia on the Class "B" uniform long sleeve shirt. ~~The rank insignia shall be worn on both collars of Class "B" uniforms for all ranks except sergeant, corporal, or patrolman first class.~~ The insignia for the rank of lieutenants and above will be worn on shirt collars parallel ~~perpendicular~~ to the shoulder. The insignia for the rank of sergeant and below will be worn with the centerline of the insignia bisecting the points of the collar. All non-ranking officers shall wear the F.P.D. emblem on the Class "A" and Class "B" uniforms in a horizontal, centered position between the tip of the collar and the neck opening. Refer to the Uniform Specifications with Photographs ~~regulations book.~~
5. Name Plate: The nameplate will be furnished by the quartermaster. It will be worn over the right pocket approximately .25 inches above the pocket flap and centered with the button. The nameplate will be worn at all times while in uniform unless otherwise authorized. See illustrations in the Uniform Specifications with Photographs ~~Regulations Book.~~
6. Pen and Pencil: To coincide with other metal parts of the uniform, all officers will carry pen or pencils, of which that part is exposed, will be predominately gold in color. No more than two pens or pencils will be exposed in the left pocket at one time. The pens will have black ink and the pencil will be carried due to the inability of a pen to write on a damp or wet piece of paper.
7. Tie: The tie will be worn with the Class "A" uniform. When ties are in use, they will be worn on the outside of the shirt, not tucked in. Refer to the Uniform Specifications with Photographs ~~Regulations Book.~~
8. Shirts and Trousers: Refer to Uniform Specifications with Photographs and the Quartermaster's Authorized Uniform and Equipment Lists ~~Regulations Book.~~
9. T-Shirts: A black crew neck type t-shirt will be worn underneath the short sleeve Class "B" uniform. A black mock neck type or crew neck t-shirt will be worn underneath the long sleeve Class "B" uniform. The F.P.D. long, or short sleeve t-shirt will be worn with the Class "C" uniform. Refer to the Quartermaster's Authorized Uniform and Equipment Lists ~~Uniform Regulations Book.~~

10. Coat/sweater: Refer to **Quartermaster's Authorized Uniform and Equipment Lists Uniform Regulations Book**.
11. Raingear: Refer to the **Quartermaster's Authorized Uniform and Equipment Lists Uniform Regulations Book**.
12. Footwear: The Chief of Police has authorized ~~the following~~ footwear for patrol. Refer to the **Quartermaster's Authorized Uniform and Equipment Lists**.
 - a. ~~A plain toe Oxford, black.~~
 - b. ~~A utility boot, black.~~

Authorized footwear will be kept clean and shined at all times while on duty. Black or dark Blue socks are the required uniform item. Footwear for specialized units such as Bike Patrol, E.R.T., and K-9 officers must be approved by the Chief of Police and will not be worn during normal patrol duties. Refer to the **Quartermaster's Authorized Uniform and Equipment Lists uniform regulations book**.

13. Bullet Resistant Vests: The department will issue a bullet resistant vest to each sworn officer of the department. When in uniform, ~~Uniformed~~ officers shall wear a bullet resistant vest at all times unless specifically exempted by the Chief of Police. Officers in plain clothes are not required to wear the vest; however, all sworn members are required to maintain their issued vests and are encouraged to have them available should an incident arise for which the officer may be at risk. The vest will be supplied by the department and replaced as necessary. ~~Refer to the uniform regulations book.~~ [CALEA 41.3.5] Officers involved in high-risk tactical details shall also be required to wear a bullet resistant vest. [CALEA 41.3.6]
14. Weapons and Ammunition: The Chief of Police will designate the ammunition and weapons carried. No other ammunition or weapon will be carried except when approved by a supervisor for special circumstances and ONLY for that particular situation.[CALEA 1.3.9 a. and b.]

VI. DEPARTMENT-ISSUED WEAPONS AND AMMUNITON:

1. Uniformed officers will carry the department-issued weapon only. The authorized weapons utilized by the department include:
 - a. Glock model 35 .40 caliber semi automatic pistol
 - b. Glock model 23-C .40 caliber semi automatic pistol
 - c. Remington model 1187 12 gauge shotgun
 - d. AR-15 .223 caliber semi automatic rifle
 - e. Remington model 700 LTR .308 caliber rifle
 - f. AR-10 308 caliber semi-automatic rifle
 - g. **Glock Model 27 .40 caliber semi automatic pistol**

2. Detectives will carry only the department-issued weapon while on duty. Personal weapons must have the written approval of the Chief of Police prior to being carried as a duty weapon or as a supplemental duty weapon.
3. Ammunition will be department-issued as approved by the Chief of Police. Authorized ammunition utilized by this department will be governed by the department's Approved Weapons and Ammunition List as maintained by the Administrative Lieutenant. A copy of this list will be maintained on the computer network [CALEA 1.3.9 b.].
4. Uniformed officers and detectives of this department will carry only department-issued shotguns and rifles.

VII. DRESS CODE FOR NON-SWORN

1. Dress Code and Appearance: The Fayetteville Police Department endorses a professional, comfortable work environment for non-sworn employees. All non-sworn employees should dress in job appropriate attire which supports this goal for our workplace. The following will govern attire for non-sworn employees.
 - a. Non-sworn employees will be allowed to wear:
 - (1) Pants, slacks, and capri pants.
 - (2) Dresses and skirts with length no shorter than three inches above the knee.
 - (3) Tank and spaghetti tops only when worn with a sleeved shirt. Dressy, button up, and sleeveless tops are permissible.
 - (4) Leggings or form fitting pants or capris are permissible when worn with a dress, skirt, or tunic top that is long enough to cover the mid-thigh.
 - (5) Jeans during the following circumstances:
 - a) While working as Dispatch personnel during a scheduled shift.
 - b) Other Civilian personnel not working during regular business hours which translates as outside of 7:00 a.m. to 5:00 p.m.
 - c) Supervisors may also allow civilian personnel working 7:00 a.m. to 5:00 p.m. permission to wear jeans. Examples of this are a Friday jean day, and during other duties assigned such as cleaning, evidence room assistance, or during periods of inclement weather.
 - b. Employees should use common sense regarding attire and refrain from wearing unlaundered, sloppy, or overly provocative clothing to work.
 - c. Specifically prohibited clothing shall include:
 - (1) Clothing that exposes the midriff, back, or that has a low cut neckline.
 - (2) Spaghetti strap tops, tank tops not simultaneously worn with a sleeved shirt, tube tops, halter-tops, or netted shirts.
 - (3) Clothing exposing undergarments.
 - (4) Clothing that is torn, frayed, or that has holes.
 - (5) Attire or accessories that display suggestive language, derogatory comments, or slogans.
 - (6) Clothing that is inappropriately revealing.
 - (7) Short pants.
 - (8) Sleepwear including pajama pants.
 - (9) Sweat pants.

- (10) Leggings that are not worn underneath a dress, skirt, or tunic that are long enough to cover mid-thigh.
- (11) Yoga, athletic, or work-out type pants.
- (12) Flip Flops (Any type of sandal that fits between your toes and only has "one" strap holding it on your feet, whether dress or casual)

2. Violation of Dress Code

- a. The non-sworn employee's immediate supervisor will have the authority to determine if an employee's attire violates this policy. Any non-sworn employee who is found in violation of the dress code will be sent home to change. Time away from work to change clothes will be charged to accrued leave banks or leave without pay. Disciplinary action will be taken in accordance with the city and department's policies.
3. Clothing worn by all non-sworn personnel should be clean and well-kept. Likewise, personnel should maintain an average or higher degree of personal cleanliness.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 42.1.1 Criminal Investigations	Effective Date: November 8, 2012
Reference: 44.1.1, 82.1.1, General Order 34	Version: 1
CALEA: 42	No. Pages: 7

I. PURPOSE

The purpose of this directive is to establish procedures relating to the Fayetteville Police Department's Criminal Investigation function. This policy will provide guidance to both uniformed officers and officers specializing in investigations.

II. POLICY

A. Administration

1. Fayetteville Police Department will provide and support 24-hour service capabilities for its various criminal investigation functions [CALEA 42.1.1]:
 - a. Supervisors assigned to each criminal investigation function of the police department will manage and maintain call-out protocol to include an on-call investigator duty roster.
 - b. Prior to assignment to an investigative position, officers must understand the importance and necessity of an on-call function and agree and accept their individual role in this function.
2. Fayetteville Police Department will utilize a computerized case file management system to manage reports and investigations [CALEA 42.1.3 a.], [CALEA 82.1.5]:
 - a. Information regarding status of cases will be systematically recorded and updated by employees assigned to the investigative divisions and overseen by investigation supervisors. A system for case status control will include the following [CALEA 42.1.3 a]:
 - 1) Case Number;
 - 2) Investigator assigned;
 - 3) Date investigator was assigned;
 - 4) Supervisor that assigned case; and
 - 5) Date case was closed.
 - b. Investigators will determine the status of each case [CALEA 42.1.3 b.]:
 - 1) Open/Active- Indicates a report has been submitted and may be, or has been, assigned for investigation.
 - 2) Cleared by Arrest- A suspect has been identified and arrested.

- 3) Cleared by Exception-Elements beyond law enforcement's control prevent the agency from arresting and formally charging the offender. The following four conditions must be met in order to clear a case by exception:
 - a) The offender has been identified;
 - b) The department has gathered enough evidence to support an arrest, make a charge, and turn over the offender to the court for prosecution;
 - c) The offender's exact location has been identified so the suspect could be taken into custody immediately, and;
 - d) Circumstances outside the control of law enforcement prohibit the department from arresting, charging, and prosecuting the offender.
 - 4) ~~Inactive- All available leads have been exhausted, but the case has not been brought to a satisfactory conclusion.~~ Cleared Other-This is worded as "Investigation Complete-Closed" in the case status field. Cases will be deemed as "cleared other" for the following criteria:
 - a) Case inactivated in that all available leads have been exhausted, but the case has not been brought to a satisfactory conclusion;
 - b) Warrant requested;
 - c) Prosecution review;
 - d) Case sent to other jurisdiction;
 - e) Clearing death investigations exceptionally where no foul play is suspected.
 - 5) Unfounded- Investigation has determined the offense did not occur.
- c. Case files should contain preliminary investigative reports, records of statements, results of examinations of physical evidence, case status reports, and other reports needed for investigative purposes [CALEA 42.1.3 c.].
 - d. Case files will be maintained, updated, and primarily accessed by assigned investigators. Case files must be secured when not in use [CALEA 42.1.3 d.].
 - e. Case files will only be purged under court order or in compliance with State or Federal guidelines [CALEA 42.1.3 e.].
 - f. When closed ~~or inactive~~ case files are removed from CID for storage purposes, the case files will become the responsibility of the Records Division. The Records Division will maintain the case files in the off-site storage area and will be secured by padlock independent from the overall facility. The key will be maintained by the Records Coordinator and checked out to authorized personnel as needed [CALEA 42.1.3 d.] [CALEA 82.1.1b.].
3. The following guidelines will apply to the intelligence function of the Fayetteville Police Department. The intelligence function shall include the collection, processing, and sharing of suspicious incidents and criminal intelligence relating to criminal and homeland security activities [CALEA 42.1.6]:

- a. The intelligence function of the Fayetteville Police Department will be maintained by the Criminal Investigation Division (CID). The administration of the intelligence function will be overseen by the lieutenant assigned to CID [CALEA 42.1.6 a.].
- b. The Fayetteville Police Department expects and requires that all levels of agency personnel value information that may be categorized as intelligence and report such information according to the requirements of this policy. All levels of sworn officers are required to report on intelligence matters to the CID. Non-sworn personnel may seek the assistance of sworn officers to collect and report information, or depending on the circumstances of the reporting person, non-sworn personnel of the police department may collect the information and report it to the CID [CALEA 42.1.6 b.].
- c. The Fayetteville Police Department Training Division shall ensure training is provided to all personnel on the collection, processing, and sharing of ~~on the identification, reporting, and dissemination of~~ suspicious incidents and criminal intelligence relating to criminal and homeland security activities [CALEA 42.1.6 c.].
- d. The CID lieutenant is responsible for the analysis, security, storage, and dissemination of intelligence information. The CID lieutenant will safeguard the integrity of all intelligence files, ensure that legal requirements are being followed, and ensure the security of these files. Intelligence files will be maintained separately from other agency records to prevent compromise of the integrity of the file system [CALEA 42.1.6 d].
- e. The CID lieutenant will ensure that intelligence information will be limited to criminal conduct and activities presenting a threat to the community [CALEA 42.1.6 e].
- f. Legal and privacy requirements of the intelligence function will be maintained by the CID lieutenant. Intelligence information will only be used for law enforcement purposes, but may be used for public safety notification. All department employees are expected to keep intelligence information confidential [CALEA 42.1.6 f].
- g. The CID lieutenant will ensure that vital intelligence information is acted upon and successfully disseminated or transferred to corresponding components within the police department and to outside agencies and components where that information is practical, vital, as well as legally required [CALEA 42.1.6 g].
- h. Intelligence information believed to be out of date or incorrect will be purged under the authority of the CID lieutenant [CALEA 42.1.6 h].
- i. An annual review of procedures and processes of the intelligence function will be overseen by the CID lieutenant [CALEA 42.1.6 i].

B. Operations

- I. Officers in every assignment of the department shall value the importance of each investigation. The following steps will be considered in the preliminary investigation and documented when applicable [CALEA 42.2.1]:
 - a. Securing the scene;
 - b. Providing aid, to the extent possible, to the injured;
 - c. Maintaining and protecting the crime scene and arranging for the collection of evidence [CALEA 42.2.1 c.];
 - d. Observing all conditions, events, and remarks [CALEA 42.2.1 a.];
 - e. Locating and/or identifying witnesses and suspects [CALEA 42.2.1 b.];
 - f. Interviewing and obtaining statements from complainants, witnesses, and suspects [CALEA 42.2.1 d.];
 - g. Determining whether an offense has been committed and the exact nature of the offense;

- h. Effecting an arrest at the scene or through immediate pursuit of the suspect;
 - i. Furnishing other units with descriptions, method, direction of flight, and other relevant information;
 - j. Accurately recording all pertinent information using prescribed reporting methods.
- 2. The following steps will be considered when conducting follow-up investigations and will be completed when applicable [CALEA 42.2.2]:
 - a. Reviewing and analyzing all previous reports prepared in the preliminary phase, departmental records, and results from laboratory examinations [CALEA 42.2.2 a.];
 - b. Conducting additional interviews and interrogations [CALEA 42.2.2 b.];
 - c. Seeking additional information from uniformed officers and informants [CALEA 42.2.2 c.];
 - d. Planning, organizing, conducting searches, and collecting, preserving, analyzing, and evaluating evidence [CALEA 42.2.2 d.];
 - e. Identifying and apprehending suspects [CALEA 42.2.2 e.];
 - f. Determining suspect involvement in other crimes [CALEA 42.2.2 f.];
 - g. Determining in detail the exact circumstances of the offense;
 - h. Checking suspects' criminal histories [CALEA 42.2.2 g.];
 - i. Recovering stolen property;
 - j. Maintaining contact with case principals [CALEA 55.2.4];
 - k. Reporting information obtained in investigations in accordance with departmental reporting methods;
 - l. Preparing cases for court presentation [CALEA 42.2.2 h.].
- 3. Officers of the Fayetteville Police Department must understand that persons must be afforded certain constitutional rights in respect to interrogation and access to counsel [CALEA 1.2.3 b, c]:
 - a. Interrogation refers not only to express questioning, but also to any words or actions on the part of the police, other than those normally associated with arrest and custody, that the police should know are reasonably likely to elicit an incriminating response from a suspect.
 - b. When questioning a person in custody, officers shall provide the person with Miranda Rights. (For juveniles, see FPD 44.1.1.)
 - c. Upon a person invoking their right to counsel, officers shall cease any line of questioning relating to an alleged criminal offense. Once a person has invoked his or her right to counsel, an interrogation may proceed ~~proceed~~ only in the following two scenarios: the interrogation is conducted in the presence of an attorney, or the person that has invoked his or her rights makes a self-initiated declaration to the officer that he wants to initiate further communications, exchanges, or conversations with the police. Prior to any discussion pertaining to an alleged criminal offense when a person makes a self-initiated declaration after having invoked his rights to counsel, the officer should discuss clearly and openly with the person that he invoked his rights to an attorney, is under no obligation to answer questions, and is entering discussion with the officer at his or her own prerogative and direction.

4. For each long-term multi-jurisdictional investigative task force of which the department is a participant, the department will ensure it maintains a directive that includes the following criteria [CALEA 42.2.5]:
 - a. a written purpose [CALEA 42.2.5 a.];
 - b. defining authority, responsibilities, and written agreements [CALEA 42.2.5 b.];
 - c. evaluating results and the need for continued operations [CALEA 42.2.5 c.].
5. The following rules shall apply to the department's use of technical aids for the detection of deception [CALEA 42.2.6]:
 - a. The Chief of Police may choose from a variety of devices used for the detection of deception;
 - b. Use of these devices will be restricted to trained personnel that have graduated from the accepted training institutions and have demonstrated sound fundamentals in the use of equipment;
 - c. Testing of juveniles requires both the consent of the juvenile and the juvenile's parent or legal guardian.
6. The following procedures shall apply to uniform and non-uniformed personnel utilizing designated interview and interrogation rooms [CALEA 42.2.10]:
 - a. Officers may retain possession of their firearms in the interview rooms during citizen initiated contacts at the police department, interviews with witnesses, and interviews with victims. These contacts will be treated as any other call for service. Otherwise, in the presence of suspects being interviewed, officers shall not enter the interview room with their firearms, but may retain possession of other less-lethal weapons. Firearms shall be locked in departmental provided lock boxes [CALEA 42.2.10 a.].
 - b. Detainees and arrested persons should be searched prior to being placed in an interview room. The room should be searched prior to and after the person has been in the room. Consideration shall also be given for possession of firearms to persons not under arrest [CALEA 42.2.10 b.].
 - c. A detainee is under the immediate officer's care until that time he or she has verbally or physically relinquished control of the detainee to another officer, either for the purposes of interviews or transport [CALEA 42.2.10 b.].
 - d. During interviews, there should normally be no more than one suspect and two investigators in the interview room. An exception to this rule is that suspects are afforded legal representation [CALEA 42.2.10 c.].
 - e. All officers are provided with portable radios, and investigators are provided with cellular phones. Prior to interviews, officers should ensure they are equipped with one or the other as a means for summoning assistance. Interview rooms are equipped with real time audio and video. Officers and/or supervisors should be assigned to monitor video as an extra precaution during interviews of subjects in cases involving extraordinary security concerns. After hours, officers and detectives should make shift supervisors assigned to the station aware of interviews taking place [CALEA 42.2.10 d.].
 - f. Supervisors are responsible for maintaining minimal furnishings in the interview rooms and should see that the rooms remain uncluttered. Interview rooms shall consist of one table and no more than three chairs. The soft interview room shall normally be used for interviewing victims and victims' family members. The soft interview room will consist

- of a table, two comfortable chairs, and no more than two additional chairs. All officers/detectives conducting interviews are responsible for inspection of the interview rooms and removal of hazardous items prior to interviews [CALEA 42.2.10 e.].
- g. Officers/detectives conducting interviews and interrogations should ensure that persons are afforded adequate access to restrooms, water, and breaks [CALEA 42.2.10 f.].
 - h. Whenever practical, custodial interrogations should be electronically recorded.
7. Eyewitness identification is a frequently used investigative tool. Employees shall follow the identification processes in General Order 34. [CALEA 42.2.11, 42.2.12]. The following is to establish procedures for the eyewitness identification of suspects through the use of photographic line-ups. This department does not utilize physical line-ups. A witness' degree of attention and their opportunity to view the criminal during the crime, the accuracy of a witness' prior description of the suspect and their overall confidence regarding witness statement and conduct, and the length of time between the crime and subsequent identification should be considered relevant observations in considering a line-up [CALEA 42.2.11]:
- a. Photograph line-ups will consist of a minimum of six individual photographs (six is recommended). Only one member of the photographic line-up will be a suspect in the case. Each member of a photographic line-up should resemble the witness's description of the suspect's significant features, such as: age, race, facial features, weight, build, and any unique or unusual features. If possible, the photograph should be recent and resemble the suspect's appearance at the time the offense was committed. Photographic line-ups should be compiled using the same quality of photo, i.e. all black and white or all color, and not a mixture [CALEA 42.2.11 a.].
 - b. If possible, photographic line-ups should be video and/or audio recorded [CALEA 42.2.11 b.].
 - c. If the same photographic line-up is to be presented to multiple witnesses, then those witnesses should be separated before and during the administration of the identification process [CALEA 42.2.11 c.].
 - d. Before a photographic line-up identification procedure begins, the witness should be informed that the offender may or may not be among the photographs shown. Also, before a photographic line-up identification procedure begins, the witness should be informed that they may take as much time as needed to review the line-up, and they are not required to make identification [CALEA 42.2.11 d.]. The officer presenting the line-up will be alert to the level of confidence expressed by the witness [CALEA 42.2.11 e.].
 - e. The officer presenting the line-up is prohibited from indicating in any way the identity of the suspect. The witness should understand that their contribution is important whether they can identify the suspect or not and that the investigation will continue [CALEA 42.2.11 f.].
 - f. All line-ups will be documented (along with the results) in a supplemental report added to the original investigative case file [CALEA 42.2.11 g.].
8. Eyewitness identification is a frequently used investigative tool. The following is to establish procedures for the eyewitness identification of suspects through the use of show-ups or field identifications. Because of the inherent suggestiveness of these types of identifications, they

~~should be avoided if possible. However, circumstances are not always conducive to preferable identification techniques and sometimes necessitate the use of these types of identifications. When these show-ups or field identifications are utilized, or considered for use, the following conditions should be considered: the witness' degree of attention and their opportunity to view the criminal during the crime, the amount of time that the suspect was detained and brought before the witness and the length of time since the incidents passing is reasonable, a photographic line-up is impractical, the accuracy of the witness' prior description of the suspect, and there is an immediate need to arrest the suspect [CALEA 42.2.12 a.].~~

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- ~~a. If possible, show-up / field identification line-ups should be video and/or audio recorded.~~
 - ~~b. The witness should be transported to the suspect's location in a police vehicle [CALEA 42.2.12 b.].~~
 - ~~c. If there are multiple witnesses, the witnesses should be separated in order to view the show-up/field identification individually [CALEA 42.2.12 c.].~~
 - ~~d. Before a show-up / field identification viewing, the witness should be advised the subject being viewed may not be the offender, and they are not required to make identification [CALEA 42.2.12 d.].~~
 - ~~e. The officer presenting the show-up / field identification line-up will be alert to both: the level of confidence expressed by the witness, and the level of certainty demonstrated by the witness at the identification. This information should be documented in the officer's report [CALEA 42.2.12 e.].~~
 - ~~f. The officer presenting the show-up / field identification is prohibited from indicating in any way, the identity of the suspect. The witness should understand that their contribution is important whether they can identify the suspect or not and that the investigation will continue [CALEA 42.2.12 f.].~~
 - ~~g. All show-ups / field identifications will be documented (along with the results) in an officer's report and included in the investigative case file [CALEA 42.2.12 g.].~~

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 44.1.1 Juvenile Operations	Effective Date: November 8, 2012
Reference: 44.2.4	Version: 1
CALEA: 44	No. Pages: 5

I. PURPOSE

The purpose of this directive is to establish policies concerning the department's juvenile programs and the processing of juvenile offenders and victims [CALEA 44.1.1].

II. POLICY

A. **ORGANIZATION AND ADMINISTRATION** - The Fayetteville Police Department is committed to the development and perpetuation of programs designed to prevent and control juvenile delinquency and victimization.

1. The Fayetteville Police Department shall maintain an investigative division with specializations associated with juvenile matters, this division will fall under the command of the Criminal Investigation Division (CID).
2. The responsibility of juvenile operations and delinquency prevention efforts is to be shared by all agency personnel and not just limited to the responsibility of CID. In particular, all patrol officers should familiarize themselves in proper handling of juvenile problems, both criminal and non-criminal.
3. The Fayetteville Police Department will strive to maintain a working relationship with other elements of the juvenile justice system, namely the Washington County Juvenile Court and the Washington County Prosecutor's Office.
4. An additional resource regarding Juvenile Operations is the School Resource Officer Division (reference can be made to FPD 44.2.4).

B. OPERATIONS

1. Encountering Abuse and Neglect:
 - a. Any time an officer encounters a juvenile who has been exposed to neglect or abuse, the officer shall report the neglect and or abuse to the Arkansas State Police Hot Line. Contacting the local DHS office or a local DHS employee does not fulfill the obligation of reporting to the hot line.

2. Taking Juvenile Into Custody - When encountering juveniles, personnel of the Fayetteville Police Department shall ensure the constitutional rights of juveniles are protected in all types of situations [CALEA 44.2.2 c.]. Personnel will follow the following procedures for taking a juvenile into custody. Protecting a juvenile in immediate danger is of the utmost importance. A juvenile may be taken into custody without a warrant for the following:
 - a. Pursuant to an order of the court under Arkansas Code § 9-27-301 (Act 273 of 1989); or
 - b. By a law enforcement officer without a warrant under circumstances as set forth in Arkansas Rules of Criminal Procedure 4.1 (also see Policy 1.2.1); or
 - c. By a law enforcement officer or by a duly authorized representative of the Department of Human Services (DHS) if there are clear, reasonable grounds to conclude that the juvenile is in immediate danger and that removal is necessary to prevent serious harm from his surroundings or from illness or injury and if parents, guardians, or others with authority to act are unavailable or have not taken action necessary to protect the juvenile from the danger and there is not time to petition for and obtain an order of the court prior to taking the juvenile into custody. Evidence that the juvenile has already been harmed should be another factor in determining custody [CALEA 44.2.2 b.].
 - d. When determining to take a child into protective custody, officers will follow the legal guidelines of Arkansas law. When necessary, officers may seek guidance from a supervisor [CALEA 44.2.2 b.].
 - e. When taking a juvenile into custody for protection, the officer is required to report the protective custody situation to the Arkansas State Police Hotline. The officer must arrange for the transfer of custody to the Department of Human Services during the hotline call and may also need to coordinate with additional correspondence with the Department of Human Services [CALEA 44.2.2 b., d.].
 - f. When a juvenile is taken into custody, the officer should always attempt to make contact with the parent(s) or legal guardian and advise them of the situation [CALEA 44.2.2 e.].
3. Alternatives to Arrests of Juveniles for Delinquent Acts – When encountering juvenile offenders, officers shall use the least coercive among reasonable alternatives. Officers making contact with a juvenile who has committed a delinquent act which does not involve a victim, (such as loitering, etc.) or an act whose victim does not wish to press charges may use alternatives to arrest [CALEA 44.2.1 a.].
 - a. For minor violations that do not include a victim, officers have the discretion to make an outright release with no further enforcement action [CALEA 44.2.1 a.].
 - b. Alternatives to arrest include: verbal warning, referral to a School Resource Officer or other juvenile services office, conference with the juvenile's parent(s) or guardian, report and referral to Washington County Prosecutor's Office Juvenile Division, or report and referral to Washington County Juvenile Court [CALEA 44.2.1 c.].

- c. If alternatives to arrest are employed, it is not necessary to contact any officials with the juvenile court system.
- 4. When encountering juveniles, officers shall determine if a juvenile has engaged in a non-criminal misbehavior status offense. If the offense is non-criminal, officers should employ one of the following non-arrest options [CALEA 44.2.2 a]:
 - a. Advice to the juvenile on the situation;
 - b. Verbal warning;
 - c. Determination to make a later referral to a school resource officer or juvenile court;
 - d. Or a conference with the juvenile's parent.
- 5. Taking a Juvenile into Custody - With or Without a Warrant
 - a. No juvenile shall be incarcerated in the Washington County Jail. An exception to this is afforded to prosecutors under state law, when charging juveniles as adults [CALEA 44.2.2 c.].
 - b. The officer should always attempt to make contact with the parent(s) or legal guardian of any juvenile taken into custody and advise them of the situation [CALEA 44.2.2 e].
 - c. When a juvenile is arrested and taken into custody the officer should contact the juvenile intake officer of the Washington County Juvenile Court to discuss terms and conditions of release or detention. Officers will follow the direction of the juvenile intake officer of the Washington County Juvenile Court who will decide if the juvenile is to be released to a parent/guardian or is to be taken to Washington County Juvenile Detention Center. If the intake officer directs the juvenile to the detention center, the officer will take the juvenile to the detention center without delay, unless the juvenile is in need of emergency medical treatment. If the juvenile is in need of emergency medical treatment, officers will follow FPD 71.1.1. At that point, the juvenile's medical care will receive priority. The intake officer of Washington County Juvenile Court should be notified of the juvenile's condition and assist in determining how the juvenile is to remain in custody during medical treatment or make additional release determinations [CALEA 44.2.2 d.].
 - d. Juvenile requirements are set forth in Arkansas 9-27-320, and requires when a juvenile is arrested for any offense that if committed by an adult would constitute a Class Y, Class A or Class B felony, the juvenile shall be photographed and fingerprinted by the law enforcement agency. ~~when a juvenile is arrested for any offense that if committed by an adult would constitute a felony or a Class A misdemeanor in which violence or the use of a weapon was involved, the juvenile shall be photographed and fingerprinted by the law enforcement agency. Examples of these offenses are but are not limited to: Battery, Domestic Battery, Aggravated Assault, Rape, and Criminal Use of a Prohibited Weapon.~~ These processes will commonly be completed during booking at the Washington County Detention Center [CALEA 1.2.5 b., c.].
 - e. An alternative to taking a juvenile into custody is release of the juvenile through the use of a uniform traffic ticket/citation or an Arkansas Criminal

Citation [CALEA 44.2.1 b.]. If the juvenile is to be released on a traffic violation that would go through Fayetteville District Court, it is not necessary to obtain the authorization of the Washington County Juvenile Court Intake Officer. However, if the juvenile is to be released on a criminal violation that would go through Washington County Juvenile Court, the intake officer should be contacted.

- f. Traffic Offenses - If a juvenile is taken into custody for a warrant on a traffic offense from another jurisdiction, the jurisdiction which issued the warrant should immediately be contacted to determine conditions for release. If the juvenile cannot be immediately released, the juvenile detention center should be contacted [CALEA 44.2.2 d].

6. Taking a Juvenile into Custody - Protective Reasons

- a. An officer may take into custody any "Dependent-neglected juvenile". "Dependent-neglected juvenile" means any juvenile who as a result of abandonment, abuse, sexual abuse, sexual exploitation, neglect, or parental unfitness is at substantial risk of serious harm. When determining to take a child into protective custody, officers will follow the legal guidelines of Arkansas law under Title 12-12-516. When necessary, officers may seek guidance from a supervisor [CALEA 44.2.2 b, 41.2.6].
- b. Any officer taking a juvenile into custody as a "Dependent-neglected juvenile" should immediately contact the Washington County Department of Human Services. Custody of the juvenile will then be transferred to the Washington County Department of Human Services.
- c. Any officer shall take possession of a child who is thirty days old or younger if the child is left with or voluntarily delivered to the Fayetteville Police Department by the child's parent(s) who does not express an intent to return for the child. The law enforcement officer shall take the child into protective custody for seventy-two hours under the Arkansas Child Maltreatment Act. The law enforcement officer shall immediately notify the Division of Children and Family Services of the Department of Human Services.

6. Investigation of Juvenile Offender- Interrogation [CALEA 44.2.3]

- a. Officers of the Fayetteville Police Department must understand that just like adults, juveniles must be afforded certain constitutional rights in respect to Miranda rights. When a juvenile is taken into custody for a delinquent act or criminal offense, a juvenile may invoke his or her right to speak to a parent or guardian in addition to standard Miranda. An officer shall not question a juvenile who has been taken into custody for a delinquent act or criminal offense if the juvenile indicates in any manner that he or she does not wish to be questioned.
- b. During an interrogation, the juvenile's parent or guardian must be present in the building; the parent or guardian must be aware the juvenile waived his/her rights; the parent or guardian must have had the chance to speak with the juvenile about the waiver and the parent or guardian should sign the waiver before an investigator questions a juvenile in custody. Officers should ensure that both the juvenile and the parent or guardian understand the consequences

of the waiver or right to counsel. The juvenile and the parent or guardian must be informed of the alleged delinquent act.

- c. When questioning a juvenile in custody for a delinquent act or criminal offense, officers shall provide the juvenile his or her rights using the Juvenile Waiver of Right to Counsel form and answer any questions that may ensure the juvenile understands his or her rights. Officers should refer to Arkansas Statute 9-27-317 that governs Questioning of a Juvenile. If the juvenile wishes to consult counsel before submitting to any questioning, an officer shall not question a juvenile unless counsel is provided and present.
- d. No waiver of the right to counsel shall be accepted in any case in which the parent, guardian, or custodian has filed a petition against the juvenile, initiated the filing of a petition against the juvenile, or requested the removal of the juvenile from the home.
- e. The duration of interrogation officers or detectives conduct will be reasonable in length. Officers and detectives must understand that the voluntariness of the juvenile's statement will be judged by the totality of the circumstances which may involve a review of several factors: Officers should take into consideration the age, intelligence, educational background, psychological state of the juvenile, mental capacity, including whether the defendant is nervous, physical condition and if an officer with training in youth matters is available or present. Officers should consider the juvenile's prior experience in the criminal system, whether the juvenile is suffering from any injury or pain at the time the statement is given, the time of day, any length of confinement, and whether the juvenile is tired and is desirous of sleep.
- f. During the interrogation, the juvenile should not normally be handcuffed unless they are a danger to themselves or others. Juveniles should not be threatened with bodily harm or made promises of leniency for cooperation.
- g. During interrogation of the juvenile at the Fayetteville Police Department, officers shall not enter the interview room with their firearms but may retain possession of other less-lethal weapons. Firearms shall be locked in departmental provided lock boxes. During the interrogation, there shall be no more than one suspect and two investigators in the interview room. An exception to this rule is that suspects are afforded legal representation, or accompanied by a parent, guardian, or other representative.
- h. Officers/detectives conducting interrogations should ensure that the juvenile is afforded adequate access to restrooms, water, and breaks.
- i. Officers/detectives should ensure the juvenile is familiar with English prior to conducting the interrogation. If the juvenile is not familiar with English and speaks another language, officers/detectives should make arrangements for an interpreter or arrange for an officer to conduct the interrogation in the juvenile's language.
- j. Juveniles who are in the custody of the Department of Human Services, including the Division of Youth Services of the Department of Human Services, must be represented by their attorney ad litem before they can be questioned by police.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 84.1.1 Property Management; Acquired & In-Custody	Effective Date: November 8, 2012
Reference: FPD 83.1	Version: 1
CALEA: 84	No. Pages: 10

I. PURPOSE

The purpose of this directive is to establish a property management system for property acquired by and in custody of the Fayetteville Police Department.

II. DEFINITIONS

- A. Found Property is defined as all recovered items without a known owner, or recovered property where an owner has been identified, but has not been contacted. If found property is not claimed within a period of six months, it will be disposed of through a court order.
- B. Safekeeping is defined as all recovered property with a known owner, and the owner is aware the property is located at the Fayetteville Police Department. If safekeeping property is not claimed within a period of six months, it will be disposed of through a court order.
- C. Evidentiary Property is defined as all property seized in connection or related to a crime or investigation.

III. POLICY

The Fayetteville Police Department will establish and maintain a property management system that will ensure continuity and consistency in the control and accountability of all evidence, lost and found property, and seized property, as well as all items retained for safekeeping or investigations in its custody.

This policy sets forth strict measures for the handling, security, and disposition of all such property in department custody.

A. Accessibility to Secured Evidence Storage Facilities

- 1. Access to secured evidence storage facilities shall be limited to Property and Evidence Division personnel.

- a. The Chief of Police and Deputy Chief of Police have joint access to the secured evidence storage facilities. The Chief of Police shall have possession of the alarm code, and the Deputy Chief of Police shall have possession of the key/fob. Both the Chief of Police and the Deputy Chief of Police must be present to gain access to the secured facilities.
- b. Employees can gain access to the secured evidence storage facilities when accompanied by Property and Evidence Division personnel, and the employee must sign the Property Room Access Log.

B. Control of Property

- I. Control: The department Property and Evidence Division shall maintain exclusive control and accountability of all found, recovered, and seized property, items kept for safekeeping, and evidentiary property.
 - a. In no event will employees store found, safekeeping or evidentiary property in their personal lockers or desk.
 - b. All employees coming in possession of found, recovered, and or seized property, items for safekeeping, or evidentiary property shall record such property by completing a ~~way of an incident report~~, Property and Evidence Submission Form or receipt form before going off duty [CALEA 84.1.1 a, c]. In addition, if the property is not returned to the owner, all employees shall deliver the property to Property and Evidence Division personnel as defined within this policy before going off duty [CALEA 84.1.1 b]. When taking property other than contraband from a person, employees must complete a receipt. When collecting evidentiary property, employees are required to complete an incident report in all cases.
 - (1) An exception to this policy is when evidence is being processed prior to submission to the evidence room. The evidence shall be documented by a Property and Evidence Submission Form and routed to the Property and Evidence Division. With supervisor approval, evidence can be processed for investigative purposes in the secured lab in the Criminal Investigation Division.
 - c. The department recognizes exceptional circumstances may be present during which property might not be submitted to the Property and Evidence Division personnel before an employee goes off duty. In such circumstances, in order to preserve the proper chain of custody, the employee shall notify their supervisor, who will ensure another employee maintains the property in question until such time it can be presented to Property and Evidence personnel [CALEA 84.1.1 b].
 - d. Mailing evidence: On rare occasions, it becomes necessary for an employee to mail property and/or evidence directly to a forensic laboratory and/or to another source. When that occurs, the employee shall adhere to the following procedure:
 - (1) A supervisor must authorize the direct mailing of property/evidence.
 - (2) The employee shall complete a Property and Evidence Submission Form and submit it to Property and Evidence personnel.
 - (3) The employee shall properly package and seal the property/evidence before taking the property/evidence to a postal facility.
 - (4) The employee shall mail the property/evidence by certified mail, with a return receipt requested. The employee shall complete a US Postal Service PS Form

3811 (green Domestic Return Receipt card), and ensure the Article Number from the associated PS Form 3800 (white and green Certified Mail Receipt) is recorded on the card. The employee shall write his/her name and badge/employee number, as well as the corresponding case number, on the card.

(5) The employee shall complete the Certified Mail Receipt, and ensure the postal employee date stamps the receipt for the associated case file.

(6) When the signed Domestic Return Receipt card is returned to the police department, the employee shall secure the card with the associated case file or evidence submission sheet. [CALEA 83.3.2]

2. Submission of Evidence: Fayetteville Police Department personnel, with regard to all evidence, lost and found property, seized property, and items retained for safekeeping or investigations will follow these guidelines [CALEA 84.1.1 d.]:

- a. Properly package each item;
- b. Items with blood and/or other bodily fluids shall be air dried to prevent cross contamination before being properly packaged;
- c. Similar items may be packaged together;
- d. Certain types of items require additional security measures while stored in evidence. For that reason, the following items shall be packaged separately [CALEA 84.1.1 e.]:
 - (1) Narcotics/drugs;
 - (2) Firearms;
 - (3) Money; and
 - (4) Jewelry.
- e. Narcotic and dangerous drug evidence (capsules, pills, etc.) shall be counted and weighed by the submitting employee. The substance will then be sealed in a tamper-proof protective packaging and initialed by the employee on the seal. All drug evidence handled by the Fourth Judicial District Drug Task Force shall have a Property and Evidence Submission Form completed prior to submission to the forensics laboratory. This form must be submitted to Property and Evidence Division personnel for entry into the record management system.
- f. Money: Any time money is inventoried or seized, it should be counted in front of the person(s) from whom it is being taken, and the "two man" rule will shall apply. ~~If this is not possible, the "two man" rule will apply.~~ In other words, a minimum of two employees will count the money and sign both the receipt and the tally sheet ~~and submission form~~. The money shall be packaged separately from other evidence items. The amount and denomination of the currency shall be recorded on a tally sheet. The tally sheet shall be completed prior to removing it from the point of seizure unless there are articulable circumstances which make it practical to complete the tally sheet at another location. The tally sheet shall then be attached to a Property/Evidence Submission Form.
- g. Properly label/identify each item on a Fayetteville Police Department Property and Evidence Submission Form;
- h. If submission occurs at a time when Property and Evidence Division personnel are not present, employees will secure the evidence in an evidence locker [CALEA 84.1.3]:
 - (1) Over-sized property shall be secured in the department's large property/evidence lockers ~~if submission occurs at a time when Property and Evidence personnel are not present.~~

- (2) If submission of biological and deoxyribonucleic acid (DNA) related evidence requires refrigeration occurs at a time when the Property and Evidence personnel are not present, employees will secure the evidence in the refrigerated evidence locker [CALEA 84.1.3].
- i. In the event that Property and Evidence Division personnel are not present and all of the above listed secure areas are in use, or items are too large for the secure areas, personnel are required to contact the on-call Property and Evidence Division employee. Personnel must wait for authorized Property and Evidence personnel to respond and secure the property. An exception to this is in arranging for another employee to take chain of custody by notification of a supervisor as previously stated in this policy.
3. Accountability: The utilization of property logs, property and evidence submission forms, inventories and other documents, shall ensure all records provide an up-to-date and correct accountability of found, recovered, items held for investigation, safekeeping and evidentiary property. The following information shall be either placed on a Fayetteville Police Department Property and Evidence Submission Form or recorded in the system by way of a receipt form or incident report for each item of evidence [CALEA 84.1.5]:
- a. Location of property within the department;
 - b. Date and time property was received and subsequently released;
 - c. Description, type and amount of property on hand;
 - d. Chain of custody from the time property was received until final disposition ~~should~~ shall be maintained by a Property and Evidence Submission Form, receipt form or incident report. There may be circumstances in which an item of property is not turned over to Property and Evidence Division personnel. These circumstances shall be documented in the incident report and the proper receipt form, for example:
 - (1) Items returned immediately at the scene of collection;
 - (2) Items sent to the forensics laboratory before it was entered as evidence (Property and Evidence Submission Form required); and
 - (3) Items going to the Criminal Investigation Division and returned to owner.
 - e. The date and results of all inspections, inventories, and audits of record.
4. Property and Evidence Manager for Found, Recovered and Evidentiary Property: The Property and Evidence manager shall be designated as property custodian and held accountable for all property accepted by and stored in the department's property storage areas.
5. Receipt of Package Deliveries: Property and Evidence Division personnel are responsible for receiving all deliveries from forensic laboratories. An entry ~~should~~ shall be made in the evidence tracking system indicating the receipt of the number of received ~~unopened~~ packages.
6. Right of Refusal: Property and Evidence Division personnel will have the right to refuse acceptance of any item submitted improperly. Property and Evidence Division personnel will notify the appropriate supervisor and make arrangements for the submitting officer to make necessary corrections.

C. Appointment of New Evidence Manager - In the event a new Property and Evidence manager is appointed, a joint inventory with the new manager, a designee of the Chief of Police and the outgoing property manager, **when possible and appropriate**, shall be held to ensure proper documentation and accountability [CALEA 84.1.6 b].

1. The purpose of such an inventory shall be to guarantee the continuity of custody and ensure the system's integrity and property accountability.
2. The incoming Property and Evidence manager shall ensure all records are up-to-date and properly annotated.
3. All discrepancies shall be documented prior to the transfer of property accountability to the incoming Property and Evidence manager.

D. Inspection and Inventory –

1. The Chief of Police shall require the Property and Evidence manager to conduct a semi-annual inspection of recovered and evidentiary property to ensure adherence to procedure [CALEA 84.1.6 a]. This inspection shall verify the following:
 - a. Department orders and directives concerning property management are being followed;
 - b. Property is stored in such a manner as to protect it from damage and deterioration;
 - c. Proper accountability procedures are being maintained; and
 - d. Property having no further evidentiary value is being disposed of promptly.
2. The Chief of Police shall require an annual inventory of property and evidence held by the police department. This inventory will be conducted by the Chief of Police, or a designee not routinely or directly connected with control of the Property and Evidence Division [CALEA 84.1.6 c]. This inventory may be conducted with the assistance of the Property and Evidence Division personnel.
3. Unannounced inspections of the property storage areas are conducted when the Chief of Police so directs, at least once a year [CALEA 84.1.6 d]:
 - a. The Chief of Police shall appoint an individual and a time period to conduct spot inspections.
 - b. Property accountability and security procedures shall receive primary attention during spot inspections.
 - c. The majority of the spot inspection shall consist of a random comparison of records with actual property items.
4. The Property and Evidence manager shall conduct an inventory ~~count~~ whenever a change in Property and Evidence Division personnel occurs.

E. Disposition of Found, Recovered, Seized, Safekeeping and Evidentiary Property
[CALEA 84.1.1 g]

- A. Employees should attempt to identify the owners of found property and attempts shall be made to return found and recovered stolen property to its rightful owner(s) [CALEA 84.1.1 f]. Attempts to contact the owners of found and safekeeping property prior to destruction will be documented by Property/Evidence Division personnel.
- B. Evidentiary property may be returned to the owner prior to the court case with written permission from the prosecutor, lead investigator, or judge.
- C. Recovered or evidentiary property returned should be photographed when possible. This photograph should include the person receiving the item, or the item with a valid driver's license or government issued identification of the person receiving the item.
- D. If the property in question is cannot be returned to the owner, the Property and Evidence manager will obtain a court order to have property converted to departmental use, sold at auction or destroyed.
- E. The disposition of all property acquired through civil action or asset forfeiture shall be managed pursuant to legal authority [CALEA 84.1.8].
- F. Evidentiary property may be checked out to employees for court purposes. A record of chain of custody will be maintained by the Property and Evidence manager. Employees are required to maintain the proper chain of custody with the evidence, return it to the Property and Evidence Division after court, and provide the Property and Evidence manager with written correspondence to account for any items taken by the court as exhibits [CALEA 84.1.1 g].
- G. Evidentiary property may be checked out to employees for purposes of examination. A record of chain of custody will be maintained by the Property and Evidence manager. Employees are required to maintain the proper chain of custody with the evidence and return it to the Property and Evidence Division after examination. Employees may temporarily lock property in approved lockers/cabinets within the secured lab in the Criminal Investigation Division, but must maintain sole control of the respective key [CALEA 84.1.1 g].
- H. Property / Evidence Disposition Forms
 - a. Employees will receive a Property / Evidence Disposition Form on items seized for evidentiary purposes, but will not receive the document for found and safekeeping property.
 - b. Employees are required to research and complete Property / Evidence Disposition Form(s). The document(s) should be returned to Property / Evidence personnel within twenty-one (21) days.
 - c. Employees will utilize the Washington County Circuit Clerk and Probate Court's website to check the disposition of the case if the item is seized in connection with a case assigned to the Washington County Circuit Courts.

- d. Employees will utilize Virtual Justice software to gain access to the Fayetteville District Court's computer system to check the disposition of the case if the item is seized in connection with a case assigned to the Fayetteville District Court.

I. Evidence Not To Be Destroyed;

- a. Felony evidence listed below shall not be disposed of:
 - (1) Homicide (solved or unsolved), unless there is an order from the court that is signed by the judge authorizing the disposal of evidence;
 - (2) When a suspect is incarcerated and an appeal is possible;
 - (3) When there is no suspect, and the statute of limitations has not yet run;
 - (4) When the evidence is part of a suspected serial crime; or
 - (5) When directed to retain the evidence by a department supervisor, prosecutor, or court order.
- b. Misdemeanor evidence listed below shall not be disposed of:
 - (1) Property that has not yet been held past the 30-day appeal period after the final disposition has been entered; or
 - (2) The statute of limitations has not yet run.

J. Training Aids [CALEA 84.1.4] - Narcotic detection training for police canines is vital to ensure the success of the canine program. The following procedures will be adhered to in order to ensure strict and correct accountability of narcotic training aids.

- a. Each canine handler or trainer will check out narcotic training aids from the Property and Evidence Division as needed. The Property and Evidence manager will maintain records of these transactions as detailed below:
- b. Training aids shall be packaged and prepared by Property and Evidence personnel in the following manner:
 - (1) The substance will be weighed and contained in a double heat-sealed plastic package;
 - (2) The package will contain a clearly visible label identifying the substance, its weight, the date and time of packaging and the signature of the Property and Evidence manager and witness; and
 - (3) The label will have a specific training aid number unique to each training aid package.
- ~~e. Property and Evidence personnel will issue seized narcotics that have been adjudicated by the court for use in canine training.~~
- d. Property and Evidence Division personnel will issue narcotics for use as canine training aids. ~~that have been adjudicated by the court.~~
 - (1) Property and Evidence Division personnel will use seized narcotics that have been adjudicated by the court and will obtain a court order for the conversion of the seized narcotics for the department use as a canine training aid; or
 - (2) The narcotics will be obtained through the Drug Enforcement Administration.

- e. The narcotic training aids should be removed from use in training at least every year and replaced as needed. ~~with recently adjudicated narcotic items if possible.~~
- f. A logbook will be created by the Property and Evidence manager and will be utilized to maintain a record of the training aid packages:
 - i. It shall be the canine handler or trainer's responsibility to provide narcotics training aids for inspection to Property and Evidence personnel at least once every 30 days. Each package will be detailed in the logbook indicating the substance, training aid number and handler to whom the item is checked out.
 - ii. Each package logged out the canine handler or trainer will be checked against the logbook entry and for any apparent tampering or damage.
 - iii. Property and Evidence personnel will sign and note the date and time of the inspection for each entry in the logbook.
 - iv. Property and Evidence personnel will fully inspect the training aid packages to ensure their integrity. If any questions arise in reference to this inspection, the training aids will be logged into evidence and the canine supervisor will be notified.
 - v. If Property and Evidence personnel suspect the training aids to have been tampered with or if they are missing, the patrol captain will be notified immediately and will cause a complaint to be filed with the Office of Professional Standards.
 - vi. If the packaging appears to have minor damage but the integrity is intact, Property and Evidence personnel will repackage the training aid and notify the patrol captain.

K. Issuance of Controlled Substances for Investigative Purposes [CALEA 84.1.4] –
There exists occasions where the Fayetteville Police Department Property and Evidence Division is called upon to issue controlled substances to officers for investigative purposes. The following procedures will be adhered to in order to ensure strict and correct accountability.

- a. Prior to the request of issuance of controlled substances, the requesting parties are to have reviewed and processed adjudicated cases in order to locate suitable controlled substances:
 - i. A court order shall be obtained authorizing the conversion for investigative purposes.
 - ii. The court order must be presented to Evidence personnel.
- b. Evidence personnel will abide by the following upon issuance of controlled substances:
 - i. Evidence personnel must review and accept the governing court order.
 - ii. Evidence personnel will release controlled substances to requesting officers by way of a ~~CID Form 7~~ receipt and must detail types of substances, number of packages, and their weights and/or quantity and specific pill count.

- iii. Evidence personnel will oversee and govern any required repackaging of the original evidence.
 - iv. Evidence personnel must complete a chain of possession in the department's computer operating system under the original entry and make notation in documents detailing the information on the receipt ~~CID Form 7~~.
 - v. Evidence personnel will place a copy of the respective court order and receipt ~~CID Form 7~~ with the original submission form.
- c. Evidence personnel will abide by the following upon return of controlled substances when investigative purposes are completed:
- i. Evidence personnel will inspect the return controlled substances by sight, weight, and count and conduct a comparison to issuance records.
 - ii. Evidence personnel will report any discrepancies involving issuance and returned items to their supervising captain.
 - iii. Evidence personnel will make notation of returned items under the original entry documenting case information.
 - iv. Evidence personnel will enter controlled substances into corresponding new case numbers created by the investigations for future tracking purposes.

L. Storage of Property, Found, Recovered, Seized, Safekeeping, Investigations and Evidentiary Property [CALEA 84.1.1 e.]

- a. Storage: All property stored by the department shall be held in designated secure areas [CALEA 84.1.2]. Items of in-custody property that, by their very nature, require extra security shall be stored in separate and locked locations within the evidence room, i.e. narcotic and dangerous drugs, firearms, money and distinguishably expensive jewelry [CALEA 84.1.1 e.].
- b. Currency for Deposit: The Property and Evidence manager or designee has the authority to deposit currency. The original package of currency must be opened and the amount verified with a tally sheet initialed by two members of Property and Evidence. A member of Property and Evidence shall take the tally sheet and currency to the City of Fayetteville Business Office for deposit and receipt. The receipt and ledger must be maintained by Property and Evidence personnel [CALEA 84.1.1 e.].
- c. Access: Access to all recovered and evidentiary property storage areas will be strictly limited to authorized personnel to prevent the alteration, unauthorized removal, theft, or other compromise of property stored by the department [CALEA 84.1.2].
- d. Perishable Items: All perishable items of evidence, such as blood or urine specimens, shall be stored in a secure refrigerator in the evidence room whenever possible so their properties will be as unchanged as possible before they are examined in a laboratory or presented in court.

- e. **Vehicles or Other Large Items:** All vehicles or other large items seized as evidence in drug investigations or other felony crimes ~~should~~ **shall** have a Property and Evidence Submission Form completed and turned in to Property and Evidence personnel. Property and Evidence personnel will arrange to have the vehicle or other large items secured in the department authorized off-site facility.
- f. The lieutenant in the Criminal Investigation Division is required to conduct an audit of all untested sexual assault collection kits and any associated evidence stored at the police department. The lieutenant shall report the information to the Arkansas State Crime Laboratory before December 31 of each year.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 26 of 695

Text File

File Number: 2015-0423

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

NABHOLZ OF BIXBY, OKLAHOMA:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A ROTARY LIFT SYSTEM FROM NABHOLZ OF BIXBY, OKLAHOMA IN THE AMOUNT OF \$45,990.85 PLUS APPLICABLE TAXES PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT FOR USE BY FLEET OPERATIONS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a rotary lift system from Nabholz of Bixby, Oklahoma in the amount of \$45,990.85 plus applicable taxes pursuant to a National Joint Powers Alliance cooperative purchasing agreement for use by Fleet Operations.

City of Fayetteville Staff Review Form

2015-0423

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

9/10/2015

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a Rotary lift system available through NJPA in the amount of \$50,474.96 offered through Nabholz or Bixby, Oklahoma.

Budget Impact:

9700.1920.5801.00

Shop Improvements

Account Number

Fund

12007.01

Shop Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 209,526.00

Funds Obligated

\$

Current Balance

\$

209,526.00

Does item have a cost? Yes

Item Cost

\$

50,474.96

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$

159,051.04

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: September 10, 2015
SUBJECT: Purchase of one Lift System for Fleet

RECOMMENDATION:

That City Council approve the purchase of one Rotary lift system along with 4 jack stands and 2 cross beams with support blocks are available through NJPA. This system is offered through Nabholz of Bixby, Oklahoma in the amount of \$50,474.96.

BACKGROUND:

Fleet Operations currently only has one large vehicle lift and three light/medium vehicle lifts in the shop. The current lifts are in constant use with vehicles waiting to be serviced or repaired. The Shop Improvement fund (project# 12007) was approved by Council in 2012 for the purpose of adding additional lifts to the Fleet shop.

DISCUSSION:

Fleet recommends the purchase of one Rotary lift system along with 4 jack stands and 2 cross beams with support blocks are available through NJPA. This system is offered through Nabholz of Bixby, Oklahoma in the amount of \$50,474.96. The Fleet department compared this price to other offers, NJPA was the best price for what is needed.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and are available for this purchase.

Attachments:

PO – Purchase Requisition

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) 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.							Requisition No.:	Date: Tentative Agenda 9/10/2015 Page 129 of 695	
Vendor #: 2360 Vendor Name: Nabholz Construction							P.O Number:		
							Legistar#: 2015-0423		
Address:					FOB Point:		Taxable ☒ Yes ☐ No		Expected Delivery Date:
City:			State:		Zip Code:	Ship to code: 50	Quotes Attached ☐ Yes ☒ No		
Requester: Sara Glenn					Requester's Employee #: 3912		Extension: 3485		
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #
1	Portable Lift 4-unit Wireless System w/ Movable Forks 72,000lb Capacity	1	ea	39,688.05	\$39,688.05	9700.1920.5801.00	12007.01		
2	Saddle Cross Beam with 2 support blocks for Frame Pick-up	2	ea	1,480.92	\$2,961.84				
3	Screw-Type Adjustable Jack Stands 56.1"-82.3" 18,000lb Capacity	4	ea	672.74	\$2,690.96				
4	Shipping, fill, test and training	1	ea	650.00	\$650.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:							Subtotal: \$45,990.85 Tax: \$4,484.11 Total: \$50,474.96		
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other:									

[Home](#) > [National Cooperative Contract Solutions](#) > [Contracts - Fleet](#) > [Fleet Services, Parts & Equipment](#) > [Rotary Lift](#)

Rotary Lift

**Contract#:** 061015-RRL**Category:** Fleet Services, Parts & Equipment**Description:** Heavy Duty Vehicle Lifts**Maturity Date:** 07/21/2019[Overview](#)[Contract Documentation](#)[Pricing](#)[Marketing Materials](#)[NJPA Contact Information](#)**HOW TO PURCHASE** ?
[Our step-by-step guide](#)

Vendor Contact Info

Christine Bilz

Direct Phone: 800-445-5438 x
5518bilz@rotarylif.comwww.rotarylif.com

Tammy Harmon

Direct Phone: 800-445-5438 x
5518Tharmon@rotarylif.comwww.rotarylif.com

Rotary Lift is the world leader in hydraulic light duty/heavy duty vehicle lifts and special tools and has been in business for over 90 years. The legendary reputation has set the standard for quality, durability, reliability and attention to safety throughout the automotive service market. With an uncompromising commitment to product quality, testing and safety, Rotary is the world's most trusted lift and a founding member of the Automotive Lift Institute.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road, Suite 101 of 695
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0422

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

BID NO. 15-47 PETERBILT OF FORT SMITH:

A RESOLUTION TO AWARD BID NO. 15-47 AND AUTHORIZE THE PURCHASE OF A PETERBILT 320 DIESEL TRUCK WITH LABRIE/WITTKE SUPERDUTY FRONT LOADER FROM PETERBILT OF FORT SMITH IN THE AMOUNT OF \$243,520.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

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 No. 15-47 and authorizes the purchase of a Peterbilt 320 diesel truck with Labrie/Wittke Superduty Front Loader from Peterbilt of Fort Smith in the amount of \$243,520.00 for use by the Recycling and Trash Collection Division.

City of Fayetteville Staff Review Form

2015-0422

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

9/10/2015

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one Peterbilt 320 with Labrie/Wittke Superduty Front Loader from bid 15-47 and is available through Peterbilt of Fort Smith in the amount of \$243,520.00.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02082.2015

Solid Waste Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 326,533.00

Funds Obligated \$ -

Current Balance **\$ 326,533.00**

Does item have a cost? Yes

Item Cost \$ 243,520.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 83,013.00**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: September 10, 2015

SUBJECT: Purchase of one Front Loader for Recycling and Trash Collection

RECOMMENDATION:

That City Council approve the purchase of one Peterbilt 320 with Labrie/Wittke Superduty Front Loader from bid 15-47 and is available through Peterbilt of Fort Smith in the amount of \$243,520.00.

BACKGROUND:

Unit 484 is a 2006 Autocar Front Load Solid Waste Collection Truck. Maintenance cost have reached 83% of its original purchase price. It is by far, the oldest front loader in the City's fleet and can no longer stand up to the tasks Recycling and Trash Collection needs it to perform.

DISCUSSION:

Fleet recommends the purchase of one Peterbilt 320 with Labrie/Wittke Superduty Front Loader from bid 15-47 and is available through Peterbilt of Fort Smith in the amount of \$243,520.00. Peterbilt did have a slightly lower bid that had a different body, however that option did not meet the specifications required.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

Attachments:

PO – Purchase Requisition

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) 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.							Requisition No.:	Date: 9/10/2015		
							P.O Number:			
Vendor #: 19771		Vendor Name: Peterbilt of Fort Smith					Mail ☐ YES ☒ NO Taxable ☒ YES ☐ NO Quotes Attached ☐ YES ☒ NO		Legistar#: 2015-0422 Expected Delivery Date:	
Address:					FOB Point:					
City:			State:		Zip Code:	Ship to code:				
Requester: Sara Glenn					Requester's Employee #: 3912		Extension: 3485			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Peterbilt 320 with Labrie/Wittke Superduty Front Loader	1	ea	243,520.00	\$243,520.00	9700.1920.5802.00	02082.2015	4032	704032	
2	To be unit 4032, Fixed asset 704032				\$0.00					
3	From Bid 15-47				\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: \$243,520.00 Tax: \$0.00 Total: \$243,520.00			
Approvals: Mayor: _____ Department Director: _____ Purchasing Manager: _____ Chief Financial Officer: _____ Budget Director: _____ IT Director: _____ Dispatch Manager: _____ Utilities Manager: _____ Other: 										



Bid: 15-47
8/18/2015
2:00 PM
City of Fayetteville

Bid 15-47, Front Load Solid Waste Collection Truck

BIDDER	QTY	Diesel Truck Cab & Chassis	Front Load Solid Waste Collection Body	Total Bid
Peterbilt of Fort Smith - Opt 1 Mfg/Model	1	\$ 131,474.00 Peterbilt 320	\$ 108,284.32 Amrep/TCS HX450FL	\$ 239,758.32
Peterbilt of Fort Smith - Opt 2 Mfg/Model	1	\$ 131,474.00 Peterbilt 320	\$ 112,046.00 Labrie/Wittke Superduty Front Loader	\$ 243,520.00
Shibley Motor Equipment Company Mfg/Model	1	\$ 143,941.93 Mack MRU 613	\$ 112,046.00 Labrie Wittke	\$ 255,987.93
Truck Component Services - Opt 1 Mfg/Model	1	\$ 154,445.00 Autocar ACX64 Class 8	\$ 108,284.32 Amrep HX450FL	\$ 262,729.32
Truck Component Services - Opt 2 Mfg/Model	1	\$ 176,340.00 Crane Carrier Co LET 2-46	\$ 108,284.32 Amrep HX450FL	\$ 284,624.32

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

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

Caroly Key

Witness

8-18-15

Date

**Denotes Calculation Error



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323
Page 6 of 695

Text File

File Number: 2015-0411

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

BID NO. 15-48 ALLIANCE PUMP & MECHANICAL, INC.:

A RESOLUTION TO AWARD BID NO. 15-48 AND AUTHORIZE A CONTRACT WITH ALLIANCE PUMP & MECHANICAL, INC. IN THE AMOUNT OF \$78,950.00 PLUS APPLICABLE TAXES TO REBUILD SEVEN (7) GEARBOXES AT THE NOLAND WASTEWATER TREATMENT PLANT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 15-48 and authorizes a contract with Alliance Pump & Mechanical, Inc. in the amount of \$78,950.00 plus applicable taxes to rebuild seven (7) gearboxes at the Noland Wastewater Treatment Plant.

City of Fayetteville Staff Review Form

2015-0411

Legistar File ID

10/6/2015

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

Billy Ammons

8/25/2015

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Fayetteville City Administration recommends approval of Bid 15-48 with Alliance Pump & Mechanical Inc. for the service to rebuild seven (7) gearboxes for the Noland WWTP for \$78,950.00 plus \$7,697.63 tax, totaling \$86,647.63. Funds are available within the Wastewater Treatment Plant CIP – Plant Pumps and Equipment project.

Budget Impact:

5400.5800.5414.00		Water/Sewer	
Account Number		Fund	
02069.1		Plant Pumps and Equipment - WWTP	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 370,596.21
		Funds Obligated	\$ -
		Current Balance	\$ 370,596.21
Does item have a cost?	Yes	Item Cost	\$ 86,647.63
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ 283,948.58

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

STAFF MEMO

MEETING OF OCTOBER 6, 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: August 25, 2015

SUBJECT: Approval of Bid 15-48 with Alliance Pump & Mechanical Inc. for the service to rebuild seven (7) gearboxes for the Noland WWTP for \$78,950.00.

RECOMMENDATION:

Fayetteville City Administration recommends approval of Bid 15-48 with Alliance Pump & Mechanical Inc., for the service to rebuild seven (7) gearboxes for the Noland WWTP for \$78,950.00 plus \$7,697.63 tax, totaling \$86,647.63. Funds are available within the Wastewater Treatment Plant CIP – Plant Pumps and Equipment project.

BACKGROUND:

The Noland WWTP uses a biological nutrient removal system to treat the City's wastewater. Each of the two basins uses a series of six mixers and eight large mechanical aerators to provide the mixing and necessary oxygen for the microorganisms to treat the wastewater. The existing mixers and aerators are more than 25 years old and many are in need of repair. Even though they have exceeded their life expectancy, rebuilding the gearboxes is significantly more cost effective than replacing them with new units and generally provides a similar life expectancy.

DISCUSSION:

The City received two bids on August 19, 2015 to rebuild seven (7) gearboxes at the Noland WWTP. Alliance Pump & Mechanical Inc. submitted the lowest bid and it meets specifications.

Bidder	Bid
Alliance Pump & Mechanical Inc.	\$78,950.00
Evans Enterprises, Inc.	\$86,925.59

BUDGET/STAFF IMPACT:

Funds are available in the Wastewater Treatment Plant CIP – Plant Pumps and Equipment project.

ATTACHMENTS:

Staff Review Form
Purchase Order
Bid 15-48 Tabulation
Bid 15-48 Submittals

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) 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.							Requisition No.:	Date: 8/25/2015		
							P.O Number:			
Vendor #: 25149		Vendor Name: Alliance Pump & Mechanical Inc					Mail ☐ Yes ☐ No		Legistar#: 2015-0411	
Address: 627 South Cottage Ave					FOB Point: Noland WWTP		Taxable ☒ Yes ☐ No			
City: Independence			State: MO		Zip Code: 64050	Ship to code: 72701	Quotes Attached ☒ Yes ☐ No		Expected Delivery Date:	
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#15-48, Mixer Gearbox rebuild for Mixing Equipment Co, Lightnin, Model 83Q5	3	EA	\$7,025.80	\$21,077.40	5400.5800.5414.00		02069.1		
2	Per Bid#15-48, Aerator Gearbox rebuild for Mixing Equipment Co, Lightnin, Model LAT-160	2	EA	\$14,989.50	\$29,979.00	5400.5800.5414.00		02069.1		
3	Per Bid#15-48, Aerator Gearbox rebuild for Mixing Equipment Co, Lightnin, Model LAT-130	2	EA	\$13,946.80	\$27,893.60	5400.5800.5414.00		02069.1		
4										
5										
6										
7										
8										
9										
10										
*	Shipping/Handling		Lot							
Special Instructions:							Subtotal: \$78,950.00			
							Tax: \$7,697.63			
							Total: \$86,647.63			
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 15-48, Noland WWTP Gearbox Rebuilds
Wednesday, August 19, 2015, before 2:00 PM Local Time

Item	DESCRIPTION			Alliance Pump & Mechanical Inc			Evans Enterprises Inc		
		Est. Qty		Price Per Unit		Total Price	Price Per Unit		Total Price
1	REBUILD - Mixing Equipment co, Lightnin, Model 83Q5 Mixer Gearbox	3	x	\$	7,025.80	= \$ 21,077.40	\$	6,873.57	= \$ 20,620.71
2	REBUILD - Mixing Equipment Co, Lightnin, Model LAT-160, Aerator Gearbox	2	x	\$	14,989.50	= \$ 29,979.00	\$	19,189.21	= \$ 38,378.42
3	REBUILD - Mixing Equipment Co, Lightnin Model LAT-130, Aerator Gearbox	2	x	\$	13,946.80	= \$ 27,893.60	\$	13,963.23	= \$ 27,926.46
TOTAL BASE BID						\$ 78,950.00			\$ 86,925.59

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

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

Carolyn Reef

Witness

8-19-15

Date

INVITATION TO BID

INVITATION TO BID: Bid 15-48, Noland WWTP Gearbox Rebuilds

DEADLINE: Wednesday, August 19, 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: Monday, July 27, 2015

INVITATION TO BID**Bid 15-48, Noland WWTP Gearbox Rebuilds**

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, Inc.

Contact Person: Heidi R. Lee Title: Sales mgr

E-Mail: hydro.thepumpgirl@gmail.com Phone: 816-810-7190 cell

Business Address: 627 South Cottage Ave

City: Independence State: MO Zip: 64050

Signature: H.R. Lee Date: 8/14/15

DATE REQUIRED AS A COMPLETE UNIT: Rebuilds 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	Qty	PRICE PER UNIT	TOTAL
1	REBUILD - Mixing Equipment Co, Lightnin, Model 83Q5 <u>Mixer Gearbox</u>	3	x \$ <u>7,025.80</u>	= \$ <u>21,077.40</u>
2	REBUILD - Mixing Equipment Co, Lightnin, Model LAT-160 <u>Aerator Gearbox</u>	2	x \$ <u>14,989.50</u>	= \$ <u>29,979.00</u>
3	REBUILD - Mixing Equipment Co, Lightnin Model LAT-130 <u>Aerator Gearbox</u>	2	x \$ <u>13,946.80</u>	= \$ <u>27,893.60</u>

TOTAL BASE BID \$ 78,950.00

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.



Heidi R. Lee
Municipal Business Development

BID FORM CONTINUE

(816) 810-7190 cell
(816) 833-8035 fax
Hydro.ThePumpGirl@gmail.com
www.alliancepump.com
627 South Cottage
Independence, MO 64050

Bidder: Alliance Pump & Mechanical

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.

Tentative Agenda
Page 144 of 695

*NAME OF FIRM: Alliance Pump & Mechanical

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name ↑ same ↑

*BUSINESS ADDRESS: 627 S. Cottage Ave

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

*PHONE: 816-810-7190 FAX: 816-817-4547

*E-MAIL: hydro.thepumpgirl@gmail.com

*BY: (PRINTED NAME) Heidi R Lee

*AUTHORIZED SIGNATURE: HLR

*TITLE: Sales Manager

*DUNS NUMBER: 137834508 CAGE NUMBER: _____

*TAX ID NUMBER: 43-1898357

Acknowledge Addendums:

Addendum No. 1 Dated: 7/30/15 Acknowledged by: HLR

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

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 Rennie, 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 JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices

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

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

18. CANCELLATION:

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

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

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

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it

commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren Rennie 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 Rennie, 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

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. Leaving item blank shall indicate bidder does not meet the listed specification.
- 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 rebuilding of three (3) mixer gearboxes and four (4) aerator gearboxes for aeration basin at the Noland Waste Water Treatment Plant (WWTP). Motors shall not be part of this bid.
- 1.2** Bidder shall be responsible for pickup of the mixers and aerators prior to rebuild services and deliver of units after rebuild services are complete.
- 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 gearboxes and all ancillary appurtenances shall be the **responsibility of the City of Fayetteville**. **This bid does not include any installation services and is for rebuild services only.**

2. TECHNICAL SPECIFICATIONS –**2.1 LINE ITEM #1 – Rebuild of Three (3) Mixer Gearboxes**

Existing equipment: Mixing Equipment Co, Lightnin Model 83Q5, Gear Drive Unit Size 83, Double Reduction, 25.6:1 ratio. Rebuild service shall include the following at a minimum:

- a. ☒ Disassembly of unit
- b. ☒ Steam clean all parts
- c. ☒ Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. ☒ Replacement of all seals, gaskets, O-rings, etc.
- e. ☒ Replacement of all bearings, bearing housings, and shims
- f. ☒ Rotation and testing after assembly

- g. ☒ Gearbox shall be painted same color as existing unit

2.2 LINE ITEM #2 – Rebuild two (2) Model LAT-130 Aerator Gearboxes

Existing equipment: Mixing Equipment Co, Lightnin Model LAT-160, Gear Drive Model 881 Q100, Gear Drive Unit Size 881, Double Reduction, 25.6:1 ratio. Rebuild service shall include the following at a minimum:

- a. ☒ Disassembly of unit
- b. ☒ Steam clean all parts
- c. ☒ Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. ☒ Replacement of all seals, gaskets, O-rings, etc.
- e. ☒ Replacement of all bearings, bearing housings, and shims
- f. ☒ Rotation and testing after assembly
- g. ☒ Gearbox shall be painted same color as existing unit

2.3 LINE ITEM #3 – Rebuild Two (2) Model LAT-130 Aerator Gearboxes

Existing equipment: Mixing Equipment Co, Lightnin Model LAT-130, Gear Drive Model 880 Q50, Gear Drive Unit Size 880, Double Reduction, 32:1 ratio. Rebuild service shall include the following at a minimum.

- a. ☒ Disassembly of unit
- b. ☒ Steam clean all parts
- c. ☒ Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. ☒ Replacement of all seals, gaskets, O-rings, etc.
- e. ☒ Replacement of all bearings, bearing housings, and shims
- f. ☒ Rotation and testing after assembly
- g. ☒ Gearbox shall be painted same color as existing unit

3. WARRANTY –

3.1 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 one (1) year from the date of acceptance by the City. Delivery to the City does not guarantee acceptance of products.
- b. ☒ Warranty shall include all parts, labor, and transportation to and from the location of the warranty administrator.

4. STANDARDS –

4.1 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).

5. DELIVERY/DOCUMENTATION -

- 5.1** 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.
- 5.2** All units shall be delivered FOB to the Noland WWTP, located at 1400 N Fox Hunter Rd, Fayetteville, AR 72701.
- 5.3** Unit shall be fully assembled, serviced, and ready for operation as delivered.
- 5.4** Physical and electrical installation of the gearboxes and all ancillary appurtenances shall be the responsibility of the City of Fayetteville.

Bid 15-48, Addendum 1

Date: Thursday, July 30, 2015

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: Bid 15-48, Noland WWTP Gear Box Rebuilds

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Item 1, Model 83Q5 Mixer Gearboxes serial numbers are as follows:
 - a. 8625435501
 - b. 8625433502
 - c. 8625435510
2. Item 2, Model LAT-160 Aerator Gearbox serial numbers are as follows:
 - a. 8625435701
 - b. 8625435704
3. Item 3, Model LAT-130 Aerator Gearbox serial numbers are as follows:
 - a. 8625435606
 - b. 8625435607
4. On page 12 of 13 in the bid, Line Item 2.2 should read as follows:
 - a. **LINE ITEM #2 – REBUILD TWO (2) MODEL LAT-160 AERATOR GEARBOXES**
 - All other information in this section is correct and refers to LAT-160 and NOT LAT-130 as noted in the current bid documents.



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 15-48, Noland WWTP Gearbox Rebuilds

DEADLINE: Wednesday, August 19, 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: Monday, July 27, 2015

INVITATION TO BID

Bid 15-48, Noland WWTP Gearbox Rebuilds

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.

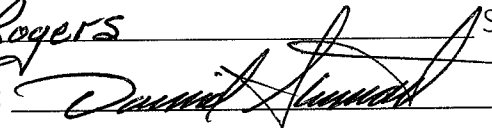
Name of Firm: Evans Enterprises, Inc.

Contact Person: David Stewart Title: Plant Manager

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

Business Address: 2001 North 13th

City: Rogers State: AR Zip: 72756

Signature:  Date: 8-19-15

City of Fayetteville
Bid 15-48, Noland WWTP Gearbox Rebuilds
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Rebuilds 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	Qty	PRICE PER UNIT	TOTAL
1	REBUILD - Mixing Equipment Co, Lightnin, Model 83Q5 <u>Mixer Gearbox</u>	3	x \$ <u>6,873.57</u> =	\$ <u>20,620.71</u>
2	REBUILD - Mixing Equipment Co, Lightnin, Model LAT-160 <u>Aerator Gearbox</u>	2	x \$ <u>19,189.21</u> =	\$ <u>38,378.42</u>
3	REBUILD - Mixing Equipment Co, Lightnin, Model LAT-130 <u>Aerator Gearbox</u>	2	x \$ <u>13,963.23</u> =	\$ <u>27,926.46</u>

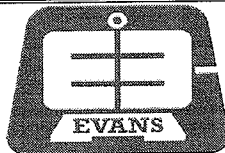
TOTAL BASE BID \$ 86,925.59

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.

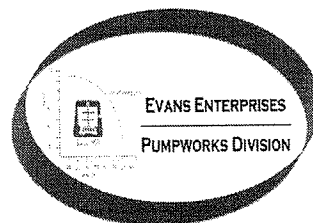
BID FORM CONTINUES ON NEXT PAGE

Evans Enterprises, Inc.
Bidder: Daniel Stum

Evans Enterprises, Inc.



Since 1954



QUOTATION

LAT-130

BID# 15-48

Date: AUG. 18 2015

Customer: CITY OF FAYETTEVILLE
NOLAND W.W.T.P.
FAYETTEVILLE, AR 72701

ATTN: ANDREA FOREN RENNIE
Phone #: 479-575-8220
Fax #:

Quote by: David Ham
ROGERS ARKANSAS
PHONE: 800-346-4695
FAX: 479-636-8198

Terms: NET 30 DAYS
Freight: PREPAID & ADD

QUOTE VALID FOR 15 DAYS

A COPY OF THIS QUOTE MUST ACCOMPANY YOUR ORDER

ITEM	QTY	DESCRIPTION	UNIT	COST
		LIGHTNIN GEARBOXES MODEL# LAT-130 SERIAL NUMBERS: 8625435606 & 8625435607		
	2	REPAIRS WOULD CONSIST OF: LABOR AND MATERIALS TO DISASSEMBLE THE GEARBOXES, CHECKING OF ALL MACHINED FITS FOR PROPER TOLERANCES, CHECKING OF ALL PARTS AND GEARS FOR WEAR OR DAMAGE, STEAM CLEANING OF THE ENTIRE UNIT AND ALL PARTS, INSTALLATION OF ALL NEW BEARINGS, NEW LIP SEALS, NEW OIL SLINGER, NEW SHAFT SLEEVE, NEW GASKETS AND NEW SHIM PACKS, ASSEMBLY, FILLING OF THE GEARBOXES WITH OIL, TESTING, PAINTING AND RETURNING OF THE GEARBOXES.	\$13,963.23	\$27,926.46
	2	TAXES (IF APPLICABLE)	\$1,361.41	\$2,722.82
		** 1 YEAR WARRANTY ON MECHANICAL PARTS & WORKMANSHIP **		
QUOTED PRICES DO NOT INCLUDE FREIGHT OR TAXES ELECTRICAL SOLUTIONS TO MECHANICAL PROBLEMS			TOTAL	\$30,649.28



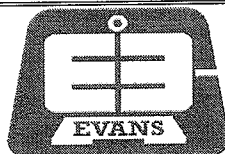
Variable Freq. Drives
Electric Motor Repair
Field Services



Solid State Starters
Compressor Sales and Service
Crane and Hoist Inspection



Evans Enterprises, Inc.

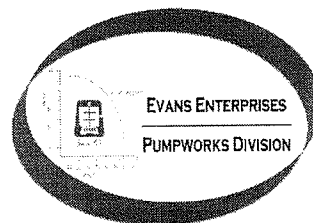


Since 1954

QUOTATION

83Q5

BID# 15-48



Date: AUG. 18 2015

Customer: CITY OF FAYETTEVILLE
NOLAND W.W.T.P.
FAYETTEVILLE, AR 72701

ATTN: ANDREA FOREN RENNIE
Phone #: 479-575-8220
Fax #:

Quote by: David Ham
ROGERS ARKANSAS
PHONE: 800-346-4695
FAX: 479-636-8198

Terms: NET 30 DAYS
Freight: PREPAID & ADD

QUOTE VALID FOR 15 DAYS

A COPY OF THIS QUOTE MUST ACCOMPANY YOUR ORDER

ITEM	QTY	DESCRIPTION	UNIT	COST
		LIGHTNIN GEARBOXES MODEL# 83Q5 SERIAL NUMBERS: 8625435501 & 8625435502 & 8625435510		
	3	REPAIRS WOULD CONSIST OF: LABOR AND MATERIALS TO DISASSEMBLE THE GEARBOXES, CHECKING OF ALL MACHINED FITS FOR PROPER TOLERANCES, CHECKING OF ALL PARTS AND GEARS FOR WEAR OR DAMAGE, STEAM CLEANING OF THE ENTIRE UNIT AND ALL PARTS, INSTALLATION OF ALL NEW BEARINGS, NEW LIP SEALS, NEW GASKETS AND NEW SHIM PACKS, ASSEMBLY, FILLING OF THE GEARBOXES WITH OIL, PAINTING AND RETURNING OF THE GEARBOXES.	\$6,873.57	\$20,620.71
	3	TAXES (IF APPLICABLE)	\$670.17	\$2,010.51
		** 1 YEAR WARRANTY ON MECHANICAL PARTS & WORKMANSHIP **		
QUOTED PRICES DO NOT INCLUDE FREIGHT OR TAXES ELECTRICAL SOLUTIONS TO MECHANICAL PROBLEMS			TOTAL	\$22,631.22



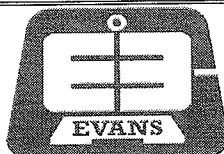
Variable Freq. Drives
Electric Motor Repair
Field Services



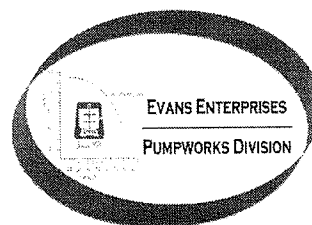
Solid State Starters
Compressor Sales and Service
Crane and Hoist Inspection



Evans Enterprises, Inc.



Since 1954



QUOTATION

LAT-160

BID# 15-48

Date: AUG. 18 2015

Customer: CITY OF FAYETTEVILLE
NOLAND W.W.T.P.
FAYETTEVILLE, AR 72701

ATTN: ANDREA FOREN RENNIE
Phone #: 479-575-8220
Fax #:

Quote by: David Ham
ROGERS ARKANSAS
PHONE: 800-346-4695
FAX: 479-636-8198

Terms: NET 30 DAYS
Freight: PREPAID & ADD

QUOTE VALID FOR 15 DAYS

A COPY OF THIS QUOTE MUST ACCOMPANY YOUR ORDER

ITEM	QTY	DESCRIPTION	UNIT	COST
		LIGHTNIN GEARBOXES MODEL# LAT-160 SERIAL NUMBERS: 8625435701 & 8625435704		
	2	REPAIRS WOULD CONSIST OF: LABOR AND MATERIALS TO DISASSEMBLE THE GEARBOXES, CHECKING OF ALL MACHINED FITS FOR PROPER TOLERANCES, CHECKING OF ALL PARTS AND GEARS FOR WEAR OR DAMAGE, STEAM CLEANING OF THE ENTIRE UNIT AND ALL PARTS, INSTALLATION OF ALL NEW BEARINGS, NEW LIP SEALS, NEW OIL SLINGER, NEW SHAFT SLEEVE, NEW GASKETS AND NEW SHIM PACKS, ASSEMBLY, FILLING OF THE GEARBOXES WITH OIL, TESTING, PAINTING AND RETURNING OF THE GEARBOXES.	\$19,189.21	\$38,378.42
	2	TAXES (IF APPLICABLE)	\$1,870.95	\$3,741.90
		** 1 YEAR WARRANTY ON MECHANICAL PARTS & WORKMANSHIP **		
QUOTED PRICES DO NOT INCLUDE FREIGHT OR TAXES ELECTRICAL SOLUTIONS TO MECHANICAL PROBLEMS			TOTAL	\$42,120.32



Variable Freq. Drives
Electric Motor Repair
Field Services



Solid State Starters
Compressor Sales and Service
Crane and Hoist Inspection



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 Street

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

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

*E-MAIL: david.stewart@goevans.com

*BY: (PRINTED NAME) David Stewart

*AUTHORIZED SIGNATURE: David Stewart

*TITLE: Plant Manager

*DUNS NUMBER: 00-720-7517 CAGE NUMBER: _____

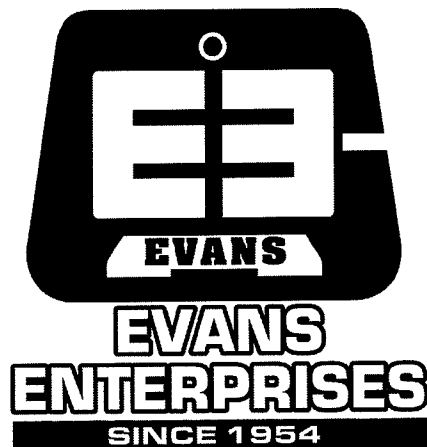
*TAX ID NUMBER: 73-0928881

Acknowledge Addendums:

Addendum No. 1 Dated: 7-30-15 Acknowledged by: David Stewart

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____



EVANS ENTERPRISES, INC.

Fort Smith Division

4300 Planter Road

P. O. Box 6848

Fort Smith, AR 72908/72906

Phone (479) 648-1500

Fax (479) 648-0013

BUSINESS NAME: EVANS ENTERPRISES, INC.

STREET ADDRESS: 4300 PLANTERS ROAD (STREET ZIP: 72908)

REMIT ADDRESS: P.O. BOX 6848

CITY: FORT SMITH STATE: ARKANSAS ZIP: 72906

TELEPHONE: (479)648-1500

(800)621-3589

FAX: (479)648-0013

SATELLITE PLANTS

EVANS ENTERPRISES, INC.

1710 SOUTH AMITY ROAD

CONWAY, ARKANSAS 72032

TELEPHONE: (501) 327-0125

(800) 471-0254

FAX (501) 327-0671

EVANS ENTERPRISES, INC

2001 N 13th STREET

P O BOX 2617

ROGERS, ARKANSAS 72757

TELEPHONE: (479) 636-0721

(800) 346-4695

FAX: (479) 6368198

NATURE OF BUSINESS: ELECTRICAL APPARATUS SALES & SERVICE,

BUSINESS TYPE: CORPORATION INCORPORATED: JANUARY 25, 1972

FEDERAL TAX ID# 73-0928881 NAICS CODE #335312

RESALE TAX # 010360-65-001 SIC CODE #3621

DUNS # 00-720-7517

D & B RATING: 3A3

CHAIRMAN OF THE BOARD: CHARLES EVANS

CHIEF EXECUTIVE OFFICER/PRESIDENT: SYLYNDA THRASH

EXECUTIVE VICE-PRESIDENT: RUSTY THRASH

VICE PRESIDENT: DANIEL STEWART

CHIEF FINANCIAL OFFICER: DAVID WOODMAN

CORPORATE OFFICES: P.O. BOX 2370, OKLAHOMA CITY, OK 73101-2370

TELEPHONE: (405)631-1344

PERSON TO CONTACT REGARDING PAYMENTS:

EILENE COUCH - OFFICE ADMINISTRATOR MANAGER - REGION 3

DAN STEWART - VICE-PRESIDENT REGION 3

BANK REFERENCE: FIRST NATIONAL BANK - 602 GARRISON AVE - FORT SMITH, AR 72901

BANK MANAGER: DAVID FREEMAN TELEPHONE: (479)782-2041 ACCOUNT: 1265-641

BUSINESS REFERENCES:

SUMMIT INDUSTRIAL PRODUCTS - P.O. 131359, TYLER, TX 75713. . . . (903)534-8021	fax (903)581-4376
McMASTER CARR - P.O. BOX 7690 - CHICAGO, IL 60680 (404)629-6363	fax (404)349-9091
NIDEC MOTORS - P.O. BOX 3946, ST. LOUIS, MO 63136 (314)553-3986	fax (314)553-1236
BALDOR ELECTRIC - P.O. BOX 2400, FORT SMITH, AR 72902 (479)648-5881	fax (479)648-5937
POWER EQUIPMENT - 1739 W MAIN OKC, OK 73106 DAN ELLIS (479)621-8100	fax (405)235-9427

City of Fayetteville
Bid 15-48, Noland WWTP Gearbox Rebuilds
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 Rennie, 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 JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices

submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee. The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. **CANCELLATION:**

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

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. **NON-EXCLUSIVE CONTRACT:**

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

21. **LOBBYING:**

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

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

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it

commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren Rennie 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 Rennie, 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 15-48, Noland WWTP Gearbox Rebuilds
Technical Specifications: Rebuild of Mixer and Aerator Gearboxes

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. Leaving item blank shall indicate bidder does not meet the listed specification.
- 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 rebuilding of three (3) mixer gearboxes and four (4) aerator gearboxes for aeration basin at the Noland Waste Water Treatment Plant (WWTP). **Motors shall not be part of this bid.**
- 1.2 Bidder shall be responsible for pickup of the mixers and aerators prior to rebuild services and deliver of units after rebuild services are complete.
- 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 gearboxes and all ancillary appurtenances shall be the **responsibility of the City of Fayetteville. This bid does not include any installation services and is for rebuild services only.**

2. TECHNICAL SPECIFICATIONS –

2.1 LINE ITEM #1 – Rebuild of Three (3) Mixer Gearboxes

Existing equipment: Mixing Equipment Co, Lightnin Model 83Q5, Gear Drive Unit Size 83, Double Reduction, 25.6:1 ratio. Rebuild service shall include the following at a minimum:

- a. ☒ Disassembly of unit
- b. ☒ Steam clean all parts
- c. ☒ Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. ☒ Replacement of all seals, gaskets, O-rings, etc.
- e. ☒ Replacement of all bearings, bearing housings, and shims
- f. ☒ Rotation and testing after assembly

- g. ☒ Gearbox shall be painted same color as existing unit

2.2 LINE ITEM #2 – Rebuild two (2) Model LAT-130 Aerator Gearboxes

Existing equipment: Mixing Equipment Co, Lightnin Model LAT-160, Gear Drive Model 881 Q100, Gear Drive Unit Size 881, Double Reduction, 25.6:1 ratio. Rebuild service shall include the following at a minimum:

- a. ☒ Disassembly of unit
- b. ☒ Steam clean all parts
- c. ☒ Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. ☒ Replacement of all seals, gaskets, O-rings, etc.
- e. ☒ Replacement of all bearings, bearing housings, and shims
- f. ☒ Rotation and testing after assembly
- g. ☒ Gearbox shall be painted same color as existing unit

2.3 LINE ITEM #3 – Rebuild Two (2) Model LAT-130 Aerator Gearboxes

Existing equipment: Mixing Equipment Co, Lightnin Model LAT-130, Gear Drive Model 880 Q50, Gear Drive Unit Size 880, Double Reduction, 32:1 ratio. Rebuild service shall include the following at a minimum.

- a. ☒ Disassembly of unit
- b. ☒ Steam clean all parts
- c. ☒ Inspect unit including all gears, shafts, housings, tolerances, etc. (a change order shall be required prior to replacing damaged gears, shafts, housings, etc.)
- d. ☒ Replacement of all seals, gaskets, O-rings, etc.
- e. ☒ Replacement of all bearings, bearing housings, and shims
- f. ☒ Rotation and testing after assembly
- g. ☒ Gearbox shall be painted same color as existing unit

3. WARRANTY –

3.1 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 one (1) year from the date of acceptance by the City. Delivery to the City does not guarantee acceptance of products.
- b. ☒ Warranty shall include all parts, labor, and transportation to and from the location of the warranty administrator.

4. STANDARDS –

4.1 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).

5. DELIVERY/DOCUMENTATION -

- 5.1** 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.
- 5.2** All units shall be delivered FOB to the Noland WWTP, located at 1400 N Fox Hunter Rd, Fayetteville, AR 72701.
- 5.3** Unit shall be fully assembled, serviced, and ready for operation as delivered.
- 5.4** Physical and electrical installation of the gearboxes and all ancillary appurtenances shall be the responsibility of the City of Fayetteville.

Bid 15-48, Addendum 1



Date: Thursday, July 30, 2015

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: Bid 15-48, Noland WWTP Gear Box Rebuilds

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Item 1, Model 83Q5 Mixer Gearboxes serial numbers are as follows:
 - a. 8625435501
 - b. 8625433502
 - c. 8625435510
2. Item 2, Model LAT-160 Aerator Gearbox serial numbers are as follows:
 - a. 8625435701
 - b. 8625435704
3. Item 3, Model LAT-130 Aerator Gearbox serial numbers are as follows:
 - a. 8625435606
 - b. 8625435607
4. On page 12 of 13 in the bid, Line Item 2.2 should read as follows:
 - a. **LINE ITEM #2 – REBUILD TWO (2) MODEL LAT-160 AERATOR GEARBOXES**
 - All other information in this section is correct and refers to LAT-160 and NOT LAT-130 as noted in the current bid documents.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0424

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

BLUEINGREEN, LLC CHANGE ORDER NO. 1:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH BLUEINGREEN, LLC IN THE TOTAL AMOUNT OF \$58,269.06 TO FUND THE SALES TAXES FOR OZONE EQUIPMENT NECESSARY FOR THE PROJECT AND AN INCREASE OF BLUEINGREEN, LLC'S WARRANTY BOND FROM ONE YEAR TO TWO YEARS, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 1 to the contract with BlueInGreen, LLC in the total amount of \$58,269.06 to fund the sales taxes for ozone equipment necessary for the project and an increase of BlueInGreen, LLC's warranty bond from one year to two years.

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

City of Fayetteville Staff Review Form

2015-0424

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jim Beavers

9/18/2015

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Fayetteville City Staff recommends approval of change order #1 to BlueInGreen, LLC's contract #2338 and approval of a budget adjustment to fund the sales tax of \$53,630.00 for the BlueInGreen, LLC Ozone equipment at the Noland Wastewater Treatment Plant and an increase of BlueInGreen, LLC's warranty bond from one year to two years for \$4,639.06 for the total amount of the change order of \$58,269.06.

Budget Impact:

5400.5800.5801.00

Water/Sewer

Account Number

Fund

10008.1

Disinfection System Replacement (UV)

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 1,843,758.00

Funds Obligated \$ 1,785,858.35

Current Balance \$ 57,899.65

Does item have a cost? Yes

Item Cost \$ 58,269.06

Budget Adjustment Attached? Yes

Budget Adjustment \$ 58,270.00

Remaining Budget \$ 57,900.59

V20140710

Previous Ordinance or Resolution # 5714

Original Contract Number: 2338

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: September 18, 2015

SUBJECT: Proposed Change Order #1 with BlueInGreen, LLC, Ozone Equipment for the Noland WWTP, to provide funding for the Sales Tax and Two year warranty Bond.

RECOMMENDATION:

The Fayetteville City Administration recommends approval of the attached change order #1 and a budget adjustment to fund the sales tax for \$53,630.00 and to increase the warranty bond from one year to two years for \$4,639.06 for the BlueInGreen LLC Ozone equipment at the Noland Wastewater Treatment Plant for the total amount of \$58,269.06.

BACKGROUND:

Ordinance 5714 was approved by the Fayetteville City Council "An Ordinance waiving the requirements of formal competitive bidding and approving the purchase of an ozone disinfection system from BlueInGreen, LLC of Fayetteville, Arkansas in the amount of \$1,780,825.00 plus any applicable taxes for the Noland Wastewater Treatment plant."

The sales tax was unknown at the time of the Ordinance. Discussions were held with the State to determine, and attempt to lower, the sales tax charged to this project. The sales tax due has been determined by the State of Arkansas as noted above. The Requirements for a Two Year Warranty Bond have been subsequently added and BlueInGreen LLC has provided this two year bond in advance of the contract change.

DISCUSSION:

The Ordinance and Contract with BlueInGreen did not include funding for the sales tax, as this amount had not been determined. Thus a change order is required for the Blue in Green Contract to increase the project funding for the sales tax.

BUDGET/STAFF IMPACT:

Funds are available in the White River Bridge W/S Relocates project. The White River Bridge W/S project has been completed and the budgeted funds being transferred are the cost savings to the City. The current balance in the Ozone project is contingency on the construction contract and will be utilized so a budget adjustment is needed.

ATTACHMENTS:

Staff Review Form
Change Order no. 1 and Attachments
Budget Adjustment



Contract Modification

PROJECT DATA			
Project Name:	Paul R Noland WWTP Ozone Disinfection Facilities	Client:	City of Fayetteville, AR
Project No.:	PW/WBG/399884	Project Location:	Fayetteville, AR
Report No:		Date:	9/8/2015

CONTRACT MODIFICATION DATA			
☒ Change Order	☐ Written Amendment	Modification No.:	1
To:	BlueinGreen,LLC		
Project:	PW/WBG/399884	Project No.:	PW/WBG/399884
Owner:	City of Fayetteville, AR	Engineer:	CH2M

The following modification(s) to the Contractor are hereby ordered (use additional pages if required):	
ADD:	
1. Sales Tax \$53,630.00.	
2. Two Year Warranty Bond \$4,639.06.	
Reason for Modification(s):	
Required additional funding for the sales tax and the two year warranty bond were not known or available when the contract was approved.	
Attachments (List Supporting Documents):	
1. Copy of Ordinance 5714	
2. Copy of Sales tax invoice and determination	
3. Copy of Warranty Bond Invoice	
4. Revised specification 0640 pages 1 and 2 ; 0700 page 11	

Contract Amount or Price		Contract Times (Calculate Days)	
Original	\$1,780,825.00	Original Duration	(Refer to Agreement)
Previous Contract Modification(s) (Add/Deduct)	\$0	Previous Contract Modification(s) (Add/Deduct)	
This Contract Modification (Add/Deduct)	\$58,269.06	This Contract Modification (Add/Deduct)	
Revised Contract	\$1,839,094.06	Revised Contract Time	



Contract Modification

--

SIGNATURE RECORD			
Owner: Mayor Lioneld Jordan City of Fayetteville		Date:	
Contractor: John Kucharik, President BlueinGreen, LLC		Date:	9/11/2015
Utilities Director Tim Nyander City of Fayetteville		Date:	9/9/2015
Engineer Recommendation: Jim Beavers, P.E. Utilities Engineer		Date:	9/9/2015

Attachment 1

Copy of Ordinance 5714

ORDINANCE NO. 5714

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF AN OZONE DISINFECTION SYSTEM FROM BLUEINGREEN, LLC OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$1,780,825.00 PLUS ANY APPLICABLE TAXES FOR THE NOLAND WASTEWATER TREATMENT PLANT

WHEREAS, the ultraviolet light system the City has used for wastewater disinfection since August of 1999 is near the end of its useful life as a primary disinfection system; and

WHEREAS, the City has worked with BlueInGreen, LLC in a multi-year pilot test of an ozone disinfection system which is not available from any other source; and

WHEREAS, the ozone disinfection system has been shown to reduce contaminants and color more than the City's current ultraviolet system and also has many environmental benefits above and beyond those of ultraviolet or other disinfection systems.

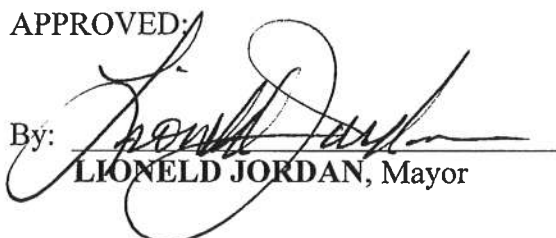
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is deemed not feasible or practical, and therefore waives the requirements of formal competitive bidding and authorizes the purchase of an ozone disinfection system from BlueInGreen, LLC of Fayetteville, Arkansas in the amount of \$1,780,825.00 plus applicable taxes for the Noland Wastewater Treatment Plant.

PASSED and APPROVED this 7th day of October, 2014.

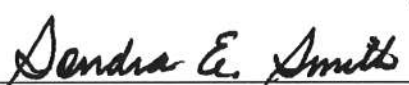
APPROVED:

By:


LIONELD JORDAN, Mayor

ATTEST:

By:


SONDRA E. SMITH, City Clerk/Treasurer



Attachment 2

Copy of Sales Tax invoice and determination

BlueInGreen, LLC

700 West Research Center Blvd.

Suite 1207

Fayetteville, AR 72701

Tentative Agenda

Page 181 of 695

Invoice

Date	Invoice #
8/25/2015	9025-ST

Bill To
City of Fayetteville Accounts Payable 113 West Mountain Fayetteville, AR 72701

Due Date	Project
8/25/2015	9025 - Noland

Description	Amount
Invoice for Total Sales Tax on Job Calculated by City of Fayetteville - Per Attached	53,630.00 0.00
Remit Checks to address above or: Wire Instructions: Arvest Bank 75 N. East Ave. Fayetteville, AR 72701 Routing #082900872 Account #0017157629 Credit: BlueInGreen, LLC	Total \$53,630.00

Tax Analysis for Taxable items for BlueInGreen, LLC

June 2014 Proposed Equipment Pricing		Taxable
Ozone System		
2x Zenith 20x Ozone Generators (19 Quadblocks each)	\$602,600	YES
2x Carrier 23.4 Ton Chillers	\$82,750	YES
2x 75 KVA Step down Transformers	\$6,650	YES
Total Taxable Amount	\$692,000	
AR State Sales Tax 6.5%	\$44,980	
Wash. Co. Sales Tax 1.25%	\$8,650	
Gross Tax Due	\$53,630	
*Less Local Sales Tax Rebate/Refund	-\$8,619	
Net Tax Due	<u>\$45,011</u>	

*Rebate is taken into consideration after payment is made to vendor. These conditions must apply to receive Rebate:

A clear invoice of sales tax charged by the vendor

Invoice date must not be older than 6 months to be eligible for rebate

Tax Analysis for Taxable items for BlueInGreen, LLC

June 2014 Proposed Equipment Pricing		Taxable
Ozone System		
2x Zenith 20x Ozone Generators (19 Quadblocks each)	\$602,600	YES
2x Carrier 23.4 Ton Chillers	\$82,750	YES
2x 75 KVA Step down Transformers	\$6,650	YES
Total Taxable Amount	\$692,000	
AR State Sales Tax 6.5%	\$44,980	
Wash. Co. Sales Tax 1.25%	\$8,650	
*Sales Tax Due	<u>\$53,630</u>	

*Sales tax is based on destination of equipment.

Tax Analysis for Taxable items for BlueInGreen, LLC

June 2014 Proposed Equipment Pricing		Taxable
Ozone System		
2x Zenith 20x Ozone Generators (19 Quadblocks each)	\$602,600	YES
2x Carrier 23.4 Ton Chillers	\$82,750	YES
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A clear invoice of sales tax charged by the vendor

Invoice date must not be older than 6 months to be eligible for rebate

DFA Arkansas Department of Finance and Administration

Home Offices Businesses Citizens Government DFA Employees News & Events

Excise Taxes By Address

Input Mailing Address (Change Input Add.)	Output Tax Jurisdiction Address
1400 N Fox Hunter Road	1400 N Fox Hunter Rd
Fayetteville, 72701	Fayetteville, 72701-3089

Found County and City
County: Washington
City: Fayetteville

Tax Entity	Name	FIPS	DFA Code	Rate	Reduced Food Rate	Mfg Utility Rate
State	Arkansas	05		6.5%	1.5%	1.625%
County	Washington	143	72-00	1.25%	1.25%	1.25%
City						
Total:				7.75%	2.75%	2.875%

Sales tax rate

Home
Offices
Businesses
Citizens
Government
DFA Employees
News & Events

Online Services
License Plate Renewal
Arkansas Taxpayer Access Point
Arkansas Motor Carrier System
Income Tax Refund Inquiry
Child Support WebPay
Arkansas State Surplus
Child Support Employer Portal

Share

SHARE

Department of Finance and Administration
1509 West 7th Street
Little Rock, AR 72201
Google Map

Contact Us

Accessibility | Privacy | Security | Acceptable Use

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Bell, Peggy

From: Roy Pearson <roy.pearson@blueingreen.com>
Sent: Thursday, May 07, 2015 9:55 AM
To: Bell, Peggy
Cc: Nyander, Tim
Subject: RE: Sales Tax letter/Ozone equipment

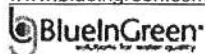
Peggy

Please see the itemized parts breakdown below and call me if you have any questions.

June 2014 Proposed Equipment Pricing		Change in Scope	August 2014 Estimate
Oxygen System			
3 x DOCS 500-55	\$337,000		\$355,000
Engineering Support Package	\$7,740		
Oxygen Buffer Tank	\$10,260		
Ozone System			
2 x Zenith 20x Ozone Generators (19 quadblocks each)	\$602,600		\$706,500
2x Carrier 23.4 Ton Chillers	\$82,750		
2x 75 KVA Step down Transformers	\$6,650		
Engineering Support Package	\$14,500		
Ozone Destruct System			
Ozonix VOD	\$32,970	\$32,970	\$ 73,820
Off Gas Monitor	\$7,880		
HyDOZ Dissolution System			
Skid Mounted System	\$476,426		\$612,300
3 x Flygt Submersible Pumps	\$130,350		
2x Ozone Residual Monitors	\$5,335		
2x Ambient Ozone Monitors	\$5,082		
2x Ambient Oxygen Monitors	\$5,082		
HyDOZ Master Control Panel		(\$9,975)	
Total Equipment Pricing		\$1,724,625	\$1,747,620

Blessings

Roy Pearson
 VP of Manufacturing
 BlueInGreen, LLC
 700 W. Research Center Blvd, Suite 1207
 Fayetteville, AR 72701
 t 479.527.6378 | c 479.236.4683
www.blueingreen.com



*Deborah -
 Please see me.
 jpb*

From: Bell, Peggy [mailto:pbell@fayetteville-ar.gov]
Sent: Tuesday, May 5, 2015 2:04 PM
To: Roy Pearson
Cc: Nyander, Tim
Subject: Sales Tax letter/Ozone equipment

Roy,



STATE OF ARKANSAS
**Department of Finance
and Administration**

REVENUE LEGAL COUNSEL

Post Office Box 1272, Room 2380
Little Rock, Arkansas 72203-1272
Phone: (501) 682-7030
Fax: (501) 682-7599
<http://www.dfa.arkansas.gov>

April 23, 2015

Lynn Hyke
Construction & Contract Manager
113 W. Mountain Street
Fayetteville, Arkansas 72701



Re: Sales/Use Tax – Noland Wastewater Treatment Plant
Opinion 20141010S

Dear Mr. Hyke:

The Department has received a request for a supplement to your Opinion No. 20141010 dated November 13, 2014. The request for a supplemental opinion came from Tim Nyander (Utilities Director), who appears to be a fellow employee in your office. As you are aware, Opinion No. 20141010 (Original Opinion) discussed whether certain components of the new Dissolved Ozone Disinfection System in the Noland Wastewater Treatment Plant qualify as pollution control machinery and equipment under Ark. Code Ann. § 26-52-402(a)(3). As you are aware, Arkansas Gross Receipts Tax Rule GR-66(A) requires the following to prove entitlement to the relevant exemption:

1. The machinery and equipment is utilized, either directly or indirectly, by manufacturing or processing plants or facilities, or cities or towns in Arkansas to prevent or reduce air or water pollution or contamination which might otherwise result from the operation of the plant or facility; and
2. The machinery and equipment is required by Arkansas or federal law or regulations to be installed and utilized to control pollution or contamination as evidenced by written documentation from the Arkansas Department of Environmental Quality or the United States Environmental Protection Agency.

The Original Opinion discussed several categories or items and concluded as follows with respect to each category:

- I. Category One: Ozone Generator Chillers and HVAC equipment that cool the pollution control machinery and equipment. It was decided that these items were not utilized in the treatment process, and, consequently, cannot qualify for the exemption under Ark. Code Ann. § 26-52-402(a)(3).
- II. Category Two: Oxygen Concentrators and Ozone Generators that acquire ozone for injection into wastewater. It was decided that these items were involved in the creation of ozone during the water treatment process for sterilization of the

wastewater during the treatment process and qualified for the exemption under Ark. Code Ann. § 26-52-402(a)(3).

- III. Category Three: Pressurized dissolution tank, submersible pumps, and injection equipment that dissolve ozone in water and mix it in the waste water stream. It was decided that these items were involved in the sterilization of the wastewater during the treatment process and qualified for the exemption under Ark. Code Ann. § 26-52-402(a)(3).
- IV. Category Four: Associated Piping and Pipe Supports that transport oxygen, raw ozone, ozone solution, and cooling water. It was decided that, while piping connecting exempt pieces of machinery would generally be considered component parts of exempt machinery, the actual function of the pieces of piping was uncertain. Consequently, the piping was not considered to qualify for the exemption at that time. Further, it was decided that pipe supports generally do not qualify as component parts of machinery unless the items qualify as special foundations; no evidence was presented to show the items qualified as special foundations; and, consequently, pipe supports cannot qualify for the exemption under Ark. Code Ann. § 26-52-402(a)(3).
- V. Category Five: Machinery that destroys excess ozone produced in the pollution control process. It was decided that the ozone destruction was not part of the water treatment process and, consequently, could not qualify for the exemption under Ark. Code Ann. § 26-52-402(a)(3) unless it was demonstrated that ozone destruction was required under federal or state environmental laws.
- VI. Category Six: Machinery that controls and monitors the wastewater treatment process is specifically excluded from the exemption under Arkansas Gross Receipts Tax Rule GR-66(E)(4) and, consequently, it was determined that these items could not qualify for the exemption under Ark. Code Ann. § 26-52-402(a)(3).

At the time of the Original Opinion request, you were only able to produce an opinion from the Arkansas Department of Environmental Quality (ADEQ) stating that certain properly constructed ozone systems qualify as water disinfection systems. The Original Opinion noted that Arkansas Gross Receipts Tax Rule GR-66(A)(2) generally requires that any exempt pollution control machinery or equipment must be required by state or federal pollution control laws as evidenced by a written letter from either the ADEQ or federal Environmental Protection Agency. The Original Opinion was issued on the condition that your organization obtain an opinion from ADEQ verifying that all of the exempted machinery and equipment is required by state or federal pollution control laws to be installed and utilized in pollution control at the wastewater treatment plant.

You have provided an ADEQ opinion dated March 9, 2015 with your request for a supplemental opinion. The ADEQ opinion states that all of the machinery and equipment listed in your Original Opinion request:

directly or indirectly prevents or reduce [sic] air or water pollution or contamination that might otherwise result from the operation of the plant. This letter therefore serves as written documentation on what specific items are necessary for the prevention or reduction of air or water pollution or contamination that might otherwise result from the operation of the plant.

Your request for a supplemental opinion asks the Department to revisit its Original Opinion in light of the ADEQ opinion.

The ADEQ opinion does not expressly state any particular piece of machinery or equipment is required to be installed and utilized to reduce pollution or contamination under federal or state pollution control laws. The ADEQ opinion limits its conclusory analysis to whether your machinery and equipment is utilized directly or indirectly to prevent or reduce air or water pollution or contamination that might otherwise result from operation of the wastewater treatment plant. The ADEQ then reaches the conclusion that all of your machinery and equipment is utilized directly or indirectly to reduce air or water pollution qualifying that conclusion by explaining that only this office can make a determination regarding the application of the exemption under Ark. Code Ann. § 26-52-402(a)(3). Such analysis is not relevant to the requirement under Arkansas Gross Receipts Tax Rule GR-66(A)(2). You have still failed to provide a statement from ADEQ that any of your machinery and equipment is required by state or federal law to be installed and utilized to prevent or reduce air or water pollution. Consequently, the Department must continue to qualify its determination that the items listed in Categories Two and Three qualify for the exemption.

In your opinion request to ADEQ, you appear to argue that any machinery and equipment necessary to the pollution control process should qualify for the exemption. Please note that the Arkansas Supreme Court expressly rejected your proposed analysis in *Southern Steel & Wire Co. v. Wooten*, 276 Ark. 37, 631 S.W.2d 835 (1982) (providing that machinery and equipment that is necessary to pollution control but does not itself reduce air and/or water pollution or contamination does not qualify for the pollution control exemption). In *Southern Steel*, a taxpayer argued that that it had to install PH recorders to monitor its discharge of waste materials and chemicals in order to be in compliance with state pollution laws. The Arkansas Supreme Court held that the PH recorder (though necessary to the pollution control process) did not qualify for the exemption, stating: "The flaw in this argument is that the PH recorder itself does not 'prevent or reduce air and/or water pollution or contamination.' Its purpose is merely to inform the appellant of the level of pollutants present in the waste water discharge. Appellant can then take corrective action." *Id.* at 42, 631 S.W.2d at 838. That analysis was again followed in *Aluminum Co. of America v. Weiss*, 329 Ark. 225, 946 S.W.2d 695 (1997). In *Aluminum Co. of America*, a taxpayer leased heavy equipment to mitigate environmental damage resulting from mining operations that had been conducted for many years. In denying the pollution control machinery and equipment exemption claim, the Arkansas Supreme Court compared its prior rulings in *Heath v. Research-Cottrell, Inc.*, 258 Ark. 813, 529 S.W.2d 336 (1975) and *Southern Steel* and again explained that the pollution control machinery and equipment exemption solely applies to machinery and equipment that actually mitigates environmental pollution that results from the operation of a plant or

facility and does not apply broadly to exempt anything that might be related pollution control but not actually reducing air and/or water pollution.

This statutory exemption must also be considered in light of the narrow construction that must be applied to all tax exemption cases. *Holbrook v. Healthport, Inc. et al.*, 2014 Ark. 146, 432 S.W.3d 593 (stating: “Furthermore, there is a presumption in favor of the taxing power of the state, and all tax-exemption provisions must be strictly construed against the exemption. [Citation omitted]. Taxation is the rule, and exemption is the exception; therefore, any doubts should be resolved to deny the exemption.”); see also *Ark. Conference Ass’n of Seventh Day Adventist, Inc. v. Benton County Bd. of Equalization*, 304 Ark. 95, 97, 800 S.W.2d 426, 427 (1990); see also *Citifinancial Retail Services v. Weiss*, 372 Ark. 128, 133, 271 S.W.3d 494, 498 (2008); and *Weiss v. Bryce Co., LLC*, 2009 Ark. 412, at 3, 330 S.W.3d 756, 757. To interpret this exemption as broadly as you have proposed would result in a violation of this principle.

The Department (following Arkansas Supreme Court precedent) requires that machinery and equipment must actually be a component part of machinery and equipment that actually mitigates environmental pollution to qualify for the pollution control machinery and equipment exemption. Please note that the Department does not have the authority to administratively expand the scope of an exemption beyond that provided in the statute. Consequently, the regulation must be interpreted narrowly to include only such items as are authorized by the express statutory language and Arkansas Supreme Court precedent.

Under the binding Arkansas Supreme Court precedent, this office was correct in concluding that the ozone generator chillers and HVAC machinery discussed in Category One (which merely cool machinery involved in the pollution control process) could not qualify for the exemption under Ark. Code Ann. §26-52-402(a)(3). Such items do not act in the actual pollution control process. Further, this office was correct in denying the electrical controls and instrumentation in Category Six, which are also not acting in the pollution control process and are expressly excluded from the exemption under GR-66(E)(4).

Several items discussed in the Original Opinion lacked sufficient detail for the Department to reach a conclusion regarding taxability. Those items were discussed in Category Four. Neither your request for a supplemental opinion or the ADEQ opinion provide any additional information regarding the items listed in Category 4. Consequently, the Department will not revise its conclusions regarding Category 4 at this time.

You have also failed to provide any additional proof that the ozone destruction machinery and equipment is required by state or federal pollution control laws to be installed and utilized to control or reduce pollution or contamination that might otherwise result from operation of the wastewater treatment plant. Consequently, the Department will not revise its conclusions regarding Category 5 at this time.

As stated above, you have provided no additional information regarding the items claimed to be exempt in your opinion request or proof that any of the relevant items are

required by state or federal pollution control laws. Consequently, the Department will not revise any of its conclusions in the Original Opinion.

This opinion is based on the facts as set out in your inquiry as those facts are governed by current Arkansas laws, rules, and regulations. Any change in the facts or law could result in a different opinion.

Sincerely,

A handwritten signature in black ink, appearing to read 'TE', with a long horizontal flourish extending to the right.

Todd Evans, Attorney
Revenue Legal Counsel

March 31, 2015

Mr. Todd Evans, Attorney
Revenue Legal Counsel
P.O. Box 1272, Room 2380
Little Rock, AR 72203-1272

Re: Tax Exemption Request for new ozone disinfection facilities and equipment used in the wastewater treatment processes at the City of Fayetteville's Paul R. Noland Wastewater Treatment Plant

The City of Fayetteville is planning to replace the existing ultra-violet disinfection system at the Paul R. Noland Wastewater Treatment Plant (WWTP) with a proprietary hyper-concentrated dissolved ozone disinfection system (HyDOZ) from Blue-In-Green. The City previously requested a determination of the HyDOZ components for the sales tax exemption under the tax exemption granted for pollution control machinery (under the Arkansas Department of Finance and Administration Regulation GR-66 for a sales and or use tax exemption under A.C.A 26-52-402). This previous determination request was submitted (original letter attached) by the City directly to Martha G. Hunt, Chief Counsel, Revenue Legal Counsel, for the Arkansas Department of Finance and Administration (DFA). Ms Hunt subsequently retired and the ultimate response from the DFA (response attached) came from Todd Evans, an attorney with the DFA. Mr. Evans gave his opinion on most components of the system but indicated that further investigation and determination would be required. That investigation and information request has been performed which has led to this follow-up correspondence.

Mr. Evans organized the components of the HyDOZ system into 6 different categories from which he made his exemption determinations: I-Machinery that cools the system; II-Machinery that acquires ozone for injection to the wastewater; III-Ozone dissolving machinery; IV-Associated piping and supports; V-Ozone destruction machinery; VI-Systems that control and monitor the process. Essentially, Mr. Evans rendered an opinion that categories I and V would definitely not qualify for the exemption, categories II and III definitely would qualify for the exemption, and that he would require additional information before rendering a final opinion on categories IV and V.

The City subsequently submitted another request to the Arkansas Department of Environmental Quality (ADEQ) to obtain their opinion with regard to the use of the equipment for treatment of water, as requested by Mr. Evans. (This letter is attached for clarity, as is the response letter from ADEQ) It is our understanding that ADEQ feels that all of the equipment is pollution control machinery and should therefore qualify for the exemption cited above. The purpose(s) of this correspondence therefore are: (A) To request that the DFA reconsider the validity of the use to which this equipment will be utilized for disinfection of wastewater; (B) To render an opinion with regard to the sales tax exemption request in light of the additional information included in the request to ADEQ and their subsequent response.

We apologize for the convoluted nature of this series of letters and requests. There have been a number of changes in the supervision of our Utility and obviously there have also been changes at ADEQ, all of which has led to some indecision and lack of direction on our part. We decided it would be best to just copy the previous correspondence to you instead of repeating the information here, to enable you to more fully understand the course of the previous interactions. Nonetheless, your consideration and response to this

request are appreciated.

Please let me know if you have any questions or need additional information. I can be reached at 479-575-8386, or tnyander@fayetteville-ar.gov.

Sincerely Yours,

City of Fayetteville



Tim Nyander
Utilities Director

C: Billy Ammons, CH2M HILL
Attachments



STATE OF ARKANSAS
**Department of Finance
and Administration**

REVENUE LEGAL COUNSEL

Post Office Box 1272, Room 2380
Little Rock, Arkansas 72203-1272
Phone: (501) 682-7030
Fax: (501) 682-7599
<http://www.dfa.arkansas.gov>

November 13, 2014

Lynn Hyke
Construction & Contract Manager
113 W. Mountain Street
Fayetteville, Arkansas 72701

Re: Sales/Use Tax – Noland Wastewater Treatment Plant
Opinion 20141010

Dear Mr. Hyke:

The Department has received your request for an opinion dated September 8, 2014. You state that the City of Fayetteville intends to install a Hyperconcentrated Dissolved Ozone Disinfection System (System). The System utilizes BlueinGreen's proprietary technology for disinfecting water and wastewater with ozone. You have attached a letter from the Arkansas Department of Environmental Quality (ADEQ). That letter provides that using ozone is an acceptable disinfection methodology if it is constructed in a way to adequately address water disinfection at the plant. You have requested a determination of whether certain components of the System qualify as pollution control machinery and equipment under Ark. Code Ann. § 26-52-402(a)(3). You have not stated precisely where the ozone is injected into the wastewater stream for cleaning. For purposes of this opinion, I shall assume that the ozone is utilized in the treatment process, after solids are first removed from the wastewater and before all solids and other contaminants are removed from wastewater. After a general discussion of the governing law, I shall address each piece of equipment in turn.

All sales of tangible personal property and certain specifically enumerated services within the State of Arkansas are generally subject to Arkansas sales tax unless a specific exemption applies. Ark. Code Ann. § 26-52-301. Ark. Code Ann. § 26-52-402(a)(3) provides an exemption for machinery and equipment required by state or federal law or regulations to be installed and utilized (directly or indirectly) by manufacturing and processing plants, cities, or towns in this state to prevent or reduce air or water pollution or contamination that might otherwise result from the operation of the plant or facility. Sales tax exemptions are applied uniformly with use tax exemptions. Ark. Code Ann. § 26-53-112. A Taxpayer must demonstrate the following to prove entitlement to the exemption:

1. The machinery and equipment is utilized, either directly or indirectly, by manufacturing or processing plants or facilities, or cities or towns in Arkansas to prevent or reduce air or water pollution or contamination which might otherwise result from the operation of the plant or facility; and,

2. The machinery and equipment is required by Arkansas or federal law or regulations to be installed and utilized to control pollution or contamination as evidenced by written documentation from the Arkansas Department of Environmental Quality or the United States Environmental Protection Agency.

Arkansas Gross Receipts Tax Rule GR-66(A).

The governing regulation specifically discusses water treatment plants and requires the following for machinery and equipment to qualify for purposes of GR-66(A)(1):

Machinery and equipment used in a city or county wastewater treatment plant are exempt if the machinery and equipment is used to remove contaminants from wastewater. The treatment process begins when solids are first removed from the wastewater and ends when all solids and other contaminants are removed from wastewater.

Arkansas Gross Receipts Tax Rule GR-66(E).

You have provided a letter from ADEQ regarding the System. The ADEQ letter states that ADEQ would consider certain properly constructed ozone systems to qualify as water disinfection systems. This letter does not qualify for purposes GR-66(A)(2) since it does not state that any particular component of the System is exempt. Please note that, if any particular component of the System is not required to be installed under Arkansas and Federal law, it cannot qualify for the exemption under Ark. Code Ann. § 26-52-402(a)(3).

For purposes of this opinion, I shall assume that you have obtained an opinion from the ADEQ or EPA stating that all System components are required to be installed as required by GR-66(A)(2). As stated above, you must demonstrate that the machinery and equipment is actually utilized in the removal of pollution and contaminants from wastewater during the treatment process to qualify for the exemption. The relevant machinery and descriptions from your opinion are as follows:

- I. Category One: Machinery that cools the System
 - a. Ozone Chiller – the ozone generators cannot function without being constantly cooled since the ozone production process creates a great deal of heat. The generators must be cooled to consistently produce the disinfectant.
 - b. HVAC equipment – The ozone generation and oxygen concentration equipment must be kept within a controlled climate to optimize performance of the wastewater disinfectant.
- II. Category Two: Machinery that acquires ozone for injection to wastewater
 - a. Oxygen concentrator – production of ozone for wastewater disinfection requires a highly concentrated oxygen source as provided by these units. These units are the first step in the generation of the disinfectant for treatment of the wastewater.

- b. Ozone generator – raw ozone is produced by combining highly concentrated oxygen from the concentrator with electricity within these units. These units are where the ozone is generated for transport to the wastewater for treatment.

III. Category Three: Ozone Dissolving Machinery

- a. HyDOZ pressurized dissolution tank and injection equipment – This specific system allows the ozone to be fully dissolved into the liquid carrier water which then serves as the primary delivery system for disinfectant to the wastewater.
- b. HyDOZ submersible pumps – These pumps produce the necessary pressurized carrier water into which ozone is dissolved prior to final mixing with the waste stream for disinfection.

IV. Category Four: Associated Piping and Supports

- a. Piping and pipe supports – Raw ozone, ozone production cooling water, concentrated oxygen, and ozone solution injection water must all be transported through a series of very specific and specialized piping which is an integral part of the generation and injection of the disinfectant into the wastewater.

V. Category Five: Ozone Destruction Machinery

- a. Ozone destruction unit – although the system will be operated with the intention of only producing enough ozone to accomplish disinfection of the wastewater, these destruct units are essential to safe wastewater disinfection without adverse localized environmental impacts.

VI. Category Six: Systems the Control and Monitor the Process.

- a. Electrical controls and instrumentation – Each step in the ozone production and injection process is highly automated, monitored, and controlled to provide a functional disinfection system.

As shown above, I have attempted to categorize certain type of machinery to simplify this analysis. Categories Two through Three involve machinery for the creation of ozone and the injection of ozone into the water treatment process for sterilization of the wastewater during the treatment process. The machinery and equipment would be considered to be utilized in the water treatment process. Consequently, the machinery and equipment discussed in those categories would qualify for the exemption under Ark. Code Ann. § 26-52-402(a)(3) so long as the requirement of GR-66(A)(2) is satisfied.

I lack sufficient detail to determine the taxability of the items in Category Four. Generally, piping connecting exempt pieces of machinery would be considered component parts of those machines and likewise exempt. *See S. H. & J. Drilling Corp. v. Qualls*, 268 Ark. 71, 593 S.W.2d 178 (1980); *Southern Steel and Wire Co. v. Wooten*, 276 Ark. 37, 631 S.W.2d 835 (1982); *see also* Arkansas Gross Receipts Tax Rule GR-55(F)(1). It is uncertain, however, if the piping at issue functions in that capacity. Additionally, pipe supports generally do not qualify as component parts of machinery unless it can be demonstrated that the supports are uniquely customized to the machinery and work in unison with the machinery to accomplish the machinery's purpose without which the machine could not function. It is uncertain if the pipe supports would satisfy

this requirement. If the pipe supports do not function as components of pollution control machinery, the supports would generally be taxable as tangible personal property.

Category One involves machinery that merely cools the machinery discussed in Categories Two through Five. This machinery does not create a chemical for the water treatment process or inject that chemical into the water treatment process. This machinery is not utilized in the water treatment process, and, consequently, cannot qualify for the exemption under Ark. Code Ann. § 26-52-402(a)(3).

Category Six involves machinery that controls and monitors the water treatment process. Please note that Arkansas Gross Receipts Tax Rule GR-66(E)(4) specifically states that "machinery and equipment used for measuring, controlling, or testing the treatment process" do not qualify for the exemption under Ark. Code Ann. § 26-52-402(a)(3). *See also Southern Steel & Wire Co. v. Wooten*, 276 Ark. 37, 631 S.W.2d 835 (1982) (providing that machinery and equipment that is necessary to pollution control but does not itself reduce air and/or water pollution or contamination does not qualify for the pollution control exemption). Consequently, this machinery and equipment cannot qualify for the exemption under Ark. Code Ann. § 26-52-402(a)(3).

Category Five involves machinery that destroys ozone that is not utilized in the water treatment process. It is apparent that this machinery does not create a chemical for the water treatment process or inject that chemical into the water treatment process. It is uncertain whether this machinery and equipment is required by ADEQ to be installed and utilized to prevent release of ozone from the water treatment process. At this point, you have failed to demonstrate that this machinery and equipment qualifies for the exemption under Ark. Code Ann. §26-52-402(a)(3); however, I would be pleased to revisit this issue and provide a supplemental opinion should ADEQ ultimately determine that this equipment must be installed and utilized under Arkansas law to prevent ozone pollution that might otherwise result from your facility.

This opinion is based on the facts as set out in your inquiry as those facts are governed by current Arkansas laws, rules, and regulations. Any change in the facts or law could result in a different opinion.

Sincerely,



Todd Evans, Attorney
Revenue Legal Counsel



September 8, 2014

Martha G. Hunt, Chief Counsel
Revenue Legal Counsel
P. O. Box 1272, Room 2380
Little Rock, AR 72203-1272

Re: Tax Exemption Determination for the HyDOZ Disinfection System

Dear Ms. Hunt,

The City of Fayetteville is planning to replace the existing UV Disinfection System at the Noland Wastewater Treatment Plant with the HyDOZ (Hyperconcentrated Dissolved Ozone) Disinfection System. The HyDOZ system utilizes BlueInGreen's proprietary technology for disinfecting water and wastewater with ozone.

The City of Fayetteville requests a determination of the eligibility of the HyDOZ components for a sales tax exemption for pollution control machinery under the Arkansas Department of Finance and Administration Regulation GR-66 A.C.A 26-52-402.

Attached is the letter from ADEQ that confirmed that this system is a viable disinfection method. Revised Plans and Specifications for the system were submitted to ADEQ on July 14th, 2014. I have attached a layout of the proposed design installation of the system, which will consist of critical and essential equipment as listed below:

- Oxygen concentrator (3)
 - Production of ozone for wastewater disinfection requires a highly concentrated oxygen source as provided by these units. These units are the first step in the generation of the disinfectant for treatment of the wastewater.
- Ozone generator (2)
 - Raw ozone is produced by combining highly concentrated oxygen from the concentrator with electricity within these units. These units are where the ozone is generated for transport to the wastewater for treatment.
- Ozone Chiller (2)
 - The ozone generators cannot function without being constantly cooled since the ozone production process creates a great deal of heat. The generators must be cooled to consistently produce the disinfectant.
- Ozone destruction unit (2)
 - Although the system will be operated with the intention of only producing enough ozone to accomplish disinfection of the wastewater, these destruct units are essential to safe wastewater disinfection without adverse localized environmental impacts
- HyDOZ pressurized dissolution tank and injection equipment (2)

- This specific system allows the ozone to be fully dissolved into the liquid carrier water which then serves as the primary delivery system for the disinfectant to the wastewater.
- HyDOZ submersible pumps (3)
 - These pumps produce the necessary pressurized carrier water into which ozone is dissolved prior to final mixing with the waste stream for disinfection
- HVAC equipment
 - The ozone generation and oxygen concentration equipment must be kept within a controlled climate to optimize performance of the wastewater disinfectant,
- Piping and pipe supports
 - Raw ozone, ozone production cooling water, concentrated oxygen, and ozone solution injection water must all be transported through a series of very specific and specialized piping which is an integral part of the generation and injection of the disinfectant into the wastewater.
- Electrical controls and instrumentation
 - Each step in the ozone production and injection process is highly automated, monitored, and controlled to provide a functional disinfection system

Your consideration and response to this request are appreciated. We hope that you will recognize that the individual components of this disinfection system must function together as a unit, much like the individual components of the engine of a vehicle, in order to accomplish the goal of performing this essential task of disinfecting the waste stream in a remarkably environmentally friendly and ecologically sustainable manner. Please let me know if you have any questions or need additional information. I can be reached at 479-575-6850, or lhylke@fayetteville-ar.gov.

Sincerely Yours,



Lynn Hyke
Construction & Contract Manager

ADEQ

ARKANSAS
Department of Environmental Quality

MAR 9 2015

Tim Nyander, Utilities Director
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701



RE: NPDES Permit AR0020010, AFIN 72-00781
Request for Sales Tax Exemption

Dear Mr. Nyander:

- .. The Department reviewed your letter dated January 16, 2015, and requested additional information in a letter dated February 2, 2015. The January 16th letter and additional information requested a sales tax exemption determination from the Arkansas Department of Environmental Quality (ADEQ) for items being installed as part of the wastewater treatment plant improvements. The items were requested to be exempt from sales tax pursuant to the Arkansas Department of Finance and Administration (DFA) Regulation GR-66 under A.C.A. § 26-52-402. ADEQ has reviewed these items and has determined that all of the items on your list directly or indirectly prevents or reduce air or water pollution or contamination that might otherwise result from the operation of the plant.

This letter therefore serves as written documentation on what specific items are necessary for the prevention or reduction of air or water pollution or contamination that might otherwise result from the operation of the plant. The Arkansas Department of Finance and Administration administers this tax exemption and makes the final determination as to which specific items in your proposal qualify as machinery or equipment used to prevent or reduce water pollution.

If you have any questions, please call the Arkansas Department of Finance and Administration Revenue Legal Division at (501) 682-7030 or Mo Shafii of my staff at (501) 682-0622.

Sincerely,

Becky W. Keogh
Director

cc: Todd Evans, Attorney – Revenue Legal Counsel – DFA w/copy of request
Central File

Attachment 3

Copy of Copy of Warranty Bond Invoice



700 W Research Center Blvd., Suite 1207
Fayetteville, AR 72701
Phone (479) 527-6378 Fax (479) 668-0841

Tentative Agenda
Page 202 of 656
Invoice

RECEIVED

FEB 13 2015

PURCHASING

TO:

CITY OF FAYETTEVILLE, AR
ACCOUNTS PAYABLE
113 West Mountain
Fayetteville, Arkansas 72701

REMIT TO:

BlueInGreen LLC
Attn: Accounts Receivable
700 W. Research Center Blvd
Fayetteville, AR 72701
(479) 471-1468

Our Invoice Number				
F1214-01				

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	EA	Maintenance Bond SSB0429077 to City of Fayetteville, AR for supply Ozone Disinfection System for OMI Treatment Plant For Fayetteville PO# 14-0000436-100 dated 12/19/2014	\$4,639.06	\$4,639.06
SUBTOTAL				\$4,639.06
SALES TAX				N/A
SHIPPING & HANDLING				
OTHER				
TOTAL				\$4,639.06

Attachment 4

Revised specification 0640 pages 1 and 2; 0700 page 11

SECTION 0640

WARRANTY BOND

We, _____, as principal ("Principal"),
and _____
as surety ("Surety"), are hereby jointly and severally held and firmly bound unto the City of
Fayetteville for the payment of _____
_____ Dollars
(\$ _____), subject to the terms and conditions provided herein.

WHEREAS, Principal executed and entered into that certain Agreement with City of Fayetteville
for

PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES

dated _____, 20__ (the "Contract"), the provisions of which are
incorporated herein by reference, and unless otherwise defined herein all defined terms used or
referred to herein shall have the meaning ascribed thereto in the Contract. In addition to other
obligations and liabilities, the Contract required Principal to perform the Work for the Project
and to furnish this Bond to City of Fayetteville in compliance with Article 22 of the General
Conditions.

NOW THEREFORE, the obligations of Principal and Surety herein shall remain in full force and
effect as provided herein, subject to becoming null and void upon the occurrence of either or both
of the conditions that (a) Principal shall fully perform and satisfy all obligations and liabilities of
Principal under the warranty and guarantee provisions of Article 29 of the General Conditions, as
modified or supplemented by the Supplementary Conditions or any other applicable Contract
Documents, at any time within TWO YEARS after the date of Final Acceptance or such longer
period of time as may be prescribed therein (the "Warranty Period"), all of which includes
without limitation either correcting the defective Work, or removing and replacing it with
nondefective Work, or paying all direct, indirect or consequential costs of such correction or
removal and replacement, all as provided therein, or (b) City of Fayetteville shall fail to institute
a lawsuit, action or other proceeding under this Bond before the expiration of three (3) months
following the end of the Warranty Period.

FURTHER PROVIDED, that (a) any changes, modifications, amendments, alterations or supplementations in or to the Contract, and Contract Documents or the Work, or the giving by City of Fayetteville of any extension of time for the performance of the Contract, or any other forbearance on the part of either City of Fayetteville or Principal to the other, shall not in any way release the Principal or Surety, or either of them, from their liability hereunder, notice to the Surety of any of the foregoing being hereby waived, (b) in no event shall the aggregate liability of Surety exceed the amount set out herein, and (c) the rights and obligations hereof shall be binding upon and shall inure to the benefit of Principal, Surety, City of Fayetteville and their respective heirs, legal representatives, partners, privies, successors and assigns, provided that nothing herein shall authorize the assignment of any such rights and obligations.

Date of project final completion is _____. The bond shall be 50% of the final project value and shall effective for a period of TWO YEAR. The TWO YEAR Bond provided by the Principal and Surety does not change the TWO-YEAR warranty required of the equipment supplier BlueInGreen, LLC.

Executed on the _____ day of _____ 20 ____.

By _____

_____(Seal)

Witness:)

)

Attest:)

_____(Seal)

Surety

END OF SECTION 0640

Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City of Fayetteville to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City of Fayetteville. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the City of Fayetteville.

- 22.2 At the time of Final Acceptance of the Work by the City of Fayetteville, the Contractor shall furnish to the City of Fayetteville a Warranty Bond in the amount of fifty (50) percent of the amount of the final Contract Price. The Warranty Bond shall guarantee the Work in accordance with Article 29 of the General Conditions **TWO YEARS** from the date of Final Payment or as otherwise specified and is in addition to the TWO YEAR WARRANTY furnished by BlueInGreen, LLC. It shall be on the form shown in Section 0640 - Warranty Bond.

23. ASSIGNMENTS

- 23.1 Neither the Contractor nor the City of Fayetteville shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without consent of the other party.

24. INDEMNIFICATION

- 24.1 The Contractor will indemnify and hold harmless the City of Fayetteville and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 24.2 In any and all claims against the City of Fayetteville or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any

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

Tentative Agenda
Page 207 of 695

Budget Year 2015	Division: Utilities Director Dept.: Utilities Requestor: Cheryl Partain	Adjustment Number
--------------------------------	--	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A BA is needed within the Disinfection System Replacement project for change order 1 of the BlueInGreen, LLC contract to fund the sales tax on the equipment purchase and to increase the warranty bond form one year to two years. The White River Bridge Water/Sewer Relocates project has been completed and the cost savings to the City for this completed project is being moved to fund the change order to BlueInGreen, LLC contract.

RESOLUTION/ORDINANCE	COUNCIL DATE:	10/6/2015
	LEGISTAR FILE ID#:	2015-0424
	<i>Barbara Fell</i>	
	9/18/2015 3:29 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		-	-					v.20150402
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name		
	Expense	Revenue	Project	Sub				
5400.5800.5801.00	53,630	-	10008	1	EX	Fixed Assets		
5400.5800.5314.00	4,640	-	10008	1	EX	Professional Services		
5400.5600.5808.00	(58,270)	-	11012	1201	EX	Water Line Improvements		
	-	-						
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City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 2 of 695

Text File

File Number: 2015-0428

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

BID NO. LSC-2015 BENCHMARK CONSTRUCTION:

A RESOLUTION TO AWARD BID NO. LSC-2015 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION IN THE AMOUNT OF \$37,000.00 FOR A KITCHEN REHABILITATION PROJECT AT LIFESOURCE INTERNATIONAL USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

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 No. LSC-2015 and authorize a contract with Benchmark Construction in the amount of \$37,000.00 for kitchen rehabilitation project at Lifesource International using Community Development Block Grant funds.

City of Fayetteville Staff Review Form

2015-0428

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

9/18/2015

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval to award Bid# LSC-2015 to Benchmark Construction of NWA for a Community Development Block Grant (CDBG) Rehabilitation at 602 S. School Ave. and to approve a purchase order in the amount of \$37,000.

Budget Impact:

2180.4940.5315.00

2180 - CDBG

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 840,741.00

Funds Obligated \$ 155,087.92

Current Balance \$ 685,653.08

Does item have a cost? Yes

Item Cost \$ 37,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 648,653.08

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council

THRU: Jeremy Pate, Development Services Director

FROM: Yolanda Fields, Community Resources Director

DATE: September 18, 2015

SUBJECT: Approval of Purchase Order for CDBG Rehab Project

RECOMMENDATION:

Staff recommends the approval of the contract with Benchmark Construction and the purchase order for 602 S. School

BACKGROUND:

LifeSource International (602 S. School) has been a long-time recipient of CDBG funds due to their continued efforts to serve the city's low and moderate income (LMI) residents.

DISCUSSION:

Kitchen improvements were needed in order to continue effectively serving Fayetteville's LMI population. The improvements being made are listed below:

- Remove old kitchen cabinets
- Install new stainless steel cabinets
- Install stainless steel pot rack
- Touchup painting and cleanup

BUDGET/STAFF IMPACT:

Project cost is \$37,000

Attachments:

Purchase Order
Bid Packet
Bid Deadline Extension Email
Receipt of Bids
Received Bid

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

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.

Requisition No.:

Date:

Tentative Agenda
9/14/2015
Page 211 of 695

P.O Number:

Vendor #:

68230

Vendor Name:

Benchmark Construction of NWA

Mail

☐ YES ☐ NO

Legistar#:

2015-0428

Address: 333 W. Poplar St. Ste A

FOB Point:

Taxable

☒ YES ☐ NO

Expected Delivery Date:

City: Fayetteville

State: AR

Zip Code:

72703

Ship to code:

Quotes Attached

☒ YES ☐ NO

ASAP

Requester: Cherrell Lee

Requester's Employee #:

3386

Extension:

8260

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #
1	Moderate Rehabilitation at 602 S. School Ave.	1		37,000.00	\$37,000.00	2180.4940.5315.00			
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal:

\$37,000.00

Tax:

Total:

\$37,000.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Chief Financial Officer: _____

Budget Director: _____

IT Director: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____



CITY OF FAYETTEVILLE

**113 W. Mountain St.
Fayetteville, AR 72701**

INVITATION TO BID

Bid# LSC-2015

**Community Resources Division
(479) 575-8240**

BID#: LSC-2015

DATE ISSUED: 08-16-2015

DATE & TIME OF OPENING: Monday, August 31, 2015 4:00pm

CONTACT: Kyle Belt—(479) 575-8240



INVITATION TO BID

DATE ISSUED: August 16, 2015

RECEIPT OF BIDS: Monday, 4:00 pm, August 31, 2015
Community Resources Division
125 West Mountain Street
Fayetteville, AR 72701

COMMUNITY RESOURCES ADMINISTRATOR:

Kyle Belt
Community Resources Administrator
113 West Mountain Street
Fayetteville, Arkansas 72701
Phone (479) 575-8240

BRIEF SCOPE OF PROJECT: In kitchen, take out old and install new stainless steel cabinets with drawers and stainless shelving. Install a pot rack. Touch up paint.

PROJECT NUMBER: LSC-2015

PROJECT LOCATION: 602 S. School Ave., Fayetteville, AR 72701

CITY OF FAYETTEVILLE: The City of Fayetteville encourages participation of small, minority and women owned business enterprises in the procurements of goods, services, and construction, either as a general contractor or subcontractor. The City is an affirmative action / equal opportunity employer. Section 55.55 prohibits discrimination against qualified individuals because of their handicapped status.

GENERAL: A copy of the Specifications is available at the Community Resources Division's office.

******* Attention! New Requirements! *******

- New permitting requirements, please see attached
- Any bid of \$20,000 or over must be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the amount bid.
- A one hundred percent (100%) performance and payment bond is required with a contract awarded amount of over \$20,000 and filed with the Washington County Circuit Clerk.
- A State of Arkansas Commercial Contractor's License is required for ALL bids.



SPECIAL TERMS AND CONDITIONS

1. All bids shall be submitted in a sealed envelope and must be submitted on forms provided by the city. No employees of the Community Resources Division are allowed to fill out bid sheets for Contractors.
2. The company or contractor name and project # shall be stated on the face of the sealed bid envelope.
3. Bidders shall include all applicable local, state, and federal sales tax in the bid. The responsibility of payment shall remain with the successful bidder.
4. Prices shall include all labor, materials, profit, insurance, etc., to cover the furnishing of the items of the bid.
5. Bids received after the date and time set for receiving bids will not be considered.
6. The City of Fayetteville reserves the right to accept or reject any and all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City of Fayetteville. The City of Fayetteville shall be able to purchase more or less than the quantity indicated subject to availability of funds.
7. The bid price shall remain good and firm for a period of thirty (30) calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the City of Fayetteville.
8. All products delivered shall comply with applicable standards of quality.
9. Any exceptions to the requirements of the City of Fayetteville must be noted on the Bid Form or on an attached form.
10. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any such bidders, at the discretion of the City of Fayetteville.
11. **The Contractor is to supply the City with evidence of the following:**
 - 1) **Current and valid Certificate of Liability Insurance that includes coverage for**
 - a) **Workman's Compensation and Employer Liability in accordance with the laws of the State of Arkansas,**
 - b) **Commercial General Liability that covers public liability and property damage and**
 - c) **Automobile Liability, if applicable. All premiums and**



- costs shall be paid by the Contractor. In no way will the Owner be responsible in case of accident.**
- 2) Current and valid license from the State of Arkansas Contractors Licensing Board.**
12. Specifications furnished with this invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
 13. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
 14. Quality, time and probability of performance may be factors in making an award.
 15. Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City of Fayetteville.
 16. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder.
 17. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.
 18. Bids must be hand delivered or received by mail in the Community Resources Office, 125 West Mountain St. Fayetteville, AR 72701, on or before the time of closing listed on the Bid Form. Under no circumstances will faxed bids be allowed.
 19. The successful bidder will be required to provide a certificate of insurance to the Community Resources Division within ten (10) days of notice of bid award.
 20. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin, or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
 21. The contractor must be prepared to commence work on start date per Notice to Proceed issued by the City Community Resources Division, and must complete the work within Thirty (30) calendar days.
 22. A Maximum of three payments may be made on each Housing Rehabilitation Project. Upon satisfactory completion of 40% of the work and submission of proper documentation, 30% of



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

the contract amount may be released to the contractor with 10% being held as retainer. Upon satisfactory completion of 70% of the work and submission of proper documentation, 60% of the contract amount may be released to the contractor with 10% being held as retainer. Final payment shall be made after satisfactory completion and acceptance of the project. Retainers shall be released with the final payment.

23. A certificate of final inspection by the City of Fayetteville's Building Safety Division must be performed before the release of the final check.
24. Contractor must be able to meet Davis-Bacon Act requirements as applicable to project(s).



Commercial Permit Application and Plan Review Requirements

The following shall be the submittal requirements:

- **Completion of the Master Permit application and review before any work starts.**
- **“CDBG” will be entered in the Description of Work field.**
- **Specification sheets will be submitted with the application.**
- **CDBG fee waiver sheet for the application process. (Provided by CDBG Staff)**
- **A site plan of the property drawn to scale will be submitted according to permitting procedures.**
- **A floor plan drawn to scale will be submitted indicating where changes to the structure are to occur. This can be done in two parts as before and after with 8 ½ x 11 plans.**
- **The Master permit must be issued before any other permit may be applied for.**

Highland Home Builder, Inc.

Bruce Kerr 479-903-0966

Community Resources Spec writer

brucegkerr@netzero.com

Community Resources Division

CDBG Public Facilities Rehabilitations

Scope of Project: In kitchen take out old and Install new stainless steel cabinets with drawers and stainless shelving. Install a pot rack. Touchup paint.

Owner's Name: City of Fayetteville **Phone:** 479-521-4000

Project Location: Life Source, 602 S School Ave, Fayetteville, AR

Project #LSC-2015

CR Administrator: Kyle Belt **Phone:** 479-575-8240 **Fax:** 479-444-3445

Contractors Description of Work:

Minimum requirements for bidder: Proof of current Arkansas Residential Contractor's license (or Commercial Contractor's license if required by law) which is provided by the State of Arkansas Contractors Licensing Board, Certificate of Liability Insurance, and a statement of Completion of EPA/HUD Approved Lead Safety Training if applicable.

GENERAL:

The contractor will be responsible for all aspects of the construction, installation, repairs, and cleanup as stated in the Scope of Work and Specifics at the project location stated above.

Each bidder will be responsible for a complete inspection of the property at the project location before submitting bid. All the distances, measurements, procedures, and listed materials should be verified before submitting your bid to complete the work. The requirements listed here, in the description of work, are general requirements and it will be the responsibility of the winning bidder to assure the City of Fayetteville that the finished project is in compliance with all applicable codes and standards and achieves the goal of raising the efficiency of the building.

The contractor's duties and responsibilities include, but are not limited to, the following:

- 1) Purchasing of all materials.
- 2) Supervision of all employees and subcontractors.
- 3) Coordination with the City of Fayetteville Community Resources Administrator, the City of Fayetteville 1.Code Compliance Office and owners.
- 4) Project design.
- 5) Clean up and restoration of all lawns, planters, walking and driving surfaces to their original condition.
- 6) Keep job site safe for others and practice safe working practices as required.

SPECIFICS:

A: DEMO OF CABINETS

- A - 1 Remove cabinet left of ice machine.
- A - 2 Remove cabinet right of Vulcan oven.
- A - 3 Remove cabinet base that is at the pass thru window while trying to keep the wall under the window and keeping the bi-fold doors to function when new cabinet is installed.

B: INSTALL STAINLESS ITEMS

- B - 1 Install at left of ice machine a stainless steel enclosed base cabinet with drawers that is approximately 66 inches wide with a stainless steel countertop. Install three stainless steel wall mounted shelves to the concrete block above the base unit. Base cabinet does not have to fasten to the wall and it would be preferable to have one smaller drawer at the top with two larger ones below it. The drawers should be strong, sturdy drawers. The number of drawers across should match or be comparable to the cabinets that are being replaced.
- B - 2 Install to right of Vulcan oven a stainless steel enclosed base cabinet with drawers that is approximately 48 inches wide with a stainless steel countertop. Install three stainless steel wall mounted shelves to the concrete block above the base unit. Base cabinet does not have to fasten to the wall and it would be preferable to have one smaller drawer at the top with two larger ones below it. The drawers should be strong, sturdy drawers. The number of drawers across should match or be comparable to the cabinets that are being replaced.
- B - 3 In the pass thru opening install a stainless steel enclosed base cabinet with drawers that is approximately nine feet wide with a stainless steel countertop. It would be preferable to have one smaller drawer at the top with two larger ones below it. The drawers should be strong, sturdy drawers. The cabinet counter top will need to be installed in such a way that the bi-fold doors will still function as they do now to close off the kitchen from the dining area. The number of drawers across should match or be comparable to the cabinets that are being replaced.
- B - 4 Install an approximately 7 foot wide stainless steel pot rack to be hung from chains below the lights over the existing stainless steel island. Ensure the chains are attached to the ceiling in a way that it will be sturdy to hold many pans.

C: TOUCHUPS AND MISC

- C - 1 Paint any areas around all the new cabinets to provide a finished look. Match the paint to

the existing walls.

- C - 2 If the wall under the bi-fold doors had to be taken out when the cabinet was removed then provide a new barrier to close off this area to enclose and cover the back of the cabinet. This can be made out of several types of materials but it should serve the purpose of sealing the kitchen from the dining room with no sharp edges or unfinished materials.

D: CLEANUP

- D - 1 All new, used, and excess construction materials that relate to the job or a change order(s) belongs to the contractor and can be removed from the property by the contractor as needed during the project and shall be removed at completion.
- D - 2 All trash shall be hauled off by contractor and preferably recycled if possible.
- D - 3 All affected areas shall be left broom clean.
- D - 4 If lead paint is present, cleanup will be compliant with EPA/HUD Approved Lead Safety standards.

E: OTHER

- E - 1 All work or materials which are not directly noted in the Scope of Work and Specifics, but are necessary for the proper carrying out of the obvious intentions thereof, are to be understood as implied work and will be provided for by the contractor as if specifically described or drawn.
- E - 2 All work shall be performed in a workmanlike manner according to common construction practices, according to the specifications set forth in the Community Resources Program's General Specification Manual, and with adherence to city, state, and national codes.
- E - 3 Any damage to the dwelling or property caused by the contractor, his/her worker(s) or delivery person, and/or their vehicles during the project shall be repaired to like new conditions.
- E - 4 Where applicable, all electrical work shall be performed by a Arkansas State licensed electrical contractor with adherence to the current National Electrical Code.



STANDARD BID PROPOSAL FORM

PROJECT NUMBER: LSC-2015 **DATE ISSUED:** 08-16-2015

DATE AND TIME OF OPENING: Monday, 4:00 pm, August 31, 2015

OWNER'S NAME: City of Fayetteville

PROJECT ADDRESS: 602 S. School Ave., Fayetteville, AR 72701

ATTENTION

The City has the right to select which of the items listed below will be completed based on the amount of funds available.

***In blanks below please quote price for each item and the total for project at the bottom.**

A) Demo of Cabinets:

B) Install Stainless Items:

C) Touchups and Misc:

D) Cleanup:

E) Other:

MY TOTAL BID PRICE FOR THIS PROJECT IS \$ _____

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Complete Business Address: _____

Name of Firm: _____ Phone # _____

Commercial Contractor's License number _____

Street address or P.O. Box _____

City / State/ Zip Code _____

Printed Name: _____

Signature: _____ Title: _____

Belt, Kyle

From: Belt, Kyle
Sent: Monday, August 31, 2015 2:22 PM
To: Kyle Belt (kbelt@fayetteville-ar.gov)
Cc: Roberts, Adam; Lee, Cherrell
Subject: New CDBG Public Facilities Project - LSC-2015 - Addendum - Bid Deadline Extended!

Hi All,

Here's a new CDBG Public Facilities Project that we've put out to bid but are extending the deadline. The new bid deadline for bids to be received is next **Wednesday, September 9th at 4:00PM**. All specifications and requirements are the same. Please pay attention to all of the specs, special terms and conditions, permitting requirements, and bidding requirements. Please give me a call at the number below if you have any questions.

Thanks,

Kyle Richard Belt
Community Resources Administrator
Community Resources Division
City of Fayetteville, Arkansas
Phone: (479)-575-8240
TDD: (Telecommunications Device for the Deaf) (479) 521-1316
[Facebook](#) | [Twitter](#) | [YouTube](#)

CITY OF

www.fayetteville-ar.gov



RECEIPT OF BIDS

OWNER(S): City of Fayetteville

ADDRESS: 602 S. School Ave.

PROJECT No: LSC-2015

PROJECT TITLE: Moderate Rehabilitation of a Commercial Structure

BID CLOSING DAY/DATE/TIME: August 31, 2015, 4:00 P.M. Sept 9, 2015, 4:00 pm

CONTRACTOR: Benchmark Construction BID AMOUNT: \$ 31,000

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified
by: CMC J Date: 9 Sept 2015

Witness: [Signature] Date: 9/9/2015



STANDARD BID PROPOSAL FORM

PROJECT NUMBER: LSC-2015 **DATE ISSUED:** 08-16-2015

DATE AND TIME OF OPENING: Monday, 4:00 pm, August 31, 2015

OWNER'S NAME: City of Fayetteville

PROJECT ADDRESS: 602 S. School Ave., Fayetteville, AR 72701

ATTENTION

The City has the right to select which of the items listed below will be completed based on the amount of funds available.

*In blanks below please quote price for each item and the total for project at the bottom.

A) Demo of Cabinets:

B) Install Stainless Items:

C) Touchups and Misc:

D) Cleanup:

E) Other:

1000
29000
2000
1500
3500
37000

MY TOTAL BID PRICE FOR THIS PROJECT IS \$ 37,000⁰⁰

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Complete Business Address: 333 W. Poplar St. Suite A, Fay/AR 72703

Name of Firm: Benchmark Construction of NWA, Inc Phone # (479) 251-1316

Commercial Contractor's License number 0033500416

Street address or P.O. Box 333 W. Poplar St. Suite A, Fayetteville, AR 72703

City / State/ Zip Code Fayetteville, Arkansas 72703

Printed Name: Stephen Smith

Signature:  Title: CEO



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 27 of 695

Text File

File Number: 2015-0429

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

TRIMARK STRATEGIC EQUIPMENT, INC.:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A HYDROVECTION OVEN FROM TRIMARK STRATEGIC EQUIPMENT, INC. IN THE AMOUNT OF \$21,848.40 PLUS APPLICABLE TAXES, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE FAYETTEVILLE SENIOR CENTER

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a hydrovection oven from TriMark Strategic Equipment, Inc. in the amount of \$21,848.40 plus applicable taxes, pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use by the Fayetteville Senior Center.

City of Fayetteville Staff Review Form

2015-0429

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

9/18/2015

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding the purchase of a hydrovection oven for the Fayetteville Senior Center from TriMark Strategic Equipment, Inc. utilizing a cooperative contract through the National Joint Powers Alliance (NJPA) pricing off contract #103013 in the amount of \$21,848.40.

Budget Impact:

2180.4940.5315.00

2180 - CDBG

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 840,741.00

Funds Obligated \$ 155,087.92

Current Balance \$ 685,653.08

Does item have a cost? Yes

Item Cost \$ 21,848.40

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 663,804.68

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council
THRU: Jeremy Pate, Development Services Director
FROM: Yolanda Fields, Community Resources Director
DATE: September 18, 2015
SUBJECT: Approval of Purchase Order for Gas Hydrovection Oven for Senior Center

RECOMMENDATION:

Staff recommends the approval of the purchase order for a gas hydrovection oven for the Fayetteville Senior Center

BACKGROUND:

The Fayetteville Senior Center has been a long-time recipient of CDBG funds due to their continued efforts to serve the city's senior population, which is an automatic presumed benefit class of the low and moderate income (LMI) population.

DISCUSSION:

Kitchen improvements, in the form of a new oven, are needed in order to continue effectively serving Fayetteville's LMI population. The current oven used by the center breaks down often causing delays or cancelations in meals. CDBG plans to purchase the oven from TriMark Strategic Equipment, Inc. utilizing NJPA pricing through NJPA contract# 103013.

BUDGET/STAFF IMPACT:

Project cost is \$21,848.40

Attachments:

Purchase Order
Quote

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

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.

Requisition No.:	Date: 9/18/2015
P.O Number:	

Tentative Agenda
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Vendor #:	Vendor Name: TriMark Strategic Equipment, Inc.	Mail ☐ YES ☐ NO	Legistar#: 2015-0429
Address: 1461 S. Beltline Rd.		FOB Point:	Expected Delivery Date: ASAP
City: Coppell	State: TX	Zip Code: 75019	Ship to code:
Requester: Cherrell Lee		Requester's Employee #: 3386	Extension: 8260

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #
1	Double Deck Gas Hydrovection Oven for 945 S. College Ave.	1		21,848.40	\$21,848.40	2180.4940.5315.00			
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: \$21,848.40
Tax: _____
Total: \$21,848.40

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

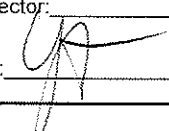
Chief Financial Officer: _____

Budget Director: _____

IT Director: _____

Dispatch Manager: _____

Utilities Manager: _____

Other:  _____



Foodservice Equipment, Supplies and Design

Quote
Tentative Agenda
Page 231 of 655

09/17/2015

STRATEGIC

To:

TriMark Strategic Equipment, Inc.
NJPA #103013 Commercial Kitchen
Equipment and Supplies
1461 S Beltline Rd
Suite 13
Coppell, Tx 75019
(561) 628-6887

Project:

Fayetteville Ar Blodgett Oven
Kelly Colebar
Fayetteville Senior Center

From:

Strategic Equipment & Supply
Mark Burden
1461 S. Beltline Rd. Ste 100
Suite 100
Coppell, TX 75019-4938
(469)240-7200

Item	Qty	Description	Sell	Sell Total
1	1 ea	HYDROVECTION OVEN	\$21,048.30	\$21,048.30
		 Blodgett Oven Model No. HV-100G DBL HydroVection™ Oven, Gas, full size, double stacked, capacity (10) 18" x 26" pans, glass doors, (10) stainless steel racks and (20) rack positions, cavity vent, manual controls, four speed auto-reversing fan motor, core probe, stainless steel construction, 8-1/2" stainless steel legs with casters and stacking kit, 60,000 BTU, ETL, NSF		
	1 ea	(1) One year parts and labor warranty, standard		
	1 ea	Gas type to be determined		
	2 ea	120v/60/1-ph, 10.0 amps, NEMA 5-20P (per deck), standard		
	1 ea	FXI-11+CR Optipure Multi-Stage Water Filtration System	\$308.70	\$308.70
	2 ea	48" flexible gas hose with quick disconnect & restraining device	\$245.70	\$491.40
ITEM TOTAL:				\$21,848.40
Total				\$21,848.40

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$21,848.40



HV-100G

Full-Size Gas Hydrovection Oven



OPTIONS AND ACCESSORIES (AT ADDITIONAL CHARGE)

■ Controls

- ☐ MenuSelect control can hold multi-stage programming for up to 99 products, includes Cook & Hold, core probe cooking and USB port
- ☐ Touchscreen control allows cooking with timer and core probe simultaneously. Includes shelf timing, cooking compensation and multi-shelf recipes. Holds up to 255 recipes.

■ Legs/casters/stands:

- ☐ 11" (279mm) adjustable legs
- ☐ 11" (279mm) seismic feet
- ☐ 34" (864mm) stainless steel open stand with rack guides
- ☐ Extra stainless steel oven racks
- ☐ Additional core probe
- ☐ Chicken roasting rack
- ☐ French fry pan
- ☐ Water pressure regulator
- ☐ Side heat shield

Project _____

Item No. _____

Quantity _____

Tentative Agenda
Page 232 of 695

HV-100G

Standard depth baking compartment - accepts five 18" x 26" standard full-size baking pans in left-to-right positions.

All data is shown per oven section, unless otherwise indicated.

Refer to operator manual specification chart for listed model names.

EXTERIOR CONSTRUCTION

- Fully welded angle-iron frame
- Stainless steel front, top, back and sides
- Simultaneous split door operation with catch-latch system
- Triple mounted door design with turnbuckle assembly
- Black glass doors with one piece curved handle
- Dual pane tempered viewing window with hinged inner glass for easy cleaning
- Retractable hand shower for ease of cleaning

INTERIOR CONSTRUCTION

- 316 stainless steel coved corner liner for easy cleaning
- Five stainless steel racks and ten rack positions
- Two halogen interior lights for superior visibility
- Drain in oven cavity
- Up to 2.5" of Super Wool Plus insulation for greater heat retention

OPERATION

- Standard control with function selection for hydro low, hydro high, hot air, and cool down
- Retherm and Fry bands on control
- Three inshot burners
- Direct spark ignition
- Removeable core temperature probe
- Hydrovection cook modes provide low or high humidity
- Hot air cook mode for baking and pastries
- One touch cooking
- Four speed auto-reversing fan motor for even bake
- Cavity vent control provides ability to release steam at the push of a switch
- Thermostatically controlled quench system, Eco-Friendly

STANDARD FEATURES

- 25" (635mm) adjustable stainless steel legs (for single units)
- 8-1/2" (216mm) stainless steel legs with casters (for double sections)
- 1 year parts and 1 year labor warranty

** For all international markets, contact your local distributor.*



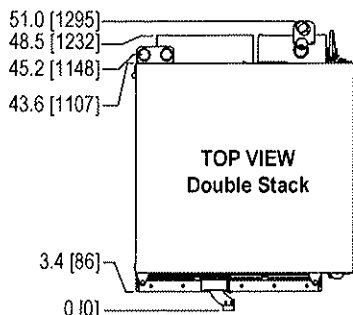
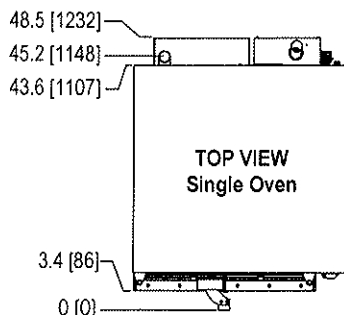
BLODGETT OVEN COMPANY

www.blodgett.com • 44 Lakeside Avenue, Burlington, VT 05401 • Phone: (802) 658-6600 • Fax: (802) 864-0183



HV-100G

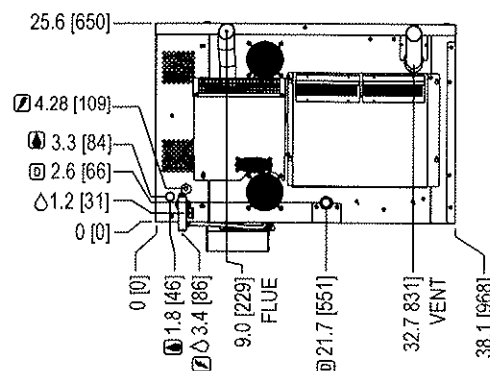
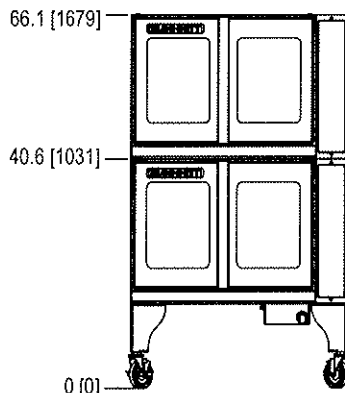
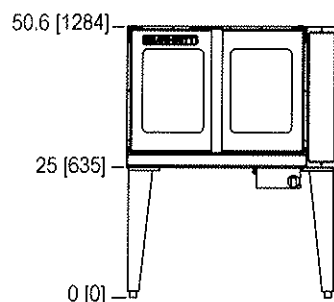
Tentative Agenda Page 233 of 695	
APPROVAL/STAMP	



APPROVAL/STAMP

DIMENSIONS ARE IN INCHES (MM)

REAR VIEW



SHORT FORM SPECIFICATIONS Provide Blodgett full-size hydrovection oven model HV-100G, (single/double) compartment with fully welded angle iron frame. Each compartment shall have fully welded 316 stainless steel liner. Liner to be covered top and bottom. Unit shall accept five 18" x 26" standard full-size bake pans. Doors shall be triple mounted, black glass with dual pane thermal glass windows, curved handle and simultaneous operation. Unit shall be heated by 60,000 BTU gas burner. Air in baking chamber distributed by single inlet blower wheel powered by a four speed, auto-reversing, 3/4 HP motor with thermal overload protection. Each chamber shall be fitted with bright halogen lamps, and five standard stainless steel removable racks. Retractable hose reel mounted just below the control for easy cleanup. Unit shall have manual control with hydro low and hydro high moisture control, hot air and cool down modes. Breaker shut off switch on front panel for easy service. 1 year parts and 1 year labor warranty. Provide options and accessories as indicated.

DIMENSIONS:

Floor space

Single 38.1" (968mm) W x 48.5" (1232mm) D
Double Stack 38.1" (968mm) W x 51" (1295mm) D

Interior 29" (737mm) W x 20" (508mm) H x 23.43" (595mm) D
Single oven on casters Add 4-1/2" (114mm) to height

Product clearance from combustible and non-combustible construction
Oven sides 0" (0mm) Blodgett recommends 4" clearance from any heat source on the control panel side of the oven, an optional heat shield should be considered

Oven back 6" (152mm)

Minimum Entry Clearance

Uncrated 25.6" (650mm)
Crated 37-1/2" (953mm)

GAS SUPPLY (per section):

3/4" NPT

Inlet Pressure:

Natural 7.0" W.C. static to unit
Propane 14.0" W.C. static to unit

Maximum Input:

Single 60,000 BTU/hr
Double 120,000 BTU/hr

POWER SUPPLY (per section):

Standard 115VAC, 10 amp, Nema 5-20R dedicated receptacle
Option 208/240VAC, 5 amp, Nema 6-15 dedicated receptacle
Export Export voltages available on request

Blodgett recommends a Pass & Seymour, model 2095, GFCI for this oven model due to the use of a variable frequency drive.

WATER & DRAIN CONNECTION (per section):

1" NPT drain connection Maximum drain temperature 140°F (60°C)

3/4" NPT garden hose - cold water only

Appliance is to be installed with backflow protection in accordance with Federal, State or Local codes.

WATER SUPPLY (per section):

Good quality water feed is the responsibility of the owner. The use of water that is not within the following guidelines will void the warranty.

TDS: < 40-125 ppm Hardness: 35-100 ppm pH: 7.0 - 8.5 Silica: < 13 ppm
Chlorides: < 25 ppm Chlorine: 0 ppm 30(min)-50(max) PSI

The best defense against poor water quality is a water filter system designed to meet your water quality conditions. **Filtered water is highly advised.**

Water Consumption 2.5 - 3.0 GPH

SHIPPING INFORMATION:

Approx. Weight

Per section 520 lbs. (236 kg)

Crate sizes

37-1/2" (952mm) x 43-1/2" (1105mm) x 51-3/4" (1315mm)
(2 crates required for double)

NOTE: The company reserves the right to make substitutions of components without prior notice

BLODGETT OVEN COMPANY

www.blodgett.com • 44 Lakeside Avenue, Burlington, VT 05401 • Phone: (802) 658-6600 • Fax: (802) 864-0183



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
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Text File

File Number: 2015-0430

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

GAMETIME C/O CUNNINGHAM RECREATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF PLAYGROUND EQUIPMENT FROM GAMETIME C/O CUNNINGHAM RECREATION FOR THE PRISM EDUCATION CENTER LOCATED AT 2030 MORNINGSIDE DRIVE IN THE AMOUNT OF \$73,321.91, PURSUANT TO A STATE PROCUREMENT CONTRACT, USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of playground equipment from GameTime c/o Cunningham Recreation for the Prism Education Center located at 2030 Morningside Drive in the amount of \$73,321.91, pursuant to a state procurement contract, using Community Development Block Grant funds.

City of Fayetteville Staff Review Form

2015-0430

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

9/18/2015

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval to award a contract to GameTime c/o Cunningham Recreation for a playground install for Prism Education Center at 2030 Morningside Drive and to approve a purchase order in the amount of \$73,321.91

Budget Impact:

2180.4940.5315.00

2180 - CDBG

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 840,741.00

Funds Obligated \$ 155,087.92

Current Balance \$ 685,653.08

Does item have a cost? Yes

Item Cost \$ 73,321.91

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 612,331.17

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council

THRU: Jeremy Pate, Development Services Director

FROM: Yolanda Fields, Community Resources Director

DATE: September 18, 2015

SUBJECT: Approval of purchase order for Playground Install at Prism Education

RECOMMENDATION:

Staff recommends the approval of the contract to GameTime c/o Cunningham Recreation and the purchase order for the playground install at Prism Education Center (2030 Morningside Dr.)

BACKGROUND:

Prism Education Center has been a long-time recipient of CDBG funds due to their continued efforts to serve the city's low and moderate income (LMI) residents.

DISCUSSION:

Prism Education is currently building a new facility at 2030 Morningside Dr. which is in need of playground equipment that will be utilized by the majority-LMI student population that they serve. A formal bid process was not necessary because the State of Arkansas has a contract for park and playground equipment with GameTime.

BUDGET/STAFF IMPACT:

Project cost is \$73,321.91

Attachments:

Purchase Order
Proof of AR State Contract with GameTime
Quote

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)
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.

Vendor #:		19603		Vendor Name:		Game Time c/o Cunningham Recreation		Requisition No.:		Date: 9/18/2015	
Address:		P.O. Box 240981		City:		Charlotte		P.O. Number:			
Requester:		Cherrell Lee		State:		NC		Mail ☐ Yes ☐ No		Legistar#: 2015-0430	
Item		Description		Quantity		Unit of Issue		Unit Cost		Extended Cost	
1	Playground Install for Prism Education at 2030 Morningside Dr.	1		73,321.91	\$73,321.91						
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: Vendor per AR state contract #4600024214											
Subtotal: \$73,321.91 Tax: \$73,321.91 Total: \$73,321.91											

Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____	Department Director: _____ Budget Director: _____ Utilities Manager: _____	Purchasing Manager: _____ IT Director: _____ Other: _____
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Park & Playground Equipment

< Back to State Contracts

Expiration Date	Contract	Vendor	Buyer
9/16/2015	4600024214/110179	Gametime	Julia Shackelford
Co-Op	Mandatory	Minority	Green
US Communities	No	No	No

AASIS Information

AASIS Contract # 4600024214

Material Group # 65000

Vendor # 100099197

Link

Contract

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Child Support WebPay
Arkansas State Surplus
Child Support Employer Portal

Bid Opportunities
Vendor Registration
Local Tax Rate Lookup
Arkansas Trucking Portal
Personalized License Plates
Specialty License Plates
Misuse of State Vehicle Reporting

Department of Finance and Administration
1509 West 7th Street
Little Rock, AR 72201
Google Map

Contact Us

Accessibility | Privacy | Security | Acceptable Use

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GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

Tentative Agenda
Page 239 of 695

QUOTE
#105032

09/15/2015

City of Fayetteville-Playground

Fayetteville Parks and Recreation
Attn: Yolanda Fields
10 S. Willow Ave.
Fayetteville, AR 72701
yfields@fayetteville-ar.gov

Project #: P79278
Ship To Zip: 72701

Quantity	Part #	Description	Unit Price	Amount
1	95076	GameTime - PowerScope Climb & Conquer	\$50,912.00	\$50,912.00
1	95011	GameTime - PSPlus Terrace	\$19,159.00	\$19,159.00
1	5055	GameTime - Merry-Go-All	\$4,672.00	\$4,672.00
1	5056	GameTime - Arch Swing	\$5,492.00	\$5,492.00

Materials only quotation.
Contract: USC

SubTotal: \$80,235.00
Discount: (\$17,426.88)
Tax: \$6,513.79
Freight: \$4,000.00
Total Amount: \$73,321.91

Pricing: Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes will be shown as a separate line item if included. Any applicable taxes not shown will be applied to the final invoice.

Lead Time/Shipments: Standard orders shipped 4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals, (if required) unless otherwise noted. Custom equipment and shades may require a longer lead time. Surfacing lead time is approximately 2 weeks after scheduling request. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery. Equipment may be sent in multiple shipments based on point of origin.

Payment Terms: Payment in full, Net 30 days subject to approval by Credit Manager. Pre-payment may be required for orders equaling less than \$5,000. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders unless otherwise noted. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Game Time unless otherwise directed.

Returns: Returns are available on shipments delivered within the last 60 days and only if the product is in merchantable condition, has never been installed, and has never been stored in an area of little or no protection. A 25% restocking fee will be applied to all goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item upon its return. Uprights cannot be returned.

Acceptance of this proposal indicates your agreement to the terms and condition stated herein.

Wish to pay by credit card? Please complete the following information:

_____ Mastercard _____ Visa _____ AMEX

Credit Card Number: _____ Exp Date: _____
CSC, Card Security Code: _____
Name as it appears on card: _____
Amount to be charged to card: _____
Email or Fax credit card receipt to: _____



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

Tentative Agenda
Page 240 of 695

QUOTE
#105032

09/15/2015

City of Fayetteville-Playground

FURNISH & DELIVER ONLY:

- All items are quoted furnish and deliver ONLY. Installation is NOT included.

Acceptance of quotation:

Accepted By (printed): _____ Date: _____

Title: _____ P.O. No: _____

Telephone: _____ Fax: _____

Purchase Amount: **\$73,321.91**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesman Signature Customer Signature

ORDER INFORMATION:

Bill to: _____ Ship to: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
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Text File

File Number: 2015-0427

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

GARVER, LLC TASK ORDER NO. 4:

A RESOLUTION TO APPROVE TASK ORDER NO. 4 WITH GARVER, LLC IN THE AMOUNT OF \$27,500.00 FOR DESIGN, BIDDING AND CONSTRUCTION OVERSIGHT SERVICES FOR THE DRAKE FIELD AIRFIELD ROOF REHABILITATION PROJECT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Task Order No. 4 with Garver, LLC in the amount of \$27,500.00 for design, bidding and construction oversight services for the Drake Field Airfield Roof Rehabilitation Project.

City of Fayetteville Staff Review Form

2015-0427

Legistar File ID

10/6/2015

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

John J. Roscoe

9/14/2015

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to: Authorize Garver LLC Task Order 04 in the amount of \$27,500 for Design, Bidding Services and Construction Oversight associated with the Airport Roof Replacements project.

Budget Impact:

5550.3960.5314.00		Airport	
Account Number		Fund	
13025 1		Airport Roof Replacements	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 211,000.00
		Funds Obligated	\$ -
		Current Balance	\$ 211,000.00
Does item have a cost?	Yes	Item Cost	\$ 27,500.00
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ 183,500.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Staff/Contract Review Committee
Terry Gulley, Transportation Director

FROM: John J. Roscoe, Airport Director

DATE: 9/14/15

SUBJECT: Garver LLC Task Order 04
Legistar Item # 2015-0427

RECOMMENDATION:

Staff requests approval of a Resolution to: Authorize Garver LLC Task Order 04, in the amount of \$27,500, for Design, Bidding Services and Construction Oversight of the Airport Roof Replacements project.

BACKGROUND:

The airport facility includes a number of large buildings, several of which are aging. The 2015 spring and early summer storms took a toll on several of the structures including new wind damage and roof leaks. Airport staff have identified nine buildings with leaking roofs.

The Airport's approved Capital Improvement schedule includes a project for roof replacements. Originally conceived for roof replacements for three specific buildings, the airport has determined that a more extensive survey of roof conditions should be undertaken in order to stem the potential deterioration of the airport's structures.

DISCUSSION:

Approval of Task Order 04 will authorize the Airport's consulting engineering firm, Garver LLC, to proceed with a roof condition survey of nine airport buildings. Results of the survey will yield options for repairs or replacement. Based on airport priorities, Garver will then design specifications for bidding and perform construction oversight when a contractor is selected.

Once the survey is completed and costs estimated, airport staff will apply for an Arkansas Department of Aeronautics (ADA) grant for reimbursement of a portion of the expected project costs.

BUDGET/STAFF IMPACT:

The Airport Roof Replacements project currently has an approved budget of \$211,000. The Task Order with Garver will use \$27,500 of the existing project budget, a portion of which may be reimbursable through a grant from ADA.

Attachments:

SRF, SRM,
Task Order 04
Purchase Request

From: White, Adam T. <ATWhite@GarverUSA.com>
Sent: Friday, September 04, 2015 9:40 AM
To: Roscoe, John
Cc: Perea, Ben M.; Nicholson, James
Subject: FTV Airfield Roof Rehab
Attachments: Garver Task Order 04 - FYV Airfield Roof Rehabilitation.pdf

Johnny:

See attached for a task order to provide engineering services related to the roof rehabilitation of 16 City-owned buildings at the airport, including the following:

1. FBO Hangar
2. Terminal Building
3. FAA Building
4. Old Terminal Building
5. Old Museum
6. South Delta Aviation
7. A&P Facility
8. Wing Avionics
9. East Airfield T-Hangars (8)

We have teamed with Polk Stanley Wilcox, a local architect, to provide the airport with roof experts that can offer multiple rehabilitation options for each building and can ensure that the work is completed correctly. More specifically, the scope of services for this task order includes:

- **Roof Survey** – Polk Stanley Wilcox will inspect each roof and document/photograph damage, roof types, and roof dimensions.
- **Roof Rehabilitation Report** – Polk Stanley Wilcox will prepare a report detailing the damage found for each building and repair/replacement options. Each repair/replacement option will include a cost estimate to perform the work. Polk Stanley and Garver will meet with the airport to review the report and develop priorities that can best way to utilize the airport's funds.
- **Bid Package Development** – Garver and Polk Stanley Wilcox will prepare a bid package for use in bidding the roof rehabilitation work to Contractors. This package will include detailed performance specifications for each type of roof repair.
- **Bidding Services** – Garver will help the City bid the project and, if necessary, prepare an ADA grant application for matching funds.
- **Construction Phase Services** – Polk Stanley Wilcox will review contractor submittals, provide limited construction oversight to review the contractor's work, perform a final inspection, and develop punch list items. Garver will prepare payments to the Contractor throughout construction and, if necessary, grant drawdown paperwork.

If the airport is agreeable to this scope, we could tentatively plan on the schedule below:

September 18 – Request Deadline for City Council Agenda
September 29 – City Council Agenda Session
October 6 – City Council Meeting to approve engineering contract
October 7 – Notice to Proceed to Polk Stanley Wilcox to begin work
October 14 – Roof Surveys Complete
October 28 – Meeting with Airport to review Roof Rehab Report
November 15 – Advertise for Bids (1st Advertisement)
November 22 – Advertise for Bids (2nd Advertisement)
November 27 – Open Bids
November 30 – Grant Application to ADA (If Applicable)

December 16 – ADA Meeting to approve grant (If Applicable)
December 18 – Request Deadline for City Council Agenda
December 29 – City Council Agenda Session
January 5 - City Council Meeting to approve construction contract
Mid-January – Begin construction

Tentative Agenda
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Adam White, PE
Project Manager
Aviation Team
Office: 479-527-9100
Mobile: 479-747-1991

APPENDIX A-4

TASK ORDER 04 FAYETTEVILLE – DRAKE FIELD (FYV) AIRFIELD ROOF REHABILITATION

This TASK ORDER is made as of _____, 2015 by and between the CITY OF FAYETTEVILLE of Fayetteville, Arkansas hereinafter referred to as “CITY OF FAYETTEVILLE,” and GARVER, LLC, hereinafter referred to as “GARVER”, in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on April 21, 2015.

Under this Work Order, the CITY OF FAYETTEVILLE intends to make the following improvements for the FYV Airfield Roof Rehabilitation project.

Rehabilitate the following City owned building roofs located at Fayetteville-Drake Field and as shown in Exhibit C-4:

1. FBO Hangar
2. Terminal Building
3. FAA Building
4. Old Terminal Building
5. Old Museum
6. South Delta Aviation
7. A&P Facility
8. Wing Avionics
9. East Airfield T-Hangars (8)

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

GARVER will provide services as detailed in Exhibit A-4.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum basis. The CITY OF FAYETTEVILLE represents that funding sources are in place with the available funds necessary to pay GARVER.

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Roof Surveys	\$4,000	Lump Sum
Roof Rehabilitation Report	\$9,000	Lump Sum
Bid Package Development	\$6,000	Lump Sum
Bidding Services	\$3,500	Lump Sum
Construction Phase Services	\$5,000	Lump Sum
TOTAL FEE	\$27,500	

Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2016.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-4 for each classification of GARVER's personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B-4 will be increased annually with the first increase effective on or about July 1, 2016.

SECTION 3 –EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Agreement:

- 3.1.1 Exhibit A-4 Scope of Services
- 3.1.2 Exhibit B-4 Rate Schedule
- 3.1.3 Exhibit C-4 Project Exhibit

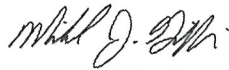
This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Task Order, including attachments listed in SECTION 3 –EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By : _____
Mayor, Lioneld Jordan

By:  _____

ATTEST:

By: _____
City Clerk

Title: Senior Vice President

**EXHIBIT A-4 – SCOPE OF SERVICES
FAYETTEVILLE – DRAKE FIELD (FYV)
AIRFIELD ROOF REHABILITATION**

2.1 General

Generally, the scope of services includes surveying, report preparation, bid package development, bidding services, and construction phase services for improvements to Fayetteville – Drake Field Airport. Improvements will consist primarily of rehabilitating City owned building roofs located as listed below and shown in Exhibit C-4.

1. FBO Hangar
2. Terminal Building
3. FAA Building
4. Old Terminal Building
5. Old Museum
6. South Delta Aviation
7. A&P Facility
8. Wing Avionics
9. East Airfield T-Hangars (8)

2.2 Roof Surveys

Polk Stanley Wilcox, as a Subconsultant to GARVER, will perform an on-site investigations of existing roof conditions for sixteen (16) separate structures as shown in Section 2.1. Polk Stanley Wilcox will prepare documents showing dimensions, types of roofs, and photos of existing conditions.

2.3 Roof Rehabilitation Report

Upon completion of the roof surveys, Polk Stanley Wilcox, as a Subconsultant to GARVER, will prepare a written report detailing repair or replacement options with preliminary, rough order of magnitude costs. GARVER and Polk Stanley Wilcox will attend up to two (2) meetings with the Airport staff to review the findings and report.

2.4 Bid Package Development

GARVER and Polk Stanley Wilcox will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to GARVER by the CITY OF FAYETTEVILLE. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall be in accordance with sound engineering principles. Detailed specifications shall be developed using appropriate standards. A specimen copy of applicable prevailing wage rates will be obtained by GARVER from the Arkansas Department of Labor as appropriate for incorporation into the specifications for the proposed project.

GARVER will furnish plans to the CITY OF FAYETTEVILLE for bidding and coordination purposes.

2.5 Bidding Services

GARVER will assist the CITY OF FAYETTEVILLE in advertising for and obtaining bids or negotiating proposals for one (1) prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents. The CITY OF FAYETTEVILLE will pay advertising costs outside of this contract. GARVER will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. GARVER will consult with and advise the CITY OF FAYETTEVILLE as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. GARVER will consult with the CITY OF FAYETTEVILLE concerning and to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. GARVER will attend the bid opening, prepare bid tabulation sheets and assist the CITY OF FAYETTEVILLE in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. GARVER will assist the CITY OF FAYETTEVILLE in the execution of all contract documents and furnish a sufficient number of executed documents for the CITY OF FAYETTEVILLE and Contractor.

2.6 Construction Phase Services

During the construction phase of work, GARVER and Polk Stanley Wilcox, as a Subconsultant to GARVER, will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend the preconstruction meeting.
2. Attend two (2) progress/coordination meetings with the CITY OF FAYETTEVILLE /Contractor.
3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by GARVER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, GARVER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
4. Issue instructions to the Contractor on behalf of the CITY OF FAYETTEVILLE and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the CITY OF FAYETTEVILLE regarding payment. GARVER's recommendation for payment shall not be a representation that GARVER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor

has used money previously paid to the Contractor.

6. When authorized by the CITY OF FAYETTEVILLE, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
7. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.

2.7 Project Deliverables

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

1. Two copies of the Roof Rehabilitation Report.
2. One copy of the Final Plans and Specifications.
3. Three copies of the Final Plans and Specifications to the Contractor.
4. Electronic files as requested.

2.8 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the CITY OF FAYETTEVILLE's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Roof surveys for buildings other than those listed in Section 2.1.
3. Analysis or opinions of any other aspect of the City owned buildings, including architectural, mechanical, electrical and/or civil components or features.
4. Submittals or deliverables in addition to those listed herein.
5. Construction materials testing.
6. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
7. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
8. Review of National Historic Registry requirements or design to meet National Historic Registry requirements.

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

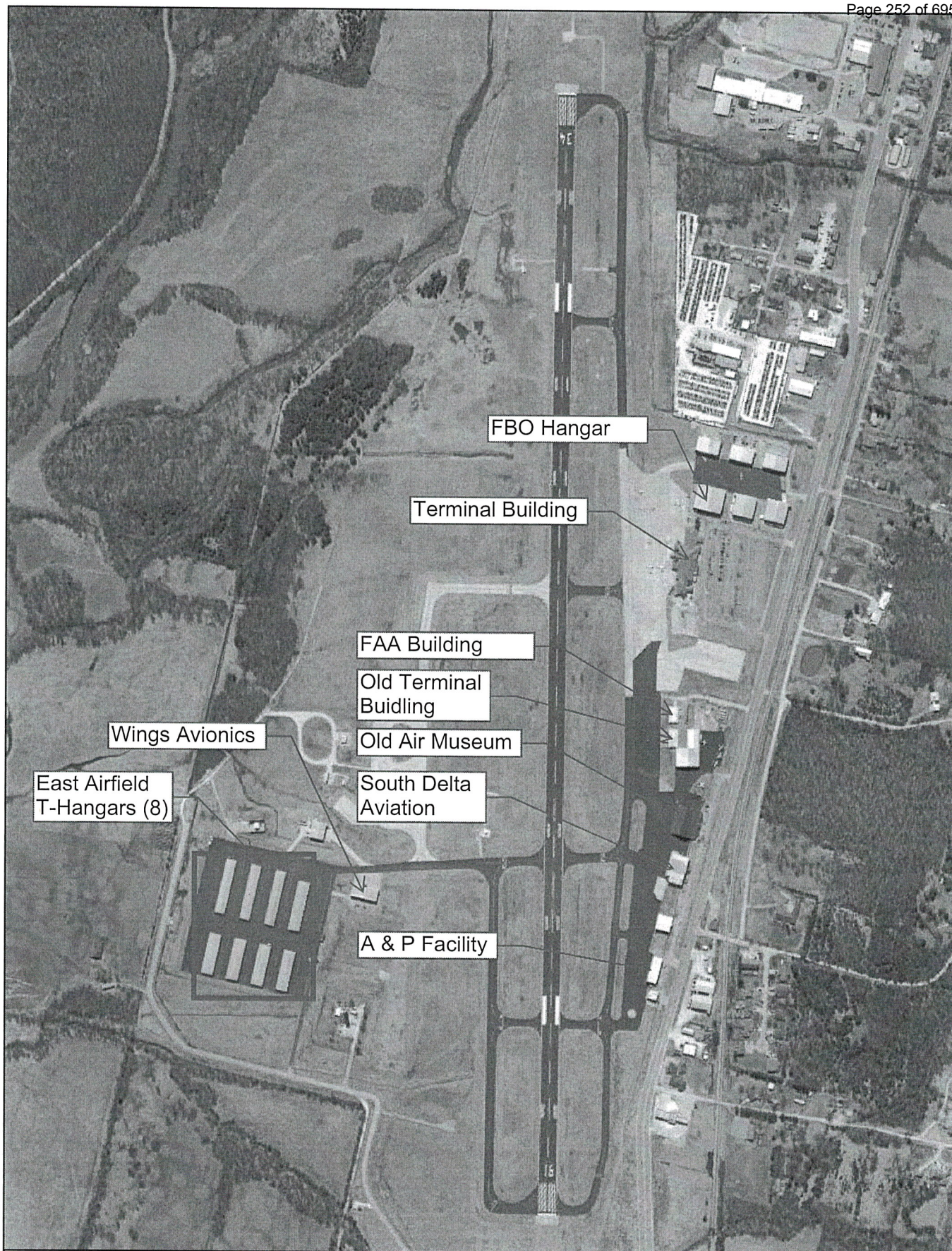
2.9 Schedule

GARVER shall begin work immediately upon receipt of the executed task order and shall complete the work within a mutually agreeable schedule.



EXHIBIT B-4
FYV Airfield Roof Rehabilitation
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	\$ 31.90
E-2	\$ 37.00
E-3	\$ 44.80
E-4	\$ 52.30
E-5	\$ 63.80
E-6	\$ 80.00
E-7	\$ 105.50
Planners / Environmental Specialist	
P-1	\$ 38.40
P-2	\$ 48.20
P-3	\$ 60.00
Designers	
D-1	\$ 29.80
D-2	\$ 34.90
D-3	\$ 41.50
D-4	\$ 48.20
Technicians	
T-1	\$ 23.20
T-2	\$ 29.50
T-3	\$ 35.90
Surveyors	
S-1	\$ 14.20
S-2	\$ 18.80
S-3	\$ 25.40
S-4	\$ 36.40
S-5	\$ 48.20
S-6	\$ 54.80
2-Man Crew (Survey)	\$ 55.20
3-Man Crew (Survey)	\$ 69.40
2-Man Crew (GPS Survey)	NA
3-Man Crew (GPS Survey)	NA
Construction Observation	
C-1	\$ 28.10
C-2	\$ 36.10
C-3	\$ 44.20
C-4	\$ 54.30
Management / Administration	
M-1	\$ 105.50
X-1	\$ 18.20
X-2	\$ 24.80
X-3	\$ 34.50
X-4	\$ 44.00
X-5	\$ 54.00
X-6	\$ 64.00



	FAYETTEVILLE - DRAKE FIELD FAYETTEVILLE, ARKANSAS AIRFIELD ROOF REHABILITATION	PROJECT EXHIBIT	FIGURE NUMBER C-4
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10/6/2015

City of Fayetteville - Purchase Order Request (PO)						Requisition No.:		Date:	
(Not a Purchase Order)									
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.									
Vendor #: 52650		Vendor Name: Garver Engineers				Mail ☐ YES ☒ NO		Legistar#: 2015-0427	
Address: 2049 E Joyce Blvd Ste 400					FOB Point:		Taxable ☐ YES ☒ NO		Expected Delivery Date: 03/31/16
City: Fayetteville		State: AR		Zip Code: 72703	Ship to code:	Quotes Attached ☐ YES ☒ NO			
Requester: J Nicholson					Requester's Employee #: 771		Extension: 7641		
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Task Order 04 - Airport Roofs	1	LS	27,500.00	\$27,500.00	5550.3960.5314.00	13025 1		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: \$27,500.00			
						Tax: \$0.00			
						Total: \$27,500.00			
Approvals:									
Mayor: _____			Department Director: _____			Purchasing Manager: _____			
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 25 of 695

Text File

File Number: 2015-0447

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 13

HI-LITE AIRFIELD SERVICES, LLC CHANGE ORDER NO. 1:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH HI-LITE AIRFIELD SERVICES, LLC IN THE AMOUNT OF \$8,895.00 TO INCREASE THE QUANTITIES OF AIRFIELD PAVEMENT MARKINGS TO BE REHABILITATED

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 Change Order No. 1 to the contract with Hi-Lite Airfield Services, LLC in the amount of \$8,895.00 to increase the quantities of airfield pavement markings to be rehabilitated.

City of Fayetteville Staff Review Form

2015-0447

Legistar File ID

10/6/2015

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

John J. Roscoe

9/18/2015

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a Resolution to:

1) Authorize Change Order No 1 to the construction Contract with Hi-Lite Airfield Services, LLC, in the amount of \$8895.80, for additional quantities not included in the original bid for the painting portion of the Airfield Pavement Marking Rehabilitation project.

Budget Impact:

5550.3960.5804.00

D810 Aviation

Account Number

Fund

15030 1

Airport Pavement Painting & Signs

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 199,867.00

Funds Obligated \$ 115,917.50

Current Balance \$ 83,949.50

Does item have a cost? Yes

Item Cost \$ 8,895.80

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 75,053.70

Previous Ordinance or Resolution # 142-15

V20140710

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Staff/Contract Review Committee
Terry Gulley, Transportation Director

FROM: John J. Roscoe, Airport Director

DATE: 9/18/15

SUBJECT: Change Order No 1 w/Hi-Lite Airfield Services
Legistar Item # 2015-0447

RECOMMENDATION:

Staff recommends approval of a Resolution to:
Authorize Change Order No 1 to the construction Contract with Hi-Lite Airfield Services, LLC, in the amount of \$8895.80, for additional quantities not included in the original bid for the painting portion of the Airfield Pavement Marking Rehabilitation project.

BACKGROUND:

Resolution 123-15, 7/21/15, authorized Task Order No. 3 for Airport consulting engineers, Garver, to provide Design, Bidding and Construction Oversight of the Airfield Pavement Marking Rehabilitation project and to accept a 90/10 grant from the Arkansas Department of Aeronautics.

Resolution 142-15, 8/18/15, accepted bid #15-45 and authorized a Contract with Hi-Lite Airfield Services, LLC for painting airfield markings.

DISCUSSION:

Change Order No. 1 increases quantities of airfield pavement marking that were originally omitted from the bid documents in order to maximize the awarded grant funds. Since bids were lower than expected, the additions can be included with an increase to the project budget.

The project is funded with a 90/10 grant from the Arkansas Department of Aeronautics. Thus, 90% of this increase will be funded with outside source funding.

BUDGET/STAFF IMPACT:

10 % of this Change Order expense will be expended from the Airport Fund; \$889.58.

Attachments:

SRF, SRM,
Change Order No. 1
Res 123-15 & 142-15



Construction Contract Change Order													
Project: FYV Airfield Pavement Marking Rehabilitation Drake Field - Fayetteville, AR Garver Job No. 1504-1212 City of Fayetteville Bid No. 15-45					Change Order No. 1 Date Prepared: September 15, 2015 Prepared by: Ben Perea, Garver								
Owner: City of Fayetteville 125 West Mountain St Fayetteville, AR 72701					Contractor: Hi-Lite Airfield Services, LLC 18249 Hi-Lite Drive Adams Center, NY 13606								
Description of Work Included in Contract Rehabilitation of existing airfield pavement marking.													
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A Adjustment in as-bid quantities to include the airfield pavement marking quantities originally omitted from the bid documents in order to maximize awarded grant funds.													
Attachments: Revised construction drawings													
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost				
A.	SS-620-5.1a	Runway and Taxiway Painting (Reflective)	SF	101,000	\$0.55	106,006	\$0.55	\$55,550.00	\$58,303.30				
A.	SS-620-5.1b	Runway and Taxiway Painting (Non-Reflective)	SF	2,650	\$0.45	6,300	\$0.45	\$1,192.50	\$2,835.00				
A.	SS-620-5.2	Pavement Marking Removal	SF	1,000	\$2.00	3,250	\$2.00	\$2,000.00	\$6,500.00				
								\$0.00	\$0.00				
								\$0.00	\$0.00				
								\$0.00	\$0.00				
								\$0.00	\$0.00				
Summation of Cost								\$58,742.50	\$67,638.30				
Net Cost for this Change Order								\$8,895.80					
Estimated Project Cost				Time Change									
Original Contract Amount				Estimated Project Cost		Original Contract Start Date		To be determined					
This Change Order				\$88,492.50		Original Contract Time (calendar days)		10					
New Contract Amount				\$97,388.30		Additional Calendar Days granted by this Change Order		0					
						New Contract Time (calendar days)		10					
						Suspended Time		-					
						New Construction Completion Date		To be determined					
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS													
ISSUED FOR REASONS INDICATED ABOVE <table style="width: 100%;"> <tr> <td style="width: 50%;"> Engineer: Garver Digitally Signed 2015.09.17 15:59:54-05'00' Engineer's Signature </td> <td style="width: 50%;"> Project Manager _____ Title </td> </tr> <tr> <td></td> <td style="text-align: right;">9/17/15 Date</td> </tr> </table>										Engineer: Garver Digitally Signed 2015.09.17 15:59:54-05'00' Engineer's Signature	Project Manager _____ Title		9/17/15 Date
Engineer: Garver Digitally Signed 2015.09.17 15:59:54-05'00' Engineer's Signature	Project Manager _____ Title												
	9/17/15 Date												
ACCEPTED BY CONTRACTOR <table style="width: 100%;"> <tr> <td style="width: 50%;"> Contractor's Signature </td> <td style="width: 50%;"> Chief Operations Officer _____ Title </td> </tr> <tr> <td></td> <td style="text-align: right;">9/17/15 Date</td> </tr> </table>										 Contractor's Signature	Chief Operations Officer _____ Title		9/17/15 Date
 Contractor's Signature	Chief Operations Officer _____ Title												
	9/17/15 Date												
APPROVED BY OWNER <table style="width: 100%;"> <tr> <td style="width: 50%;"> _____ Owner's Signature </td> <td style="width: 50%;"> _____ Title </td> </tr> <tr> <td></td> <td style="text-align: right;">Date</td> </tr> </table>										_____ Owner's Signature	_____ Title		Date
_____ Owner's Signature	_____ Title												
	Date												

RESOLUTION NO. 123-15

A RESOLUTION TO APPROVE TASK ORDER NO. 3 WITH GARVER, LLC IN THE AMOUNT OF \$23,500.00 FOR DESIGN, BIDDING AND CONSTRUCTION OVERSIGHT SERVICES FOR THE AIRPORT AIRFIELD MARKING REHABILITATION PROJECT, TO ACCEPT A 90/10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$179,880.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

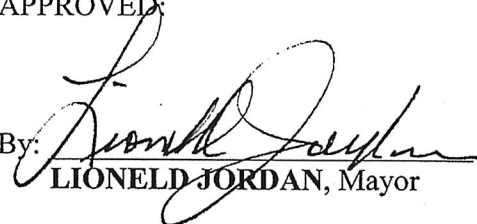
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Task Order No. 3 with Garver, LLC in the amount of \$23,500.00 for design, bidding and construction oversight services for the Airport Airfield Marking Rehabilitation Project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby accepts a 90/10 grant from the Arkansas Department of Aeronautics in the amount of \$179,880.00.

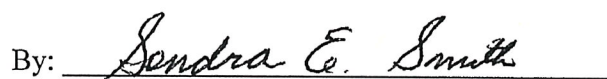
Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and **APPROVED** this 21st day of July, 2015.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk Treasurer



RESOLUTION NO. 142-15

A RESOLUTION TO AWARD BID NO. 15-45 AND AUTHORIZE A CONTRACT WITH HI-LITE AIRFIELD SERVICES, LLC IN THE AMOUNT OF \$88,492.50 FOR THE PAINTING PORTION OF THE AIRFIELD PAVEMENT MARKING REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,425.00

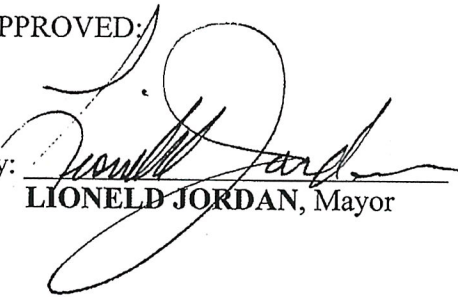
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 15-45 and authorizes a contract with Hi-Lite Airfield Services, LLC in the amount of \$88,492.50 for the painting portion of the Airfield Pavement Marking Rehabilitation Project, and further approves a project contingency in the amount of \$4,425.00.

PASSED and APPROVED this 18th day of August, 2015.

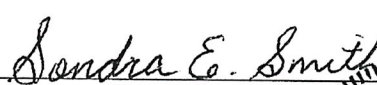
APPROVED:

By:


LIONELD JORDAN, Mayor

ATTEST:

By:


SONDRA E. SMITH, City Clerk/Treasurer





City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 260 of 695

Text File

File Number: 2015-0414

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 14

WASHINGTON COUNTY VIDEO SERVICES CONTRACT:

A RESOLUTION TO APPROVE A ONE YEAR VIDEO SERVICES CONTRACT WITH WASHINGTON COUNTY IN THE AMOUNT OF \$750.00 PER MONTH FOR THE CITY'S MEDIA SERVICES DIVISION TO RECORD, TELECAST, STREAM AND ARCHIVE MEETINGS OF THE WASHINGTON COUNTY QUORUM COURT AND CERTAIN COMMITTEES, AND TO APPROVE A 0.25 FULL TIME EQUIVALENT POSITION INCREASE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a one year video services contract with Washington County in the amount of \$750.00 per month for the City's Media Services Division to record, telecast, stream and archive meetings of the Washington County Quorum Court and certain Quorum Court committees that are identified in the contract.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a 0.25 full-time equivalent position increase, the cost of which will be fully subsidized through the video services contract.

City of Fayetteville Staff Review Form

2015-0414

Legistar File ID

10/6/15

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

Douglas Bankston

9/18/15

Communications & Marketing /
Communications & Marketing Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract between the City and Washington County for the City's Media Services Division to record, telecast, stream and video-on-demand archive the County's Quorum Court meetings and County Services, Public Works, Personnel, Jail/Law Enforcement/Courts and Ordinance Review Committee meetings for the period of one (1) year.

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 #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff
Susan Norton, Director of Communications

FROM: Douglas Bankston, Director of Media Services

DATE: September 18, 2015

SUBJECT: Approval of a contract between the City and Washington County for the City's Media Services Division to record, telecast, stream and video-on-demand archive the County's Quorum Court meetings and County Services, Public Works, Personnel, Jail/Law Enforcement/Courts and Ordinance Review Committee meetings and a .25 FTE increase to cover such meetings.

RECOMMENDATION:

City staff recommends approval of the attached contract and the .25 FTE increase for the City's Media Services Division to record, telecast, stream and make available through video on demand additional Washington County meetings as specified in the contract.

BACKGROUND:

In June 2015, the Washington County Judge's Office contacted the City's Media Services Division to discuss the possibility of recording more of the County's meetings beyond just the Quorum Court. Media Services records the Quorum Court and any Special Quorum Court meetings utilizing the County's video and audio recording system, then telecasts and streams those meetings to the public on the Fayetteville Government Channel and makes those meetings available to the public through video on demand. The County requests that the additional meetings to be recorded include: County Services Committee, Public Works Committee, Personnel Committee, Jail/Law Enforcement/Courts Committee, and Ordinance Review Committee.

DISCUSSION:

Media Services staff analyzed the County's meetings for the entire year 2014 to determine the requirements for fulfilling the County's request. Based on 2014, the County held 91 meetings that would have been recorded. Eighteen (18) of those were canceled due to lack of discussion items. Staff determined that Media Services staff levels, currently at 3.25 FTE, would need to increase by .25 to 3.5 FTE to perform these services for the County. The County will pay the City \$750 per month to subsidize the cost of increasing the .25 FTE to a .5 FTE and its related increase in salary, meaning the increase to .5 FTE will not impact the City's 2016 budget. The .5 FTE does not qualify for benefits. Assistant City Attorney Blake Pennington drafted a contract between the City and the County for this service, with review and input from County Attorney Steve Vega. The City's Telecommunications Board reviewed the proposal and contract and voted to recommend the contract to the City Council. During the September 10, 2015, members of the Quorum Court voted eleven (11) to two (2) with one (1) abstention in favor of contracting

with the City's Media Services Division to record the County's additional meetings. With the .25 staff FTE increase, County meetings will not conflict with City meetings. As stipulated in the contract, City meetings will maintain priority status. The contract term is for one (1) year, renewable on a per-year basis.

BUDGET/STAFF IMPACT:

The increase from .25 to .5 FTE already has been included with the 2016 budget. The County will pay the City \$750 per month to subsidize the cost of increasing the .25 FTE to a .5 FTE and its related increase in salary, meaning the increase to .5 FTE will not impact the City's 2016 budget. The .5 FTE does not qualify for benefits.

ATTACHMENTS:

Staff Review Form

Staff Memo

Video Services Contract

VIDEO SERVICES CONTRACT

THIS CONTRACT is made by and between the City of Fayetteville (“City”) and Washington County (“County”), and the parties agree as follows:

1. **Term.** The term of this contract shall be one year from the last date the contract is executed by the parties below.
2. **Payment.** County agrees to pay City \$750.00 per month for the services described in Section 3 below.
3. **City’s Rights and Responsibilities.**
 - a. City shall make available a qualified staff member for up to forty (40) hours per month for the purpose of recording and telecasting the entirety of all regular and special meetings of the following bodies:
 - i. Quorum Court
 - ii. County Services Committee
 - iii. Public Works Committee
 - iv. Personnel Committee
 - v. Jail/Law Enforcement/Courts Committee
 - vi. Ordinance Review Committee
 - b. City shall provide five (5) copies of each meeting to County on DVD. Additional copies shall be provided upon request at a cost of \$2.00 per disc.
 - c. City shall make recordings of all covered meetings available to the public through City’s video on demand service within twenty-four (24) hours after the meeting has adjourned. Videos will remain archived in the same manner as City meeting recordings. If City changes video on demand services, County’s archived videos will be migrated to the new system at no cost to County.
 - d. City shall telecast all covered meetings on the Fayetteville Government Channel, including live telecast of all regular and special Quorum Court meetings that do not conflict with City meetings that have been previously scheduled to be telecast live.
 - e. City shall provide all equipment necessary to record meetings not held in the Quorum Court chamber. City shall not be required to live telecast any meeting not held in the Quorum Court chamber.
 - f. City shall provide the same level of care for County property as is provided similar City owned property.
 - g. City may, at its own option, record or telecast additional meetings at the request of County.
4. **County’s Rights and Responsibilities.**
 - a. County shall purchase and install a Kramer 104LN 1x4 Composite Video Line Amplifier, Differential Input as a replacement for the existing Tecnec Video

Differential Amplifier within thirty days of the last date of execution of this contract.

- b. County shall make every effort to hold covered meetings in the Quorum Court chamber and understands that video and audio quality will be negatively impacted if meetings are recorded in another room.
 - c. County shall provide the City with access to County's recording and telecast equipment when covered meetings are held in the Quorum Court chamber. If County equipment is damaged because of normal wear and tear or otherwise through no fault of City, County shall be responsible for repairing or replacing the equipment.
 - d. County may request that additional meetings be recorded and telecast by the City but understands that City is under no obligation to cover any meetings not listed above.
5. **Contract Amendments.** Changes, modifications or amendments to the scope, price or fees dictated by this Contract shall not be allowed without a prior formal Contract amendment approved by the Mayor and the City Council of Fayetteville and by the County Judge and the Quorum Court of Washington County **in advance** of the change.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth below.

WASHINGTON COUNTY

CITY OF FAYETTEVILLE

Marilyn Edwards, County Judge

Lioneld Jordan, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Becky Lewallen, County Clerk

Sondra E. Smith, City Clerk-Treasurer



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 26 of 695

Text File

File Number: 2015-0446

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 15

SWEPKO UTILITY RELOCATIONS:

A RESOLUTION TO APPROVE A UTILITY RELOCATION AGREEMENT WITH AEP/SWEPKO FOR UTILITY RELOCATIONS AS PART OF THE OLD WIRE ROAD/HIGHWAY 45 INTERSECTION IMPROVEMENTS PROJECT, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$46,718.86

WHEREAS, the traffic signal and street widening project at the intersection of Old Wire Road and Highway 45 necessitates the relocation of electrical utilities owned by AEP/SWEPKO of Fayetteville, Arkansas, with 80% of the cost covered by federal-aid funding; and

WHEREAS, the City desires to relocate the electrical lines underground rather than remaining overhead, which will cost an additional \$40,357.27; and

WHEREAS, Ordinance No. 5439, which was passed and approved on September 20, 2011, waives the requirement of formal bidding on "all such projects necessitated by any road reconstruction or widening projects with AEP/SWEPKO within Fayetteville."

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 a utility relocation agreement with AEP/SWEPKO for utility relocations as part of the Old Wire Road/Highway 45 Intersection Improvements Project, with the total amount to be paid by the City of Fayetteville not to exceed \$46,718.86.

City of Fayetteville Staff Review Form

2015-0446

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

9/18/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an Agreement with SWEPCO for Utility Relocations on the Old Wire Rd./Hwy 45 Intersection Improvements Project.

Budget Impact:

4520.9555.5809.00

Sales Tax Capital Improvements

Account Number

Fund

06035.2600

Old Wire Road (Mission to 265)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,233,536.00

Funds Obligated \$ 996,495.68

Current Balance \$ 237,040.32

Does item have a cost? Yes

Item Cost \$ 40,357.27

Budget Adjustment Attached? NA

Budget Adjustment

#

Remaining Budget \$ 196,683.05

V20140710

Previous Ordinance or Resolution # 31-10

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 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: September 18, 2015

SUBJECT: **Agreement with SWEPCO for Utility Relocations on the Old Wire Rd./Hwy 45 Intersection Improvements Project.**

RECOMMENDATION:

Staff recommends approval of an agreement with SWEPCO for utility relocations on Highway 45 and Old Wire Road as part of the traffic signal and street widening project at this intersection. This agreement will be paid **from AHTD to SWEPCO** with federal aid funds (80%) and City matching funds (20%). The City's portion of this agreement (\$6,361.59) will be paid to the AHTD after the roadway construction bids are received by AHTD.

Staff also recommends authorizing a payment **from the City to SWEPCO** in the amount of \$40,357.27 for the additional cost of relocating the electric lines underground instead of remaining overhead for this project. This payment will be made prior to SWEPCO beginning work on their relocations.

BACKGROUND:

City Council passed Resolution No. 31-10 on February 16, 2010, approving an Agreement of Understanding with the Arkansas Highway and Transportation Department (AHTD) to design and construct the signal and intersection improvements. The resolution also authorized the Mayor to sign any agreements necessary to further the project.

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. The original agreement was for a federal aid funding amount of \$350,000. The agreement has been amended since then to add an additional \$850,000 through the Surface Transportation Program-Attributable Funds (STP-A) for a total of \$1.2 million of federal funding.

DISCUSSION:

The AHTD has presented the City with contracts for relocation of utilities, based on their Utility Accommodation Policy. Their policy provides for reimbursement to utility companies when they are located within private easements, outside of the highway right of way. Any facilities within the right of way must be relocated at the utility's expense. With this particular contract,

approximately 27% of the relocations are outside of the right of way; therefore the reimbursement percentage is 26.67%. This reimbursable amount is estimated to be \$31,807.96, of which the City will pay 20% or \$6,361.59.

The City of Fayetteville Transportation Committee recommended that staff pursue underground relocations of the overhead electric and the communications lines. In order to facilitate the underground relocations, conduit was included in the City's water and sewer location project to accommodate both SWEPCO and Cox Communications. In addition to the conduit installation there are costs to be incurred by SWEPCO to transfer this portion of their system from overhead to underground. SWEPCO has estimated the additional costs for the underground installation to be \$40,357.27.

BUDGET/STAFF IMPACT:

As noted above, federal aid funding is providing 80% of the funding for this work; therefore, the City's share in the \$31,807.96 reimbursable amount is \$6,361.59. The reimbursable amount of the contract will be paid to SWEPCO by the AHTD, and the City will pay our share to the AHTD at the time of construction bids for the highway work. Payment for this work is included in the matching requirement for the project. Therefore, no funds should be encumbered at this time for the Utility Relocation Agreement. However, the \$40,357.27 payment to SWEPCO for the underground installation will be paid by the City from the Transportation Bond Fund.

Attachments:

SWEPCO Agreement
SWEPCO Cost Estimate
Resolution 31-10
AHTD STIP Amendment (Federal Aid Funding Approval)

CITY-UTILITY RELOCATION AGREEMENT
Between
City of Fayetteville
And
American Electric Power (SWEPCO)

Project No. 040642 Location Hwy. 45/Old Wire Rd. Signal
FAP STP-9142(32) & Inters. Impvts. (Fayetteville) (S)

THIS AGREEMENT, made and entered into _____ day of _____, 20_____, by and between the ***City of Fayetteville, Arkansas***, acting by and through its duly authorized officials, hereinafter referred to as the "City", and the ***American Electric Power (SWEPCO)*** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner".

The City proposes to make Street improvements as specified under the above referenced job number, and the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The City has requested the use of Federal Funds that requires the Arkansas State Highway and Transportation Department to assist the City by providing technical assistance for cost estimate and plan approval, for making the contractual arrangements between City and Owner, and for processing payment for reimbursement.

This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

DESCRIPTION OF WORK: See Exhibit A on Page 4

The required adjustment is 26.67% eligible for reimbursement for the **lump sum** which is estimated to be \$119,264.94 of which \$31,807.96 is to be paid by the City and \$87,456.98 is to be borne by Owner.

(1) FHWA PORTION 80.00% (2) CITY PORTION 20.00%

Owner will not commence work until authorized by the City/Department and will then endeavor to begin within 84 calendar days and complete within 90 calendar days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

(1) Expenses incurred under an actual cost agreement may be billed to the City/Department monthly in increments of \$5,000.00 or more.

(2) Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

(3) Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, Owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices as amended and supplemented.

To the extent applicable to this agreement, the Owner shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410). The Owner is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet Buy America requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

Owner shall save the City/Department, its officers and employees harmless in all circumstances.

Notwithstanding anything hereinbefore written, neither the Owner nor the City by execution of this agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

**American Electric Power
(SWEPCO)**

City of Fayetteville

Richard J. Hyman

Name

Name

Manager Distribution System

Title

Title

EXHIBIT A

American Electric Power (SWEPCO) will clear street construction by removing fifteen (15) poles complete with attachments; Restore service by installing approximately 2,687 LF of underground power. Of the existing fifteen (15) poles four (4) are located on private easement; therefore the reimbursement factor is $4/15 = 26.67\%$.

Betterment credit has been applied for the difference in cost between the in-kind aerial relocation and the underground option as elected by the city.
 $\$159,622.61 - \$119,264.94 = \$40,357.27$.

Owner will perform this work with a combination of company and contract forces.

Summary of Cost

Construction Cost	\$	144,016.07
Removal Cost	\$	12,285.17
Maintenance Cost	\$	5,065.11
Salvage Credit	\$	(1,744.14)
Betterment Credit	\$	(40,357.27)
TOTAL COST	\$	119,264.94

Reimbursable Cost $\$119,264.94 \times 26.67\% = \$31,807.96$.

SWEP SUMMARY OF RELOCATION COST 7/25/2015 ESTIMATE FOR Mission & Old Wire Road Intersection FAYETTEVILLE, ARKANSAS JOB #040642
--

		OVERHEAD RELOCATION TOTAL	UNDERGROUND RELOCATION
INVESTMENT COST (MATERIAL AND LABOR)		\$102,172.30	INVESTMENT COST (MATERIAL AND LABOR) \$144,016.07
INCLUDED RIGHT OF WAY CLEARING	\$7,500.00		INCLUDED RIGHT OF WAY CLEARING \$2,000.00
INCLUDED EASEMENTS	\$3,000.00		INCLUDED VAULT \$10,000.00
INCLUDED EXCAVATION	\$4,000.00		INCLUDED EXCAVATION \$6,000.00
			INCLUDED CRANE \$2,000.00
REMOVAL COST (LABOR ONLY)		\$13,051.67	REMOVAL COST (LABOR ONLY) \$12,285.17
MAINTENANCE COST (MATERIAL AND LABOR)		\$5,765.11	MAINTENANCE COST (MATERIAL AND LABOR) \$5,065.11
LESS SALVAGE MATERIAL		\$1,744.14	LESS SALVAGE MATERIAL \$1,744.14
LESS BETTERMENTS			LESS BETTERMENTS
NET CONSTRUCTION COST		\$119,264.94	NET CONSTRUCTION COST \$159,622.21
NUMBER OF EXISTING POLE IN CONFLICT WITH PROJECT	15		
NUMBER OF EXISTING POLES IN CONFLICT THAT ARE REIMBURSABLE	4		
REIMBURSEMENT RATIO	4/15 = 0.2667	26.67%	
TOTAL AMOUNT ELIGIBLE FOR RELOCATION		\$ 31,807.96	
SWEP'S OVERHEAD COST	\$119,264.94		
SWEP'S UNDERGROUND COST	\$159,622.21		
COST DIFFERENCE	\$40,357.27		
CITY OF FAYETTEVILLE TO PAY ADDITIONAL	\$40,357.27		

RESOLUTION NO. 31-10

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID MONIES FOR A TRAFFIC SIGNAL AT THE INTERSECTION OF OLD WIRE ROAD AND STATE HIGHWAY 45

WHEREAS, the City of Fayetteville understands Federal-Aid Surface Transportation funds are available for state roadway projects at the following federal participating ratios:

Type Work	Work Phase	Federal Share	State Share	City Match
Traffic Signals/Intersection Improvements State Highway 45 & Old Wire Road	Construction & Engineering	80%	10%	10%
	Right-of-way & Utilities	0%	0%	100%
Projects programmed but not let to contract	All Phases	0%	0%	100%

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

Section 1. That the City of Fayetteville will participate in accordance with its designated responsibility in this project, which includes providing electrical service and maintenance of the traffic signal and associated control equipment.

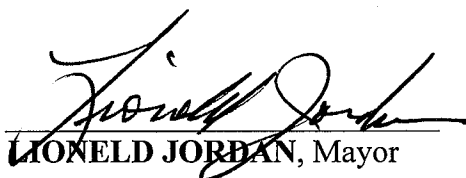
Section 2. That the Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

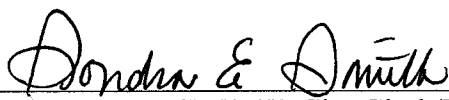
Section 3. That the City of Fayetteville pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action and construct this project.

PASSED and **APPROVED** this 16th day of February, 2010.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



**City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts**

Tentative Agenda
Page 276 of 695

February 16, 2010
City Council Meeting Date

<u>Chris Brown</u> Submitted By	<u>Engineering</u> Division	<u>Development Services</u> Department
------------------------------------	--------------------------------	---

Action Required:

Resolution Expressing the Willingness of the City to Utilize Federal-Aid Monies for a Traffic Signal at Old Wire Road and Highway 45.

\$ <u>13,000.00</u> Cost of this request	\$ <u>300,000.00</u> Category / Project Budget	Old Wire Road-Mission to Crossover Program Category / Project Name
<u>4470.9470.5809.00</u> Account Number	\$ <u>-</u> Funds Used to Date	Street Improvements Program / Project Category Name
<u>10011</u> Project Number	\$ <u>300,000.00</u> Remaining Balance	Sales Tax Capital Improvement Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

William C. Pate
Department Director 01-28-2010
Date

Previous Ordinance or Resolution # _____

Chris Kelly
City Attorney 2-1-10
Date

Original Contract Date: _____

Paula A. Beehn
Finance and Internal Service Director 2-1-2010
Date

Original Contract Number: _____

Don Man
Chief of Staff 2-1-10
Date

Received in City Clerk's Office


Freddie Jordan
Mayor 2/2/10
Date

Received in Mayor's Office


Comments:

CITY COUNCIL AGENDA MEMO

Council Meeting of February 16, 2010

To: Mayor and City Council

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

From: Chris Brown, City Engineer *CB*

Date: January 27, 2010

Subject: A Resolution Expressing the Willingness of the City to Utilize Federal-Aid Monies for a Traffic Signal at Old Wire Road and Highway 45.

PROPOSAL:

City staff made a request for a traffic operations study at the Old Wire Road/Highway 45 intersection to the Arkansas Highway and Transportation Department (AHTD). AHTD conducted the study and determined that the intersection meets the warrants for installation of a signal. Further, the signal installation is eligible for Federal (80%) and State (10%) funding. The City's portion is 10% of the estimated \$130,000 cost. A resolution from the City expressing willingness to utilize this funding and to provide the City's share of the cost is needed before AHTD will begin design on the project.

Funding for the project through AHTD is available immediately; the project can proceed to construction as soon as the design is completed and any necessary right of way is acquired. Construction could begin as early as 2011 if AHTD prepares the design, or sooner if prepared by the City. In addition to the signal, some realignment of the intersection may be needed. If this resolution is approved, staff will work with AHTD to coordinate design and construction of the realignment with the signal installation.

RECOMMENDATION:

Staff recommends Council approval of the resolution. In addition, the Street Committee discussed this opportunity at their January 26th, 2010 meeting, and voted to recommend approval to the full City Council.

BUDGET IMPACT:

Funding for improvements to Old Wire Road, from Mission to Crossover, is included in the 2010 Capital Improvement Program. Funding available is \$300,000; estimated funding for the City's portion of the signal is \$13,000. Funding for the realignment may be eligible for federal funding if it is determined that realignment is necessary for proper signal operation.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE
CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID
MONIES FOR A TRAFFIC SIGNAL AT THE INTERSECTION
OF OLD WIRE ROAD AND STATE HIGHWAY 45

WHEREAS, the City of Fayetteville understands Federal-Aid Surface Transportation funds are available for state roadway projects at the following federal participating ratios:

Type Work	Work Phase	Federal Share	State Share	City Match
Traffic Signals/Intersection Improvements State Highway 45 & Old Wire Road	Construction & Engineering	80%	10%	10%
	Right-of-way & Utilities	0%	0%	100%
Projects programmed but not let to contract	All Phases	0%	0%	100%

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

Section 1. That the City of Fayetteville will participate in accordance with its designated responsibility in this project, which includes providing electrical service and maintenance of the traffic signal and associated control equipment.

Section 2. That the Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

Section 3. That the City of Fayetteville pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action and construct this project.

PASSED and APPROVED this 16th day of February, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

RECEIVED
AUG 05 2009
ENGINEERING DIV.

Dan Flowers
Director
Phone (501) 569-2000 Fax (501) 569-2400



P.O. Box 2261
Little Rock, Arkansas 72203-2261
WWW.ARKANSASHIGHWAYS.COM

August 5, 2009

Chris Brown, P.E.
City Engineer
125 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Brown:

Reference is made to your request for a traffic operations study to be conducted at the intersection of Highway 45 and Old Wire Road in Fayetteville.

A study has been completed which included a 24-hour turning movement count, a review of accident history and an on-site investigation. The results of the study indicate that a traffic signal for this intersection is warranted as outlined in the Manual on Uniform Traffic Control Devices.

A project to signalize this intersection is eligible for 80% Federal-aid, 10% State and 10% City funding for construction and engineering costs. The City will be responsible for 100% of the cost of any additional right of way acquisition or utility adjustments as required. The construction and engineering cost estimate for this project is \$130,000.

A copy of a sample Resolution is enclosed for the City to pass should you desire to pursue this project. After the Resolution is passed and signed, please return the Resolution to the Department and a project will be programmed.

If the City decides to proceed with this traffic signal project by utilizing City funding, we will issue a Permit to the City to make the improvements using 100% City funds.

Sincerely,

For Frank Vozel
Deputy Director and
Chief Engineer

Enclosure

c: Director
Assistant Chief Engineer – Operations
Maintenance
District 4

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS
OF THE CITY OF FAYETTEVILLE
TO UTILIZE FEDERAL-AID MONIES
FOR THE FOLLOWING CITY PROJECT:**

Traffic Signal Installation:
Hwy. 45 & Old Wire Rd.

WHEREAS, The City of Fayetteville understands Federal-Aid Surface Transportation funds are available for State roadway projects at the following Federal participating ratios:

<u>Type Work</u>	<u>Work Phase</u>	<u>Federal Share</u>	<u>State Share</u>	<u>City Match</u>
Traffic Signals/ Intersection Improvements State Highway System & City Street: Hwy 45 and Old Wire Rd.	Construction & Engineering	80%	10%	10%
	Right-of-Way & Utilities	0%	0%	100%
Projects programmed but not let to contract	All Phases	0%	0%	100%

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

SECTION I: The CITY will participate in accordance with its designated responsibility in this project, which includes providing electrical service and maintenance of the traffic signal and associated control equipment.

SECTION II: The CITY is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this CITY project.

SECTION III: The CITY pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to construct this project.

THIS RESOLUTION adopted this _____ day of _____, 20____.

MAYOR: _____

ATTEST: _____

ARKANSAS STATE HIGHWAY COMMISSION

JOHN ED REGENOLD
CHAIRMAN
ARMOREL

DICK TRAMMEL
VICE CHAIRMAN
ROGERS

THOMAS B. SCHUECK
LITTLE ROCK



RECEIVED

JUL 17 2014

P.O. Box 2261

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

LITTLE ROCK, ARKANSAS 72203-2261

PHONE (501) 569-2000 • VOICE/TTY 711 • FAX (501) 569-2400

WWW.ARKANSASHIGHWAYS.COM • WWW.IDRIVEARKANSAS.COM

ROBERT S. MOORE, JR.
ARKANSAS CITY

FRANK D. SCOTT, JR.
LITTLE ROCK

SCOTT E. BENNETT, P.E.
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

July 14, 2014

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Job 040642
F.A.P. STP-9142(32)
Hwy. 45/Old Wire Rd. Signal & Inters.
Impvts. (Fayetteville) (S)
Washington County

Dear Mayor Jordan:

Reference is made to the City's request to use Federal-aid Surface Transportation Program Attributable funds for right-of-way acquisition and utility relocation on the referenced project. This request is acceptable to the Department.

This letter, when signed by you and returned to the Department, will constitute a Supplement to the Resolution executed on February 16, 2010. Once approved by you, Federal-aid funds will be available for right-of-way and utility activities. We look forward to working with the City to complete this project. If you have any further questions, please contact Carlos Meredith at (501) 569-2261.

Sincerely,

A handwritten signature in cursive script that reads "Scott E. Bennett".

Scott E. Bennett, P.E.
Director of Highways
and Transportation

APPROVED:

Lioneld Jordan
Mayor of Fayetteville

c: Deputy Director and Chief Engineer
Assistant Chief Engineer-Planning
Programs and Contracts
Right of Way
Transportation Planning and Policy
District 4
Job 040642 'C' File
NWA Regional Planning Commission

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) 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.							Requisition No.: Date: 9/18/2015		
							P.O Number:		
Vendor #: 11380		Vendor Name: SWEPCO					Mail ☒ YES ☐ NO		
Address: PO Box 1328					FOB Point:		Taxable ☐ YES ☒ NO		
City: Fayetteville			State: AR		Zip Code: 72702	Ship to code:	Quotes Attached ☐ YES ☐ NO		
Requester: Matt Casey					Requester's Employee #: 2119		Extension: 444-3429		
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Utility Relocations for Old Wire Rd. and Mission intersection	1		40,357.27	\$40,357.27	4520.9555.5809.00	06035.2600		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:							Subtotal: \$40,357.27 Tax: \$0.00 Total: \$40,357.27		
Approvals:									
Mayor: _____			Department Director: _____			Purchasing Manager: _____			
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 23 of 695

Text File

File Number: 2015-0330

Agenda Date: 10/6/2015

Version: 1

Status: Tabled

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 1

ADM 15-5093 (UDC CHAPTERS 161, 164 AND 172 - SINGLE FAMILY AND TWO FAMILY INFILL)

AN ORDINANCE AMENDING TITLE XV UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE TO AMEND CHAPTERS 161, 164 AND 172 TO MODIFY THE BULK AND AREA REGULATIONS TO ENCOURAGE SMALL LOT SINGLE FAMILY AND TWO FAMILY INFILL IN MULTI-FAMILY ZONING DISTRICTS AND TO INCLUDE MINIMUM DESIGN STANDARDS FOR THIS TYPE OF DEVELOPMENT

WHEREAS, the City of Fayetteville recognizes that the opportunity to provide appropriate neighborhood density through small lot development supports City Plan 2030 goals of prioritizing infill development and discouraging suburban sprawl; and

WHEREAS, small lot development with reduced lot sizes and building setbacks may encourage the creation of housing that may be financially attainable to a large segment of the Fayetteville community; and

WHEREAS, the City of Fayetteville recognizes that small lot developments are appropriate in many areas of the city zoned for high-density, multi-family housing; and

WHEREAS, the overall residential density of single-family and two-family developments in multi-family zoning districts will better match the underlying permitted density by reducing the lot size requirements for residential development; and

WHEREAS, design standards for narrow lot development shall be utilized to maximize visual transparency between homes and the street to increase “eyes on the street” and promote safe urban environments.

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

Section 1. That the City Council of Fayetteville, Arkansas repeals and replaces Chapter 161: Zoning Regulations with Exhibit “A” attached hereto and made a part hereof.

Section 2. That the City Council of Fayetteville, Arkansas hereby amends Chapter 164: Supplementary Zoning Regulations by inserting Section 164.23 Single-Family Infill Standards as shown on Exhibit “B” attached hereto and made a part hereof.

Section 3. That the City Council of Fayetteville, Arkansas hereby amends Chapter 172: Parking and Loading by repealing 172.11(G)(2) *Driveways Beyond the Property Line* and replacing it with the following language:

§172.11(G)(2). *Driveways Beyond the Property Line.* Driveways shall be paved from the property line and/or master street plan right-of-way with asphalt, concrete, brick or stone pavers, or other solid surface and shall extend 18 feet (length) into the property. To prevent vehicles from parking over the public sidewalk, garages and carports shall be positioned to provide at least 18 feet between the sidewalk or Master Street Plan right-of-way line and the garage or carport.

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 16, 2015

TO: Mayor and City Council

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

FROM: Jesse Fulcher, Senior Planner

DATE: ~~July 15, 2015~~ Updated September 24, 2015

SUBJECT: **ADM 15-5093: Administrative Item (UDC Chapters 161, 164 and 172 - SINGLE FAMILY AND TWO FAMILY INFILL/RSF-18 ZONING DISTRICT):** Submitted by CITY PLANNING STAFF for revisions to Chapters 161, 164 and 172 to modify existing bulk and area regulations to encourage small-lot, single family and two family infill in multi-family zoning districts, to permit zero lot-line development patterns in certain zoning districts, to create the RSF-18 zoning district and to include minimum design standards for this type of development.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to amend Chapters 161, 164 and 172.

BACKGROUND:

The Unified Development Code provides several single-family zoning districts with varying lot size requirements. In particular, new zoning districts such as Neighborhood Conservation, Neighborhood Services and RSF-8 have increased options for developing smaller homes and smaller lots in appropriate locations. Flexibility in mixed-use and commercial development has also been provided with the adoption of form-based districts such as Community Services and Urban Thoroughfare.

However, the bulk and area standards for multi-family zoning districts have remained unchanged for several decades. In staff's opinion, some of the zoning standards for multi-family zoning are outdated and are a barrier to the development of smaller, higher density single-family and two-family homes, in particular. As an example, the RMF-40 zoning district allows apartments at a density of 40 units per acre. Single-family homes, however, are limited to only 7 units per acre due to the lot size and frontage (bulk and area) requirements, which is less dense than the RSF-8 and Neighborhood Conservation zoning districts, which only allow single-family development.

Over the last several years staff has seen a desire in the marketplace to build new, smaller single-family and two-family dwellings within multi-family zoning districts rather than a larger multi-family building with associated parking lot. Unfortunately, this rarely occurs without additional action by a City board or the City Council. In most cases the applicants have to rezone the property, or request zoning variances. These processes can take several months to complete, if they are

successful. Needless to say, the current zoning requirements don't support the development of single-family or two-family homes on small, infill lots.

To address new market demands, and in response to feedback from the City Council, Planning staff has developed the RSF-18, Residential Single-family, 18 units per acre zoning district. The RSF-18 district only allows single-family homes, so the resulting development pattern is understood up front. A high-density, single-family zoning district provides a valuable option between low-density detached housing and multi-family zoning districts that permit a wide range of housing options. The setbacks for the RSF-18 district have been developed to allow either zero lot-line development or more conventional 5-foot side setbacks (exhibit attached). In addition, the rear setback has been reduced to allow detached garages along rear access drives. To address maintenance along zero lot-lines, the code requires a maintenance agreement between property owners. A zero lot-line may not be utilized unless the neighboring property signs the agreement.

In addition to perceived market demands, staff believes that the development of smaller single-family and two-family homes in a denser format is an appropriate land use that provides a piece of the "missing middle" housing type and supports many City Plan 2030 goals, as follows:

Goal 1. We will make appropriate infill and revitalization our highest priorities.

Goal 2. We will discourage suburban sprawl.

- Reducing the lot size requirements for single-family and two-family homes, as well as other residential land uses, provides an opportunity to support infill development in areas that are already zoned for dense development.
- Infill development can reduce the pressures to extend new public infrastructure to support new housing at the edge of the City.
- Infill development allows existing public infrastructure to be utilized more efficiently.
- Fees from infill development can be directed back towards existing infrastructure versus future costs for new infrastructure.

Goal 3. We will make traditional town form the standard.

- Denser housing and infill lead to complete, compact and connected neighborhoods, a trademark of traditional neighborhood development.

Goal 4. We will grow a livable transportation network.

- A greater variety of housing types and smaller lot sizes with buildings fronting the street can contribute to a better pedestrian experience and make neighborhoods more walkable, cyclist-friendly and reduce vehicle speeds.

Goal 6. We will create opportunities for attainable housing.

- A variety of housing types promotes mixed-income neighborhoods where residents can age in place.
- Allowing more housing within the core of the City provides opportunities for residents to live within short distances of schools and services, thereby reducing transportation costs.
- Denser housing can also lead to lower price points for buyers and renters.

DISCUSSION:

This item was discussed and tabled at the June 22, 2015 Planning Commission meeting. After that meeting staff and the Planning Commission continued to evaluate infill development patterns and made additional changes to the bulk and area regulations to ensure more flexibility for development of two-family dwellings in appropriate infill locations. On July 13, 2015 the Planning

Commission forwarded this item to the City Council with a recommendation of approval with a vote of 7-0-0.

The City Council discussed this item on August 4, 2015 and tabled it until October 16, 2015.

UPDATED ITEMS:

Updated items included in this proposal since the August 04 City Council meeting include the addition of a new medium-high density single family district (RSF-18) with a flexible development pattern, and the provision for zero lot line development (townhouse development) for both attached and detached homes in certain single family and multi-family zoning districts. Staff also reviewed the ability to decrease the lot width or area for Neighborhood Conservation as requested, but doing so would require increasing the density in this zoning district. Because NC is already adopted in many places throughout the city, and some places where an increase in density may not be desirable, we opted to create a new district instead.

BUDGET/STAFF IMPACT:

None

Attachments:

- Draft Ordinance
- Exhibit A: Chapter 161 (Zoning Regulations)
- Exhibit B: Chapter 161.10 (RSF-18)
- Exhibit C: Chapter 164.11 (Height or Setback Regulations)
- Exhibit D: Chapter 164.23 (Single-family Infill Standards)
- July 13, 2015 Planning Commission Staff Report
- Maintenance Agreement Example

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE XV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTERS 161, 164 AND 172 TO MODIFY EXISTING BULK AND AREA REGULATIONS TO ENCOURAGE SMALL-LOT, SINGLE FAMILY AND TWO FAMILY INFILL IN MULTI-FAMILY ZONING DISTRICTS; TO PERMIT ZERO LOT-LINE DEVELOPMENT IN CERTAIN ZONING DISTRICTS; TO CREATE THE RSF-18 ZONING DISTRICT; AND TO INCLUDE MINIMUM DESIGN STANDARDS FOR THIS TYPE OF DEVELOPMENT.

WHEREAS, the City of Fayetteville recognizes that the opportunity to provide appropriate neighborhood density through small lot development supports City Plan 2030 goals of prioritizing infill development and discouraging suburban sprawl; and

WHEREAS, small lot development with reduced lot sizes and building setbacks may encourage the creation of housing that may be financially attainable to a large segment of the Fayetteville community; and

WHEREAS, the City of Fayetteville recognizes that small lot developments are appropriate in many areas of the city zoned for high-density, multi-family housing; and

WHEREAS, the overall residential density of single-family and two-family developments in multi-family zoning districts will better match the underlying permitted density by reducing the lot size requirements for residential development; and

WHEREAS, design standards for narrow lot development shall be utilized to maximize visual transparency between homes and the street to increase “eyes on the street” and promote safe urban environments.

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

Section 1: That the City Council of Fayetteville, Arkansas hereby repeals the existing §161.10 RT-12, §161.11 RMF-6, §161.12 RMF-12, §161.13 RMF-18, §161.14 RMF-24, and §161.15 RMF-40 and replaces these sections with the attached Exhibit “A”, renumbering the subsequent sections accordingly.

Section 2: That the City Council of Fayetteville, Arkansas adopts a new *§161.10 District RSF-18, Residential Single Family - 18 units per acre*, as shown in Exhibit “B”.

Section 3: That the City Council of Fayetteville, Arkansas hereby repeals *§164.11 Height or Setback Regulations; Exceptions and Home Protection Requirements* and replaces it with the attached Exhibit “C.”

Section 4: That the City Council of Fayetteville, Arkansas hereby amends *§164: Supplementary Zoning Regulations* by adopting *§164.23 Single-Family Infill Standards* as shown on the attached Exhibit “D.”

Section 5: That the City Council of Fayetteville, Arkansas hereby repeals *§172.11(G)(2) Driveways Beyond the Property Line* and replaces it with the following language:

§172.11(G)(2). Driveways Beyond the Property Line. Driveways shall be paved from the property line and/or master street plan right-of-way with asphalt, concrete, brick or stone pavers, or other solid surface and shall extend 18 feet (length) into the property. To prevent vehicles from parking over the public sidewalk, garages and carports shall be positioned to provide at least 18 feet between the sidewalk or Master Street Plan right-of-way line and the garage or carport.

PASSED and **APPROVED** this day of , 2015.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CHAPTER 161: ZONING REGULATIONS

161.11 District RT-12, Residential Two And Three Family

(A) *Purpose.* The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(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 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12
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(D) *Bulk and area regulations.*

	Single-family	Two-family	Three-family
Lot width minimum	50 ft.	50 ft.	90 ft.
Lot area minimum	5,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.

(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two Family	Rear Other Uses	Rear Single Family
A build-to	8 ft.	5 ft.	20 ft.	5 ft.

zone that is located between the front property line and a line 25 feet from the front property line.				
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(F) *Building height regulations.*

Building height maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13; Ord. 5664, 2-18-14)

Cross reference(s)--Variance, Ch. 156.

161.12 District RMF-6, Residential Multi-Family – Six Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

EXHIBIT "A"

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) Density.

Units per acre	6 or less
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(D) Bulk and area regulations.

(1) Lot width minimum.

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	50 ft.
Two-family	50 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) Lot area minimum.

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse:	
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(E) Setback requirements.

Front	Side Other Uses	Side Single & Two Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property	8 ft.	5 ft.	20 ft.	5 ft.

line.				
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Cross reference(s)--Variances, Ch. 156.

(F) Building height regulations.

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) **Building area.** The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) **Minimum buildable street frontage.** 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13; Ord. 5664, 2-18-14)

161.13 District RMF-12, Residential Multi-Family – Twelve Units Per Acre

(A) **Purpose.** The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business

EXHIBIT "A"

Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single family	45 ft.
Two-family	45 ft.
Three and more	80 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse: Individual lot	2,500 sq. ft.
Single-family	4,500 sq. ft.
Two-family	6,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
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(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	5 ft.	20 ft.	5 ft.

Cross reference(s)--Variances, Ch. 156

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.14 District RMF-18, Residential Multi-Family – Eighteen Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	18 or less
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EXHIBIT "A"

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	40 ft.
Two-family	40 ft.
Three and more	75 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse: Individual lot	2,500 sq. ft.
Single-family	4,000 sq. ft.
Two-family	5,000 sq. ft.
Three or more	7,500 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured Home	3,000 sq. ft.
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(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	5 ft.	20 ft.	5 ft.

Cross reference(s) --Variances, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back

greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.15 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a	50 ft.

EXHIBIT "A"

Manufactured home park	
Single-family	35 ft.
Two-family	35 ft.
Three or more	70 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
Individual lot	2,000 sq. ft.
Single-family	3,000 sq. ft.
Two-family	4,000 sq. ft.
Three or more	7,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
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(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	5 ft.	20 ft.	5 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45/60ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of

an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5079, 11-20-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5495, 4-17-12; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.16 District RMF-40, Residential Multi-Family – Forty Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	40 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	30 ft.
Two-family	30 ft.

EXHIBIT "A"

Three or more	70 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses: Individual lot	2,000 sq. ft.
Single-family	2,500 sq. ft.
Two-family	3,000 sq. ft.
Three or more	7,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home park	3,000 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	5 ft.	20 ft.	5 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45/60 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional

distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

CHAPTER 161: ZONING REGULATIONS

161.10 District RSF-18, Residential Single-Family – Eighteen Units Per Acre

(A) *Purpose.* The RSF-18 Single-family Residential District is designed to promote and encourage the efficient development of single-family detached residences in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	18 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	30 ft.
Two-family	30 ft.

(2) *Lot area minimum.*

Townhouses:	
Individual lot	1,250 sq. ft.
Single-family	2,500 sq. ft.
Two-family	2,500 sq. ft.

(E) *Setback requirements.*

Front	Side	Side-Zero Lot Line*	Rear
A build-to zone that is located between the front property line and a	5 ft. on both sides	A setback of less than 5 ft. (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side	5 ft.

line 25 ft. from the front property line.		setback(s) shall be 10 feet.	
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* A zero lot line is an alternative to the 5 foot building setback. Applicants should consult the International Building Code when locating a structure in close proximity to property lines and/or adjacent structures.

** At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of a maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.

(F) *Building height regulations.*

Building Height Maximum	35 ft.
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(G) *Building area.* The area occupied by all buildings shall not exceed 60% of the total lot area.

(H) *Minimum buildable street frontage.* 50% of the lot width for two-family dwellings.

CHAPTER 164: SUPPLEMENTARY ZONING REGULATIONS**164.11 Height or Setback Regulations; Exceptions and Home Protection Requirements**

(A) *Side Setbacks-Detached Single-family Units.* In RT-12 and all multi-family zoning districts that permit detached single-family units, side setbacks may be varied to permit zero lot line development patterns, subject to all applicable building and fire codes and the following standards.

- (1) The zero lot line allowance only applies to detached single-family homes.
- (2) The side setback opposite of the zero lot line shall be at least 10 feet.
- (3) At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.

(B) *Side Setbacks-Attached Townhouse Units.* In zoning districts that permit two, three or other multi-family residential uses, side setbacks may be varied to permit common walls between single family attached / townhouse dwellings, subject to all applicable building and fire codes and the following standards:

- (1) The total number of dwelling units on the lot, prior to being subdivided into single family attached / townhouse lots, shall conform to the minimum bulk and area requirements of the underlying zoning district.
- (2) The townhouse development shall conform to the zoning district density, exterior setback requirements, height regulations and all other applicable city ordinances.
- (3) There shall be a minimum lot width of 18 feet for each dwelling unit.
- (4) There shall be no minimum lot area requirement unless otherwise specified by the underlying zoning district.

(C) *Home Protection Requirements.* Regardless of any other setback or build-to zone regulations, new multifamily, commercial, office, parking deck, or mixed use construction exceeding twenty-four (24) feet in height which adjoins or abuts a single family home being used primarily as a single family residence within the Downtown General or Main Street Center Zoning Districts must at a minimum be set back from the side or rear adjoining property line at least fifteen (15) feet. The maximum height of the new building from the fifteen foot setback shall be thirty-six (36) feet for an additional fifteen (15) foot stepback from the residence's property line. These setback and stepback requirements are minimums so that, if larger setbacks or stepbacks are required by other zoning laws, the larger setback/stepbacks are controlling.

(D) The height limitations contained in the Zoning Regulation, Chapter 161, do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

(Code 1965, App. A., Art. 8(6); Ord. No 1747, 6-29-70; Ord. No. 2555, 8-21-79; Code 1991, §160.113; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 5225, 3-3-09; Ord. 5327, 6-1-10; Ord. 5636, 12-03-13)

164.23 Single-family Infill Standards

The upper floor(s) shall also have windows facing the street.

(A) *Purpose.* The purpose of the standards is to maintain visibility and security of the primary residence to and from the streetscape, provide pedestrian safety, and reduce opportunities for criminal activities.

(B) *Applicability.* The following standards apply to new detached single-family homes on lots with less than 70 feet of street frontage.

(1) Lots with 46 feet - 69 feet of street frontage.

(a) Each home shall have a clearly defined front door and windows on the ground floor façade facing the street. This is only required on one side of the home where there is more than one street frontage.

(b) Garage openings that are on the same side of the home as the front door shall be recessed at least 5 feet behind the principal façade.

(c) A garage does not have to be recessed behind the principal façade if the garage opening is located on a different side of the home than the front door.

(2) Lots with less than 46 feet of street frontage.

(a) Each home shall have a clearly defined front door and windows on the ground floor façade facing the street. This is only required on one side of the home where there is more than one street frontage.

(b) Garage openings that are on the same side of the home as the front door shall be recessed at least 5 feet behind the principal façade. Where a garage cannot be located at least 5 feet behind the principal façade, due to unique site characteristics, at least two of the following standards shall be implemented.

(i) The garage opening shall be less than 50 percent of the principal façade length.

(ii) The front door shall be even with or extend forward of the garage opening.

(iii) For multi-story homes, the principal façade, a balcony, deck, or similar feature shall project at least 12 inches beyond the garage opening.

164.24-164.99 Reserved

CHAPTER 161: ZONING REGULATIONS

161.10 District RT-12, Residential Two And Three Family

(A) *Purpose.* The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(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 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12
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(D) *Bulk and area regulations.*

	Single-family	Two-family	Three-family
Lot width minimum	50 60 ft.	50 70 ft.	90 ft.
Lot area minimum	5,000 6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land area per dwelling unit	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

(E) *Setback requirements.*

Front	Side	Other	Side	Rear
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	Uses	Single & Two Family	
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	5 ft.	20 ft.

(F) *Building height regulations.*

Building height maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13; Ord. 5664, 2-18-14)

Cross reference(s)--Variance, Ch. 156.

161.11 District RMF-6, Residential Multi-Family – Six Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings

Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	6 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft. 50 ft.
Two-family	60 ft. 50 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse: •Development •Individual lot	10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartment:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Other	Side	Rear
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	Uses	Single & Two Family	
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	5 ft.	25 ft. 20 ft.

Cross reference(s)--Variances, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area. None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13; Ord. 5664, 2-18-14)

161.12 District RMF-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(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

TITLE XV UNIFIED DEVELOPMENT CODE

Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single family	60 ft. 45 ft.
Two-family	60 ft. 45 ft.
Three and more	90 ft. 80 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse: Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft. 4,500 sq. ft.
Two-family	7,000 sq. ft. 6,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Other	Side	Rear
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	Uses	Single & Two Family	
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	5 ft.	25 ft. 20 ft.

Cross reference(s)--Variances, Ch. 156

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area. **None.**

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.13 District RMF-18, Residential Multi-Family – Eighteen Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

Unit 44	Cottage Housing Development
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(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	18 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft. 40 ft.
Two-family	60 ft. 40 ft.
Three and more	90 ft. 75 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse: Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft. 4,000 sq. ft.
Two-family	7,000 sq. ft. 5,000 sq. ft.
Three or more	9,000 sq. ft. 7,500 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured Home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side Uses	Other Side Single & Two Family	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	8 ft. 5 ft.	25 ft.

Cross reference(s) --Variances, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area. ~~None.~~

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings

TITLE XV UNIFIED DEVELOPMENT CODE

Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft. 35 ft.
Two-family	60 ft. 35 ft.
Three or more	90 ft. 70 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses: Development	10,000 sq. ft.
Individual lot	2,500 sq. ft. 2,000 sq. ft.
Single-family	6,000 sq. ft. 3,000 sq. ft.
Two-family	7,000 sq. ft. 4,000 sq. ft.
Three or more	9,000 sq. ft. 7,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments: No bedroom	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side Other	Side	Rear
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	Uses	Single & Two Family	
A build-to-zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	5 ft.	20 25 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45/60ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area. ~~None.~~

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5079, 11-20-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5495, 4-17-12; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.15 District RMF-40, Residential Multi-Family – Forty Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	40 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft. 30 ft.
Two-family	60 ft. 30 ft.
Three or more	90 ft. 70 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft. 2,000 sq. ft.
Single-family	6,000 sq. ft. 2,500 sq. ft.
Two-family	6,500 sq. ft. 3,000 sq. ft.
Three or more	8,000 sq. ft. 7,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home park	3,000 sq. ft.
Townhouses & Apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two family	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	5 ft.	20 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45/60 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area. ~~None.~~

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 164: SUPPLEMENTARY ZONING REGULATIONS
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164.01	ACCESSORY COMMERCIAL USES.....
164.02	ACCESSORY STRUCTURES AND USES
164.03	ACCESSORY RESIDENTIAL USES IN NONRESIDENTIAL DISTRICTS
164.04	URBAN AGRICULTURE (FOWL, BEES & GOATS)
164.05	MOTOR VEHICLE REPAIR.....
164.06	MINIMUM BUILDABLE STREET FRONTAGE.....
164.07	ERECTION OF MORE THAN ONE PRINCIPAL STRUCTURE ON A LOT OF RECORD
164.08	EXTRACTION
164.09	FENCES, WALLS, AND VEGETATION
164.10	GARAGE AND/OR AGRICULTURAL & PRODUCE SALES.....
164.11	HEIGHT OR SETBACK REGULATIONS; EXCEPTIONS AND HOME PROTECTION REQUIREMENTS
164.12	NONCONFORMING STRUCTURES, USES AND LOTS
164.13	NON RESIDENTIAL USES IN RSF DISTRICTS
164.14	PARKING AND STORAGE OF CERTAIN VEHICLES
164.15	PREFABRICATED CONSTRUCTION
164.16	STRUCTURES TO HAVE ACCESS
164.17	VISIBILITY AT INTERSECTIONS IN RESIDENTIAL/NONRESIDENTIAL DISTRICTS.....
164.18	SUPPLEMENTARY USE REGULATIONS
164.19	ACCESSORY DWELLING UNITS (ADU).....
164.20	APPROVAL OF VITAL MUNICIPAL FACILITIES
164.21	LIMITED BUSINESS
164.22	COTTAGE HOUSING DEVELOPMENT
164.23	SINGLE-FAMILY INFILL STANDARDS
164.23 164.24	164.99 RESERVED

CHAPTER 164: SUPPLEMENTARY ZONING REGULATIONS**164.23 Single-family infill standards**

(A) *Purpose.* The purpose of the standards is to maintain visibility and security of the primary residence to and from the streetscape, provide pedestrian safety, and reduce opportunities for criminal activities.

(B) *Applicability.* The following standards apply to new detached single-family homes on lots with less than 70 feet of street frontage.

(1) Lots with 46 feet - 69 feet of street frontage.

(a) Each home shall have a clearly defined front door and windows on the ground floor façade facing the street. This is only required on one side of the home where there is more than one street frontage.

(b) Garage openings that are on the same side of the home as the front door shall be recessed at least 5 feet behind the principal façade.

(c) A garage does not have to be recessed behind the principal façade if the garage opening is located on a different side of the home than the front door.

(2) Lots with less than 46 feet of street frontage.

(a) Each home shall have a clearly defined front door and windows on the ground floor façade facing the street. This is only required on one side of the home where there is more than one street frontage.

(b) Garage openings that are on the same side of the home as the front door shall be recessed at least 5 feet behind the principal façade. Where a garage cannot be located at least 5 feet behind the principal façade, due to unique site characteristics, at least two of the following standards shall be implemented.

(i) The garage opening shall be less than 50 percent of the principal façade length.

(ii) The front door shall be even with or extend forward of the garage opening.

(iii) For multi-story homes, the principal façade, a balcony, deck, or similar feature shall project at least 12 inches beyond the garage opening. The upper floor(s) shall also have windows facing the street.

164.23 164.24-164.99 Reserved

City of Fayetteville Staff Review Form

2015-0330

Legistar File ID

8/4/2015

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

Jeremy Pate

7/17/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 15-5093: Administrative Item (UDC Chapters 161, 164 and 172 – SINGLE FAMILY AND TWO FAMILY INFILL): Submitted by CITY PLANNING STAFF for revisions to Chapters 161, 164 and 172 to modify the bulk and area regulations to encourage small-lot, single family and two family infill in multi-family zoning districts, and to include minimum design standards for this type of development.

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	
Budget Adjustment Attached?	NA	Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 4, 2015

TO: Mayor and City Council

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

FROM: Jesse Fulcher, Senior Planner

DATE: July 15, 2015

SUBJECT: ADM 15-5093: Administrative Item (UDC Chapters 161, 164 and 172 – SINGLE FAMILY AND TWO FAMILY INFILL): Submitted by CITY PLANNING STAFF for revisions to Chapters 161, 164 and 172 to modify the bulk and area regulations to encourage small-lot, single family and two family infill in multi-family zoning districts, and to include minimum design standards for this type of development.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to amend Chapters 161, 164 and 172.

BACKGROUND:

The Unified Development Code provides several single-family zoning districts with varying lot size requirements. In particular, new zoning districts such as Neighborhood Conservation, Neighborhood Services and RSF-8 have increased options for developing smaller homes and smaller lots in appropriate locations. Flexibility in mixed-use and commercial development has also been provided with the adoption of form-based districts such as Community Services and Urban Thoroughfare.

However, the bulk and area standards for multi-family zoning districts have remained unchanged for several decades. In staff's opinion, some of the zoning standards for multi-family zoning are outdated and are a barrier to the development of smaller, higher density single-family and two-family homes, in particular. As an example, the RMF-40 zoning district allows apartments at a density of 40 units per acre. Single-family homes, however, are limited to only 7 units per acre due to the lot size and frontage (bulk and area) requirements, which is less dense than the RSF-8 and Neighborhood Conservation zoning districts, which only allow single-family development.

Over the last several years staff has seen a desire in the marketplace to build new, smaller single-family and two-family dwellings within multi-family zoning districts rather than a larger multi-family building with associated parking lot. Unfortunately, this rarely occurs without additional action by a City board or the City Council. In most cases the applicants have to rezone the property, or request zoning variances. These processes can take several months to complete, if they are successful. Needless to say, the current zoning requirements don't support the development of single-family or two-family homes on small, infill lots.

In addition to perceived market demands, staff believes that the development of smaller single-family and two-family homes in a denser format is an appropriate land use that provides a piece of the “missing middle” housing type and supports many City Plan 2030 goals, as follows:

Goal 1. We will make appropriate infill and revitalization our highest priorities.

Goal 2. We will discourage suburban sprawl.

- Reducing the lot size requirements for single-family and two-family homes, as well as other residential land uses, provides an opportunity to support infill development in areas that are already zoned for dense development.
- Infill development can reduce the pressures to extend new public infrastructure to support new housing at the edge of the City.
- Infill development allows existing public infrastructure to be utilized more efficiently.
- Fees from infill development can be directed back towards existing infrastructure versus future costs for new infrastructure.

Goal 3. We will make traditional town form the standard.

- Denser housing and infill lead to complete, compact and connected neighborhoods, a trademark of traditional neighborhood development.

Goal 4. We will grow a livable transportation network.

- A greater variety of housing types and smaller lot sizes with buildings fronting the street can contribute to a better pedestrian experience and make neighborhoods more walkable, cyclist-friendly and reduce vehicle speeds.

Goal 6. We will create opportunities for attainable housing.

- A variety of housing types promotes mixed-income neighborhoods where residents can age in place.
- Allowing more housing within the core of the City provides opportunities for residents to live within short distances of schools and services, thereby reducing transportation costs.
- Denser housing can also lead to lower price points for buyers and renters.

DISCUSSION:

This item was discussed and tabled at the June 22, 2015 Planning Commission meeting. After that meeting staff and the Planning Commission continued to evaluate infill development patterns and made additional changes to the bulk and area regulations to ensure more flexibility for development of two-family dwellings in appropriate infill locations. On July 13, 2015 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 7-0-0.

BUDGET/STAFF IMPACT:

None

Attachments:

- Draft Ordinance
- Exhibit A: Chapter 161 (Zoning)
- Exhibit B: Chapter 164 (Supplementary Zoning Regulations)
- July 13, 2015 Planning Commission staff report

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

MEETING DATE: June 22, 2015 ~~July 13, 2015~~ Updated July 15, 2015

SUBJECT: **ADM 15-5093: Administrative Item (UDC Chapters 161, 164 and 172 – SINGLE-FAMILY INFILL):** Submitted by CITY PLANNING STAFF for revisions to Chapters 161, 164 and 172 to modify the bulk and area regulations to encourage small-lot, single family infill in multi-family zoning districts, and to include minimum design standards for this type of development.

RECOMMENDATION:

Staff recommends that the Planning Commission forward **ADM 15-5093** to the City Council with a recommendation for approval.

PROJECT SYNOPSIS:

DISCUSSION:

The Planning Commissioner reviewed the project on June 22, 2015 and tabled the proposal until the July 13, 2015 meeting. Commissioner Hoskins provided feedback about the lot requirements for two-family and three-family units; specifically requesting staff to evaluate reducing the lot size requirements to allow two and three-family units to be stacked either horizontally or vertically. Staff has updated several of the multi-family districts to allow a smaller lot width and side setback requirement for two-family units to allow increased variety and flexibility for this development pattern. This would permit a two-family dwelling on a lot that is as narrow as a single-family lot. The intent under this scenario is for the front of the two-family dwelling to appear as a single-family home from the street, with the second unit along the side, rear or second story.

The Unified Development Code provides several single-family zoning districts with varying lot size requirements. In particular, new zoning districts such as Neighborhood Conservation, Neighborhood Services and RSF-8 have increased options for developing smaller homes and smaller lots in appropriate locations. Flexibility in commercial development has also been provided with the adoption of form-based districts such as Community Services and Urban Thoroughfare.

However, multi-family zoning districts have remained unchanged for several decades. In staff's opinion, the zoning standards for multi-family zoning are outdated and are a barrier to the development of single-family homes, in particular. As an example, the RMF-40 zoning district allows apartments at a density of 40 units per acre. Single-family homes, however, are limited to

only 7 units per acre, which is less dense than the RSF-8 and Neighborhood Conservation zoning districts, which only allow single-family development.

Over the last several years staff has seen a desire in the marketplace to build new single-family dwellings within multi-family zoning districts. Unfortunately, this rarely occurs without additional action by a City board or the City Council. In most cases the applicants have to rezone the property, or request zoning variances. These processes can take several months to complete, if they are successful. Needless to say, the current zoning requirements don't support the development of single-family homes on small, infill lots.

In addition to perceived market demands, staff believes that the development of single-family homes in a denser format is an appropriate land use and supports many City Plan 2030 goals, as follows:

Goal 1. We will make appropriate infill and revitalization our highest priorities.

Goal 2. We will discourage suburban sprawl.

- Reducing the lot size requirements for single-family homes, as well as other residential land uses, provides an opportunity to support infill development in areas that are already zoned for dense development.
- Infill development can reduce the pressures to extend new public infrastructure to support new housing at the edge of the City.
- Infill development allows existing public infrastructure to be utilized more efficiently.
- Fees from infill development can be directed back towards existing infrastructure versus future costs for new infrastructure.

Goal 3. We will make traditional town form the standard.

- Denser housing and infill lead to complete, compact and connected neighborhoods, a trademark of traditional neighborhood development.

Goal 4. We will grow a livable transportation network.

- A greater variety of housing types and smaller lot sizes with buildings fronting the street can contribute to a better pedestrian experience and make neighborhoods more walkable, cyclist-friendly and reduce vehicle speeds.

Goal 6. We will create opportunities for attainable housing.

- A variety of housing types promotes mixed-income neighborhoods where residents can age in place.
- Allowing more housing within the core of the City provides opportunities for residents to live within short distances of schools and services, thereby reducing transportation costs.
- Denser housing can also lead to lower price points for buyers and renters.

In order to promote the goals and policies adopted by the City Council, staff recommends the following changes:

1. Chapter 161.10-161.15 Zoning Regulations. Reduce the lot width and lot area requirements for all residential land uses and reduce the side setbacks for single-family homes.

2. Chapter 164.23 Small Lot Design Standards. Introduce a set of design standards for single-family homes on small lots. For the purposes of this section, small lots are defined as having less than 70 feet of street frontage. This is intended to address unique issues that arise thwn developing homes on small lots.
3. Chapter 172.11 Driveway and Parking Standards for Four (4) or Less Parking Spaces. Amended to require an 18 foot long driveway for single-family homes as measured from the garage/carport to the sidewalk. This ensures that driveways are long enough to allow parking without vehicles encroaching over the sidewalk.

As noted above, Chapter 161 is being updated to allow greater variability in the types of residential units constructed in multi-family zoning districts, principally by reducing the barriers to construct single-family homes. However, as lot width and building footprints are reduced it becomes more difficult to design a home and maintain visibility between the street and building. A primary goal of Crime Prevention Through Environment Design (CPTED) is to maintain natural surveillance, or "see and be seen." Unfortunately, poor design choices when building smaller homes can greatly reduce and sometimes even eliminate natural surveillance. As a result, staff is proposing a relatively brief set of design standards for single-family homes on small lots (see exhibit "B" attached). The code specifies the standards only apply to lots with less than 70 feet of street frontage. This exempts a majority of all single-family lots in the City which are typically located in the RSF-4 zoning district, with a minimum lot width of 70 feet and maximum density of 4 units per acre.

The change to Chapter 172.11 is intended to clarify an existing standard for driveway construction for single-family homes. Section (G)(2) requires driveways to be constructed at least 18 feet beyond the right-of-way line unless no parking is provided between the right-of-way line and structure. The minimum parking requirement for a single-family home is two parking spaces, so a two-car garage provides all of the required parking. In zoning districts with minimal front building setbacks the driveway is sometimes only 5-10 feet long between the sidewalk and garage doors. This leads to residents and guests parking in the driveway and over the sidewalk. Staff has amended this code section to specifically require at least an 18-foot driveway between the sidewalk and garage, so vehicles don't park over the sidewalk.

RECOMMENDATION:

Staff recommends that the proposed code changes be discussed and forwarded to the City Council with recommendations by the Planning Commission to be included the proposal to the City Council.

Planning Commission Action: ☐ Tabled ☒ Forwarded ☐ Denied

Meeting Date: July 13, 2015

Motion: Cook

Second: Brown

Vote: 7-0-0 (Bunch and Sleby Absent)

BUDGET/STAFF IMPACT:

None

Attachments:

- The proposed code changes to UDC Chapters 161, 164, and 172.
- Example photos

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161.10 District RT-12, Residential Two And Three Family

- (A) *Purpose.* The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(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 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12
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(D) *Bulk and area regulations.*

	Single-family	Two-family	Three-family
Lot width minimum	50 60 ft.	50 70 ft.	90 ft.
Lot area minimum	5,000 6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land area per dwelling unit	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two Family	Rear
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A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	5 ft.	20 ft.
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(F) *Building height regulations.*

Building height maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

- (G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

- (H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13; Ord. 5664, 2-18-14)

Cross reference(s)--Variance, Ch. 156.

161.11 District RMF-6, Residential Multi-Family – Six Units Per Acre

- (A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) Density.

Units per acre	6 or less
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(D) Bulk and area regulations.

(1) Lot width minimum.

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft. 50 ft.
Two-family	60 ft. 50 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) Lot area minimum.

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) Land area per dwelling unit.

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) Setback requirements.

Front	Side Other Uses	Side Single & Two Family	Rear
A build-to zone that is located between the	8 ft.	5 ft.	25 ft. 20 ft.

front property line and a line 25 feet from the front property line.			
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Cross reference(s)--Variances, Ch. 156.

(F) Building height regulations.

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) Building area. The area occupied by all buildings shall not exceed 50% of the total lot area. ~~None.~~

(H) Minimum buildable street frontage. 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13; Ord. 5664, 2-18-14)

161.12 District RMF-12, Residential Multi-Family – Twelve Units Per Acre

(A) Purpose. The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) Conditional uses.

Unit 2	City-wide uses by conditional use
--------	-----------------------------------

	permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and area regulations.*(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single family	60 ft. 45 ft.
Two-family	60 ft. 45 ft.
Three and more	90 ft. 80 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse: Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft. 4,500 sq. ft.
Two-family	7,000 sq. ft. 6,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments: No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side Uses	Other Side Single & Two Family	Rear
A build-to zone that is located	8 ft.	5 ft.	25 ft. 20 ft.

between the front property line and a line 25 feet from the front property line.			
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Cross reference(s)--Variances, Ch. 156(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*
-------------------------	------------

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area. **None.**(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.13 District RMF-18, Residential Multi-Family – Eighteen Units Per Acre(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.(B) *Uses.*(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use
--------	-----------------------------------

	permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	18 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft. 40 ft.
Two-family	60 ft. 40 ft.
Three and more	90 ft. 75 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft. 4,000 sq. ft.
Two-family	7,000 sq. ft. 5,000 sq. ft.
Three or more	9,000 sq. ft. 7,500 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured Home	3,000 sq. ft.
Apartment:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two Family	Rear
A build-to	8 ft.	8 ft.	25 ft.

zone that is located between the front property line and a line 25 feet from the front property line.	5 ft.	
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Cross reference(s) --Variances, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area. ~~None.~~

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less
----------------	------------

(D) *Bulk and area regulations.*(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft. 35 ft.
Two-family	60 ft. 40 ft.
Three or more	90 ft. 70 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft. 2,000 sq. ft.
Single-family	6,000 sq. ft. 3,000 sq. ft.
Two-family	7,000 sq. ft. 4,000 sq. ft.
Three or more	9,000 sq. ft. 7,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartment:	
No bedroom	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two Family	Rear
A build-to zone that is	8 ft.	5 ft.	20 25 ft.

located between the front property line and a line 25 feet from the front property line.			
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Cross reference(s)--Variance, Ch. 156.(F) *Building height regulations.*

Building Height Maximum	30/45/60ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area. ~~None.~~

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5079, 11-20-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5495, 4-17-12; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.15 District RMF-40, Residential Multi-Family – Forty Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*(1) *Permitted uses.*

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

Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	40 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft. 30 ft.
Two-family	60 ft. 30 ft.
Three or more	90 ft. 70 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft. 2,000 sq. ft.
Single-family	6,000 sq. ft. 2,500 sq. ft.
Two-family	6,500 sq. ft. 3,000 sq. ft.
Three or more	8,000 sq. ft. 7,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home park	3,000 sq. ft.
Townhouses & Apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback requirements.*

Front	Side Other Uses	Side Single &	Rear
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		Two family	
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	5 ft.	20 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45/60 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area. ~~None.~~

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

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164.23 Single-family infill standards

inches beyond the garage opening.
The upper floor(s) shall also have
windows facing the street.

~~164.23~~ 164.24-164.99 Reserved

(A) *Purpose.* The purpose of the standards is to maintain visibility and security of the primary residence to and from the streetscape, provide pedestrian safety, and reduce opportunities for criminal activities.

(B) *Applicability.* The following standards apply to new detached single-family homes on lots with less than 70 feet of street frontage.

(1) Lots with between 45 feet and 70 feet of street frontage.

(a) Each home shall have a clearly defined front door and windows on the ground floor façade facing the street. This is only required on one side of the home where there is more than one street frontage.

(b) Garage openings that are on the same side of the home as the front door shall be recessed at least 5 feet behind the principal façade.

(c) A garage does not have to be recessed behind the principal façade if the garage opening is located on a different side of the home than the front door.

(2) Lots with less than 45 feet of street frontage.

(a) Each home shall have a clearly defined front door and windows on the ground floor façade facing the street. This is only required on one side of the home where there is more than one street frontage.

(b) Garage openings that are on the same side of the home as the front door shall be recessed at least 5 feet behind the principal façade. Where a garage cannot be located at least 5 feet behind the principal façade, due to unique site characteristics, at least two of the following standards shall be implemented.

(i) The garage opening shall be less than 50 percent of the principal façade length.

(ii) The front door shall be even with or extend forward of the garage opening.

(iii) For multi-story homes, the principal façade, a balcony, deck, or similar feature shall project at least 12

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motorized recreational vehicle, boat or trailer shall be prohibited within the street right-of-way, which includes any sidewalk, greenspace or other area from the edge of the paved street through the width of the dedicated street right-of-way. On-street parking within properly designated areas of the street right-of-way may be permitted, in accordance with current traffic regulations.

(G) *Driveway Standards.*

(1) *Driveway Approach to Property Line.* The driveway approach shall extend to the property line and/or master street plan right-of-way from the paved street and shall be designed, permitted, and paved with concrete in accordance with §171.13 *Sidewalk and Driveway Specifications.*

(2) *Driveways Beyond the Property Line.* Driveways shall be paved from the property line and/or master street plan right-of-way with asphalt, concrete, brick or stone pavers, or other solid surface and shall extend 18 feet (length) into the property ~~unless no parking is provided between the property line and structure.~~ To prevent vehicles from parking over the public sidewalk, garages and carports shall be positioned to accommodate the minimum driveway length as measured from the sidewalk or Master Street Plan right-of-way line.

(3) *Driveways Beyond 18 Feet into the Property.* Driveways beyond 18 feet into the property may be paved or unpaved and shall be clearly defined by landscaping or edging.

(4) *Unpaved Streets.* These requirements are waived where the street to which the driveway connects is not paved.

(H) *Driveway and Parking Area Maintenance Requirements.*

(1) *Paved.* Driveways and parking areas that are paved shall be maintained to prevent erosion onto adjacent properties and to prevent dirt, rock and other materials from entering the street.

(2) *Unpaved.* Driveways and parking areas that are not paved shall be maintained to prevent erosion onto adjacent properties and to prevent dirt, rock and other materials from entering the street. Driveways and parking areas shall be constructed and maintained with adequate gravel, grasses, or other plants and/or landscaping materials to keep the area from becoming rutted, muddy

and/or soil from being blown or washed away. If an unpaved driveway is not maintained and is identified as a violation of this provision, such driveway shall be immediately remedied by the property owner.

(I) *Driveway Grading and Drainage.* The driveway shall be graded in such a way to dispose of surface water into appropriate structures.

(J) *Maximum Driveway Width.* Driveway width shall be limited to:

Lot Width	Maximum Driveway Width
70 feet or more	24 feet
50 feet to 69 feet	20 feet
Less than 50 feet	18 feet

(K) *Loop, Circle, and Multiple Driveways.* Loop, circle and multiple driveways on a single property shall be allowed so long as a 30 foot separation between the drives is maintained, as measured from the interior edges of the curb cuts, subject to other restrictions for driveway separations in the UDC.

(L) *"Pay-to-park" operations.* Pay-to-park operations are prohibited within single family districts and properties within all zoning districts that are utilized for a single family detached home. "Pay-to-park" operations are defined as those which advertise and/or sell or lease permits to park or otherwise allow parking for free or for payment on a property on which the owner and/or operator of the vehicle does not reside.

(M) *Exemptions.* The following exemptions to this ordinance section shall be permitted:

(1) *University of Arkansas Events.* An unlimited number of motor vehicles shall be allowed to park on private property for a period of 12 hours before and 12 hours after a University of Arkansas event for persons attending said event on days when events are occurring at Bud Walton Arena or Donald W. Reynolds Stadium on the University Arkansas Campus.

(2) *Construction Vehicles.* Parking of motor vehicles for new construction and additions shall be allowed on private properties and within the greenspace between the street and sidewalk during the duration of the project, as long as the building permit



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
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Text File

File Number: 2015-0372

Agenda Date: 10/6/2015

Version: 1

Status: Second Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 2

AMEND 172.05 (ADM 15-5088 UDC AMENDMENT CHAPTER 172.05 NON-RESIDENTIAL PARKING REQUIREMENTS:

AN ORDINANCE TO AMEND SECTION 172.05 OF THE UNIFIED DEVELOPMENT CODE TO REMOVE MINIMUM PARKING STANDARDS FOR NON-RESIDENTIAL USES

WHEREAS, removing minimum parking standards for non-residential uses will advance City Plan 2030 goals of reducing sprawl, prioritizing infill development and promoting traditional town form, and

WHEREAS, minimum parking standards were primarily developed based upon parking surveys that measure peak demand, and

WHEREAS, requiring a minimum number of parking spaces based upon a limited number of times a year when a parking lot will be completely full is a wasteful use of valuable land, and

WHEREAS, landowners and developers are periodically denied the ability to adaptively reuse their property due to parking minimum requirements tied to specific land use categories, and

WHEREAS, the potential economic development opportunity and streamlining of City code is a benefit to the City's development climate.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends section §172.05: **Standards for the Number of Spaces by Use** of the Unified Development Code by repealing and replacing it with Exhibit "A."

STAFF MEMO

TO: Mayor Jordan
City Council

COPY: Don Marr, Chief of Staff

FROM: Jeremy Pate, Development Services Director

DATE: September 22, 2015

SUBJECT: 2015-0372 (ADM 15-5088 Parking Standards) – Revised Ordinance

Attached is a revised ordinance for your consideration related to the current parking standards ordinance amendments. Staff has reviewed both the City Attorney's recommended language and our own draft, and has created what we believe to be an ordinance that meets the original intent to relieve applicants of the requirement to provide parking when it is not needed, but also maintains the Council's ability to revisit those requirements should the ordinance not fulfill its original goals or creates an unanticipated issue in the future. While it is unknown whether a parking requirement approaches the threshold level of 20% of a property's value for the Private Property Protection Act to apply, we do understand the scope of removing all parking requirements for non-residential properties is large, and do not want to place future City Councils in a difficult position if forced to revisit this proposal.

In the draft before you (Exhibit "A"), the required number of spaces for both residential and non-residential stays as it is, to refer to the Parking Ratio "Table 3." We propose to remove the several different references to parking waivers found in areas of the downtown for changes of use, existing structures, building footprint and accessory outdoor areas, in favor of a more comprehensive reduction that can be applied city-wide. Maximum parking requirements are proposed to remain, albeit with several ways to increase those maximum numbers where needed. For parking reductions, there are several methods to achieve reduced off-street parking for both residential and non-residential uses: proximity to transit stops, additional motorcycle, scooter and bicycle parking, proximity to on-street parking spaces and utilizing shared parking between non-competing or mixed uses. We also propose to allow further reductions, without limit, for non-residential developments after analyzing the availability of other parking, need associated with the development, any potential adverse impacts to surrounding neighborhoods or properties, proximity to alternative transportation, and any other relevant considerations. This reduction can be made administratively by the Planning Division, without seeking a variance from the Planning Commission. Increases or reductions in excess of what is permitted in the chapter can also be considered as a variance by the Planning Commission.

With the proposed changes herein, staff recommends Exhibit "A" be included with the ordinance amendment, finding it will meet the original intent and maintain adequate legal protection for the City in the future.

172.05 Standards for the Number of Spaces by Use**(A) Required parking.**

- (1) *Required number of spaces.* A proposed use shall conform to the established automobile parking ratios listed in Table 3. The minimum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards. For all parking space requirements resulting in a fraction, the fraction shall be:

- (a) rounded to the next higher whole number when the fraction is 0.5 or higher.
- (b) rounded to the next lower whole number when the fraction is less than 0.5.

TABLE 3
PARKING RATIOS
(Use/Required Spaces)

Residential

Single-family, duplex, triplex	2 per dwelling unit
Multi-family or townhouse	1 per bedroom

Commercial

Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair
Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee
Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.
Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft. of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA
Retail fuel sales with convenience stores	1 per 250 square feet of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.

Office

Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA

Public and Institutional Uses**Nonprofit Commercial**

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats
College dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area
Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units
Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School--elementary and junior high	1 per employee plus 1 space per classroom
School--senior high	1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA

Extractive uses	Adequate for all employees, trucks, and equipment
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Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
Bowling alley	6 per lane
Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen
Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space
Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court
Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA

(2) *Motorcycle and scooter parking.* In parking lots containing 25 or more parking spaces, one (1) motorcycle/scooter space shall be provided for every 25 regular parking spaces that are provided.

(3) *Accessible Parking.* Parking designated for persons with disabilities shall be provided in accordance with this chapter, or as required by the Americans with Disabilities Act, whichever is more restrictive.

(B) *Modifications to required parking number.* The required parking standards for the number of spaces by use found in Table 3 may be modified under the following criteria:

(1) *Increases.*

(a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

(b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative

stormwater treatment techniques are utilized, such as:

(i) Bioswales

(ii) Constructed wetlands

(iii) Pervious pavement

(iv) Other such techniques that aid in improving water quality and quantity as approved by the City Engineer

(c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.

(2) *Reductions.*

(a) *Transit stops.* Developments may reduce the number of off-street parking spaces by up to 15% below the parking ratios listed in Table 3 when located within a quarter (0.25) mile radius of a transit stop.

(b) *Motorcycle and scooter spaces.* Developments may reduce the number of off-street parking spaces by an additional 10% when substituted with motorcycle/scooter parking at a rate of one motorcycle/scooter space for one automobile space.

(c) *Bike racks.* Developments may reduce the number of off-street parking spaces by an additional 10% when substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space.

(d) *Shared parking.* Parking requirements may be shared between developments where it can be determined that the peak parking demand of the existing or proposed occupancy occurs at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Division.

(i) *Shared parking between developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.

- (ii) *Shared parking agreements.* If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the Planning Division for consideration.
- (iii) *Shared spaces.* Individual spaces identified on a site plan for shared users shall not be accounted for more than one user at the same time.
- (e) *Further administrative reductions.* The City Planning Division may grant further reductions to the parking requirements for non-residential developments otherwise required by this section after analyzing:
 - (i) The availability of public and/or shared private parking near the proposed development;
 - (iii) Potential adverse impacts on nearby public parking and neighboring businesses, offices and residences of reducing or eliminating minimum parking requirements for such non-residential development;
 - (iv) Proximity to alternative transportation including public transit, multi-use trails, a complete and connected sidewalk network, etc.;
 - (iv) and any other relevant considerations.
- (C) *On-street parking.* Permitted on-street parking spaces adjacent to a project frontage that are not dedicated for a specific use may count toward the parking requirements for all development, subject to approval by the Planning Division. Each on-street parking space provided may count toward the total required parking spaces for the development.
- (D) *Off-street parking.* All other parking spaces required herein shall be provided by the applicant as off-street parking.

(Ord. 4567, 05-04-04; Ord. 4930, 10-03-06; Ord. 5118, 3-18-08; Ord. 5297, 12-15-09; Ord. 5435, 8-16-11)

Particular consideration should be given to redevelopments where there is an adaptive reuse of an existing structure, preservation of historic structures, accessory outdoor uses, Low Impact Development techniques utilized or replacement of the footprint of an existing structure.

- (f) *Variance.* Increases or reductions of parking requirements for residential developments and increases in the non-residential maximum parking limits in excess of those identified in this section shall be allowed only as a variance by the Planning Commission upon the finding that the increase or reduction is needed and will not unduly cause an adverse effect upon persons operating, using or residing in any neighboring residential, commercial or office development.

EXHIBIT 'A'
15-5088

172.05 Standards for the Number of Spaces by Use

A. Required Parking

1. Non-residential use. There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces shall be limited based on the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05. The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition.

2. Residential. The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.

(a) *Reductions for residential use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3 when the following standards are met:

- (i) *Transit stops.* Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off street parking requirements by up to fifteen percent (15%).
- (ii) *Motorcycle and scooter spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a

rate of one motorcycle/scooter space for one automobile space.

- (iii) *Bike racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.

- (iv) *Shared parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.

(1) *Shared parking between developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.

(2) *Shared parking agreements.* If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.

(3) *Shared spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.

3. Maximum number allowed for residential and non-residential uses. Residential and non-residential developments may utilize the following increases to the required

EXHIBIT 'A'
15-5088

spaces listed in Table 3 when the following standards are met:

- (a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.
- (b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:
 - (i) Bioswales
 - (ii) constructed wetlands
 - (iii) pervious pavement
 - (iv) other such techniques that aid in improving water quality and quantity as approved by the City Engineer

- (c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.

4. Parking ratio calculation. The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:

a. rounded to the next higher whole number when the fraction is 0.5 or higher.

b. rounded to the next lower whole number when the fraction is less than 0.5.

5. On-street parking. Each permitted on-street parking space adjacent to a project frontage may count toward the parking requirements for all development. The

approval of on-street parking is subject to approval by the Zoning and Development Administrator.

6. Motorcycle and scooter parking. (1) Motorcycle and scooter parking. In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.

7. Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03

TABLE 3
PARKING RATIOS
(Use/Required Spaces)

Residential

Single-family, duplex, triplex	2 per dwelling unit
Multi-family or townhouse	1 per bedroom

Commercial

Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair
Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee

EXHIBIT 'A' **15-5088**

Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.
Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA
Retail fuel sales with convenience stores	1 per 250 square feet of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.

Office

Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA

Public and Institutional Uses

Nonprofit Commercial

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats

College dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area
Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units
Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School--elementary and junior high	1 per employee plus 1 space per classroom
School--senior high	1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA
Extractive uses	Adequate for all employees, trucks, and equipment

EXHIBIT 'A'
15-5088

Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
Bowling alley	6 per lane
Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen
Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space
Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court
Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA

City of Fayetteville Staff Review Form

2015-0372

Legistar File ID

9/1/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

8/14/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 15-5088 Administrative Item (UDC AMENDMENT CHAPTER 172.05 NON-RESIDENTIAL PARKING REQUIREMENTS): Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Section 172.05. The proposal is to remove minimum parking standards for non-residential uses.

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 SEPTEMBER 1, 2015

TO: Mayor and City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: August 14, 2015

SUBJECT: ADM 15-5088 Administrative Item (UDC AMENDMENT CHAPTER 172.05 NON-RESIDENTIAL PARKING REQUIREMENTS): Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Section 172.05. The proposal is to remove minimum parking standards for non-residential uses. .

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to amend Section 172.05 of the Unified Development Code, removing minimum parking requirements for non-residential uses.

BACKGROUND:

Minimum parking requirements common throughout many cities have an enormous effect on many aspects of our built environment, and yet has limited research justifying the numbers. Minimum ratios are typically based on Institute of Transportation Engineers (ITE) recommendations that are in turn based on surveys performed to measure “peak demand”, that one day each year when suburban parking lots are at their fullest. Further, more than half of the 101 published parking rates are based on four or fewer surveys of parking occupancy, and 22% are based on a single survey¹.

Several times each year in Fayetteville, planning staff denies a business license or has to discourage a prospective business owner from moving into an existing building because the location cannot meet the minimum parking requirements laid out in Chapter 172.05. Many times this is the result of a change in use of the property, for example from office use to restaurant or retail use. Retail use has a higher minimum parking ratio requirement than does office use, and the restaurant use is higher still. Because of the minimum parking ratios, an older office or retail center cannot easily adapt to changing real estate market conditions and prospective tenants are limited to the originally anticipated use. This has the effect of stifling the ability for a property to be adaptively reused over time.

Staff also meets with different developers about the same properties over and over again, particularly downtown and along developed corridors, such as College Avenue, where new

¹ Shoup, Donald. 1999. The trouble with minimum parking requirements. *Elsevier Science Ltd*.

potential infill development proposals are impossible or too costly to develop because of minimum parking requirements.

DISCUSSION: Staff proposes to remove the minimum parking ratios for non-residential uses. The first intention of this code amendment is to encourage appropriate infill development and revitalization, the first goal of City Plan 2030. This change will allow business owners/developers of non-residential uses and market demand to determine minimum parking needs for the intended use. In staff's opinion, a more accurate assessment of parking needs for a non-residential use will come from the business owner/developer and customers. Maximum parking ratios and residential parking ratios are not affected by the proposed code amendment.

There are numerous cities around the United States that have either partially or totally removed minimum parking ratios for non-residential uses with positive results. Staff's research and observation in Fayetteville has been that if a non-residential use does not have enough parking, the use will go out of business, move to a location that meets the customer's needs, or customers will find a different mode of transportation to the site. The City very rarely receives complaints about a lack of non-residential parking or adverse impacts to surrounding property because of a lack of non-residential parking, even in the downtown business community. While a scientific study in Fayetteville has not been conducted, recent studies by the Transportation Research Board show that parking is already oversupplied in mixed use districts by an average of 65%². Moreover, surface parking lots suppress property value and waste potential for highly valuable economic development opportunities in many properties throughout our commercial districts.

The City's codes have included a parking waiver downtown for many years allowing a change of use in existing buildings without having to provide additional parking. This waiver has helped facilitate the redevelopment and revitalization of Dickson Street and the greater downtown area, but it has limited new and infill development. With the construction of the new municipal parking deck downtown and the recently implemented pay parking program and residential parking program, staff believes the timing is now appropriate to remove the minimum parking requirements for non-residential uses not just downtown but throughout the entire city.

This code change is an economic development tool that will allow turnover and revitalization of our existing building stock for a variety of new and start-up businesses. Underused parcels represent a costly missed opportunity in many cases. As noted in a recent Planning Magazine article published by the American Planning Association, "getting parking right might be a more dependable and longer lasting form of economic development" than any traditional approach. Simplified development procedures, opening up infill development to be more functionally viable, activating underperforming, vacant, or derelict lots, and enabling more opportunities for sustainable or green development principles are all potential, positive outcomes of this proposal. This proposal places a priority on people rather than automobiles for new development, and aligns our code with the City Plan 2030 policy direction for urban and traditional development patterns. The code change is essential for valuable growth of progressive, thoughtful infill projects where the number of parking spaces is dictated by the market rather than a contextually insensitive suburban code. Eliminating the non-residential minimum parking requirement does not mean developments will begin providing no parking-in fact, it would be difficult to justify even getting a development loan for construction if that was the case. Rather, it simply means there is more

² Canepa, Brian & Karlin-Resnick, Joshua. (2015, May). Releasing the Parking Brake on Economic Development. *Planning, The Magazine of the American Planning Association*, 81(5), pp. 23-27.

flexibility to provide the parking that is truly needed for a development to succeed³, as determined by those best placed to make that decision.

The City does receive complaints on a regular basis when a residential development does not have enough parking. This can result in violations such as parking in the grass, blocking fire lanes, and property trespass. These issues are compounded in a university city like Fayetteville where a large number of students live off campus and where visitor parking is neither anticipated nor provided. For this reason staff does not propose to modify the minimum number of parking spaces for residential use at this time.

BUDGET/STAFF IMPACT:

None

Attachments:

- CC ordinance
- Exhibit 'A'
- July 27, 2015 Planning Commission staff report.
- Public Comment
- Supplementary Materials

³ Shoup, Donald. (2015, May). Putting a Cap on Parking Requirements: A Way to Make Cities Function Better. *Planning, The Magazine of the American Planning Association*, 81(5), pp. 28-30.

Thompson, Quin

From: Garner, Andrew
Sent: Thursday, July 30, 2015 12:03 PM
To: Thompson, Quin
Subject: [public comment for parking code change] FW: Parking

Quin,
Please save this email in the public comment file and include a copy on the City Council packet.
Thanks,
Andrew

From: Ben Salmonsens [mailto:bensalmonsens@gmail.com]
Sent: Tuesday, July 28, 2015 12:03 PM
To: Garner, Andrew
Subject: Parking

Mr. Garner,

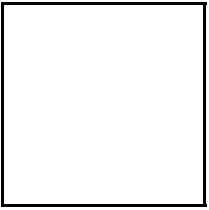
I believe ending the parking regulation rules would be a positive change for the city of Fayetteville. I agree with Hoskins saying that the business owners who are using their sources of capital to operate should be the ones who decide how much parking they have. Also, I think we can all agree that this is just one less requirement for developers to have to fulfill and will surely promote new development across Fayetteville. Thanks for taking the time to hear my recommendation on this issue.

Respectfully,

--

Regards,

Benjamin Salmonsens
Keller Williams Commercial Division
Northwest Arkansas Region Representative
Cell: 479-330-1250



From: Art Hobson [<mailto:ahobson@uark.edu>]

Sent: Tuesday, August 04, 2015 8:22 AM

To: Planning <planning@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>; Marr, Don <dmarr@fayetteville-ar.gov>; Matthew Petty <matt@matthewpetty.org>; Adella Gray <adellag@cox.net>; Lioneld Jordan <ljordan7@hotmail.com>; Kinion, Mark <ward2_pos1@fayetteville-ar.gov>; Marsh, Sarah <ward1_pos2@fayetteville-ar.gov>; Tennant, Justin <ward3_pos1@fayetteville-ar.gov>; Schoppmeyer, Martin <ward3_pos2@fayetteville-ar.gov>; La Tour, John <ward4_pos1@fayetteville-ar.gov>; longward4@gmail.com; Pate, Jeremy <jpate@fayetteville-ar.gov>; agarner@fayetteville-ar.gov

Cc: Marie Riley <mriley@uark.edu>

Subject: Parking proposal

Dear City Planners and City Councilors:

Congratulations to the Fayetteville Planning Commission for proposing that minimum parking requirements for commercial establishments be abolished! This has been needed for decades. I hope and presume that the City Council will follow suit. This will improve our quality of life, and make central Fayetteville a more supremely walkable destination—the leading goal of our excellent 2004 Downtown Master Plan that hundreds of our best citizens had a hand in creating. Infill, higher density, fewer cars, and more fun should be our bywords for downtown planning.

Cheers - Art Hobson

Art Hobson, Emeritus Professor of Physics, U Arkansas.

Look for [Tales of the Quantum](#) Oxford University Press, in 2015.

See my textbook & other stuff [here](#).

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~July 27, 2015~~ **UPDATED AUGUST 05, 2015**

SUBJECT: **ADM 15-5088 Administrative Item (UDC AMENDMENT CHAPTER 172.05 STANDARDS FOR THE NUMBER OF SPACES BY USE):**
Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Chapters 172.05. The proposal is to remove minimum parking standards for non-residential uses.

RECOMMENDATION:

Staff recommends that the Planning Commission forward **ADM 15-5088** to the City Council with a recommendation for approval.

BACKGROUND:

This amendment was tabled at the July 13, 2015 Planning Commission meeting in order to allow more time for comment and discussion.

The minimum parking requirement has an enormous effect on many aspects of our built environment, and yet has limited research justifying the numbers. Minimum ratios are typically based on Institute of Transportation Engineers (ITE) recommendations that are in turn based on surveys performed to measure peak demand, that one day each year when suburban parking lots are at their fullest. Further, more than half of the 101 published parking rates are based on four or fewer surveys of parking occupancy, and 22% are based on a single survey (Shoup, 1999)¹.

Several times each year planning staff denies a business license or has to discourage a prospective business owner from moving into an existing building because the location cannot meet the minimum parking requirements laid out in Chapter 172.05. Many times this is the result of a change in use of the property, for example from office use to restaurant or retail use. Retail use has a higher minimum parking ratio requirement than does office use, and the restaurant use is higher still. Because of the minimum parking ratios, an older office or retail center cannot easily adapt to changing real estate market conditions and prospective tenants are limited to the originally anticipated use.

Staff also meets with different developers about the same properties over and over again, particularly downtown and along developed corridors, where new potential infill sites are impossible or too costly to develop because of minimum parking requirements.

¹ Shoup, Donald. 1999. The trouble with minimum parking requirements. Elsevier Science Ltd.

DISCUSSION: Staff proposes to remove the minimum parking ratios for non-residential uses. The intention of this code amendment is to encourage appropriate infill development and revitalization, the first goal of City Plan 2030. This change will allow business owners/developers of non-residential uses and market demand determine minimum parking needs. In staff's opinion, a more accurate assessment of parking needs for a non-residential use will come from the business owner/developer and customers. Maximum parking ratios and residential parking ratios are not affected by the proposed code amendment.

There are numerous cities around the United States that have either partially or totally removed minimum parking ratios for non-residential uses with positive results. Staff's research and observation in Fayetteville has been that if a non-residential use does not have enough parking, the use will go out of business or users will find a different mode of transportation to the site. The City very rarely receives complaints about a lack of non-residential parking or adverse impacts to surrounding property because of a lack of non-residential parking.

The City's codes have included a parking waiver downtown for many years allowing a change of use in existing buildings without having to provide additional parking. This waiver has helped facilitate the redevelopment and revitalization of Dickson Street and the greater downtown area, but it has limited new and infill development. With the construction of the new municipal parking deck downtown and the recently implemented pay parking program and residential parking program, the timing is now appropriate to remove the minimum parking requirements for non-residential uses throughout the entire city. This code change is an economic development tool that will allow turnover and revitalization of our existing building stock for a variety of new and start-up businesses. This proposal places a priority on people rather than automobiles for new development, and aligns our code with the City Plan 2030 policy direction for urban and traditional development patterns. The code change is essential for valuable growth of progressive, thoughtful infill projects where the number of parking spaces is dictated by the market rather than a heavy-handed suburban code.

The City does receive complaints on a regular basis because a residential development does not have enough parking. This can result in violations such as parking in the grass, blocking fire lanes, and property trespass. These issues are compounded in a university city like Fayetteville where a large number of students live off campus. For this reason staff does not propose to modify the minimum number of parking spaces for residential use.

PLANNING COMMISSION ACTION:	☐ Approved	☐ Denied	☒ Forward
<u>Date:</u> July 27, 2015			
<u>Motion:</u> HOFFMAN		<u>Vote:</u> 7-1-0	
<u>Second:</u> AUTRY			
<u>Note:</u> RECOMMEND FORWARD AS PROPOSED BY STAFF, WITH BROWN VOTING 'NO'.			

BUDGET/STAFF IMPACT:
None

Attachments:

- UDC Chapter 172.05 (Existing)
- UDC Chapter 172.05 (Proposed)
- UDC Chapter 172.05 (Proposed changes shown in strikeout-highlight)
- Comments submitted by Tom Brown at the 07-13-15 Planning Commission meeting

172.05 Standards For The Number Of Spaces By Use**(A) Required parking**

- (1) *Required number of spaces.* A proposed use shall conform to the established parking ratios listed in Table 3. The minimum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards. For all parking space requirements resulting in a fraction, the fraction shall be:
- (a) rounded to the next higher whole number when the fraction is 0.5 or higher.
 - (b) rounded to the next lower whole number when the fraction is less than 0.5.
- (2) *Change of use - existing structure.* A change of use in an existing structure may be permitted if the use adequately meets the minimum parking ratio standards herein. A change of use shall not be penalized for existing parking spaces that exceed the required parking ratios included in this chapter.
- (3) *Change of use – waiver.* In Downtown Core, Main Street Center, and Downtown General zoning districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.
- (4) *Building footprint – waiver.* In Downtown Core, Main Street Center and Downtown General zoning districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1995, in order to rebuild.
- (5) *Downtown Core, Main Street Center, and Downtown General Zoning Districts accessory outdoor use areas -* Accessory outdoor patios, balconies, decks, and other similar outdoor use areas for restaurants and bars shall be exempt from meeting off-street parking requirements in the *Downtown Core, Main Street Center, and Downtown General* zoning districts.

TABLE 3**PARKING RATIOS
(Use/Required Spaces)**

Residential	
Single-family, duplex, triplex	2 per dwelling unit
Multi-family or townhouse	1 per bedroom
Commercial	
Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair
Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee
Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.
Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft. of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA
Retail fuel sales with convenience stores	1 per 250 square feet of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.
Office	
Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA
Public and Institutional Uses Nonprofit Commercial	
Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats
College dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area

Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units
Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School--elementary and junior high	1 per employee plus 1 space per classroom
School--senior high	1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA
Extractive uses	Adequate for all employees, trucks, and equipment

Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
Bowling alley	6 per lane
Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen
Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space
Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court

Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA

(B) *On-street parking.* Permitted on-street parking spaces adjacent to a project frontage may count toward the parking requirements for all development, subject to approval by the Zoning and Development Administrator. Each on-street parking space provided may count toward the total required parking spaces for the development.

(C) *Off-street parking.*

(1) *Motorcycle and scooter parking.* In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.

(2) *Maximum number allowed.* Developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:

(a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

(b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:

(i) Bioswales

(ii) constructed wetlands

(iii) pervious pavement

(iv) other such techniques that aid in improving water quality and quantity as approved by the City Engineer

(c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.

(3) *Reductions.* Developments may utilize the following reductions to the required off-street

Existing UDC 172.05

parking ratios listed in Table 3 when the following standards are met:

- (a) *Transit stops.* Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off street parking requirements by up to fifteen percent (15%).
- (b) *Motorcycle and scooter spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one motorcycle/scooter space for one automobile space.
- (c) *Bike racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.
- (d) *Shared parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
 - (i) *Shared parking between developments.* Formal arrangements that share parking between intermittent uses with nonconflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.
 - (ii) *Shared parking agreements.* If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.
 - (iii) *Shared spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.
- (e) *Reduced parking within mixed use developments.* Parking requirements may be reduced where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements

are subject to the approval of the Planning Commission.

- (i) *Request for parking space reduction.* A shared parking plan must be prepared to the satisfaction of the Planning Commission showing that parking spaces most conveniently serve the land uses intended, directional signage is proved if appropriate, and pedestrian links are direct and clear.
- (ii) *Calculating parking space reductions.* Parking space reductions can be determined by a calculation using Table 4, Parking Occupancy Rates. If the calculation does show a parking space regulation reduction to be feasible, the applicant shall submit a parking reduction worksheet showing the process for calculating the reduction as outlined herein. The calculation using Table 4, Occupancy Rates shall be conducted as follows:
 - (a) *Determine minimum spaces required.* The minimum number of parking spaces that are to be provided and maintained for each use shall be determined by using Table 3, Parking Ratios.
 - (b) *Calculate occupancy rates.* The minimum number of parking spaces shall be multiplied by the "occupancy rate" (the percentage) provided in Table 4, Parking Occupancy Rates, for each use for the weekday night, daytime and evening periods, and weekend night, daytime and evening periods, respectively.
 - (iii) *Sum parking spaces.* Sum the parking spaces for the combined uses for each time period. The number of parking spaces from the time period with the highest calculated number of parking spaces shall be the number of spaces required for the shared parking facility

TABLE 4

Parking Occupancy Rates
(Percent of basic minimum needed during time period)

Existing UDC 172.05

Uses	M-F 8am- 5pm	M-F 6pm- 12am	M-F 12am- 6am	Sat & Sun. 8am- 5pm	Sat & Sun. 6pm- 5pm	Sat. & Sun. 12am - 6am
Land Use Categories						
Residential	60%	100%	100%	80%	100%	100%
Commercial*	90%	80%	5%	100%	70%	5%
Office	100%	20%	5%	5%	5%	5%
Public & Institutional Uses (non- church)	100%	20%	5%	10%	10%	5%
Public & Institutional Uses (church)	10%	5%	5%	100%	50%	5%
Manufacturing/ Industrial	100%	60%	40%	50%	30%	10%
Warehouse/ Wholesale	100%	20%	5%	5%	5%	5%
Recreation	40%	100%	10%	80%	100%	50%
Specific Commercial Uses						
Hotel	70%	100%	100%	70%	100%	100%
Restaurant	70%	100%	10%	70%	100%	20%
Theater	40%	80%	10%	80%	100%	10%
Conference/ Convention	100%	100%	5%	100%	100%	5%

Source: Shared Parking Planning Guidelines, Institute of Transportation Engineers.

*Some specific uses have different occupancy rates. Check under "Specific Commercial Uses" with the rest of the table.

- (4) Increases or reductions in excess of those identified herein shall be allowed only as a conditional use and shall be granted in accordance with Chapter 163, governing applications of conditional uses, procedures, and upon the finding that the increase or reduction is needed.

(Ord. 4567, 05-04-04; Ord. 4930, 10-03-06; Ord. 5118, 3-18-08; Ord. 5297, 12-15-09; Ord. 5435, 8-16-11)

172.05 Standards for the Number of Spaces by Use

A. Required Parking

1. Non-residential use. There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces shall be limited based on the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05. The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use.

2. Residential. The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.

(a) *Reductions for residential use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3 when the following standards are met:

- (i) *Transit stops.* Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off street parking requirements by up to fifteen percent (15%).
- (ii) *Motorcycle and scooter spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one motorcycle/scooter space for one automobile space.
- (iii) *Bike racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle

rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.

(iv) *Shared parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.

(1) *Shared parking between developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.

(2) *Shared parking agreements.* If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.

(3) *Shared spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.

3. Maximum number allowed for residential and non-residential uses. Residential and non-residential developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:

- (a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

(b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:

- (i) Bioswales
- (ii) constructed wetlands
- (iii) pervious pavement
- (iv) other such techniques that aid in improving water quality and quantity as approved by the City Engineer

(c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.

4. Parking ratio calculation. The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:

a. rounded to the next higher whole number when the fraction is 0.5 or higher.

b. rounded to the next lower whole number when the fraction is less than 0.5.

5. On-street parking. Each permitted on-street parking space adjacent to a project frontage may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator.

6. Motorcycle and scooter parking. (1) Motorcycle and scooter parking. In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces

for a use or combination of uses shall be striped as a motorcycle and scooter parking space.

7. Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03

TABLE 3
PARKING RATIOS
(Use/Required Spaces)

Residential

Single-family, duplex, triplex	2 per dwelling unit
Multi-family or townhouse	1 per bedroom

Commercial

Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair
Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee
Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.
Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft. of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA

Retail fuel sales with convenience stores	1 per 250 square feet of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.

Office

Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA

Public and Institutional Uses

Nonprofit Commercial

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats
College dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area
Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units

Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School--elementary and junior high	1 per employee plus 1 space per classroom
School--senior high	1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA
Extractive uses	Adequate for all employees, trucks, and equipment

Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
Bowling alley	6 per lane
Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen

Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space
Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court
Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA

PROPOSED CODE CHANGES SHOWN IN ~~STRIKEOUT~~-HIGHLIGHT/UNDERLINE

172.05 Standards For The Number Of Spaces By Use

(A) Required parking.

~~(1) Required number of spaces. A proposed use shall conform to the established parking ratios listed in Table 3. The minimum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards. For all parking space requirements resulting in a fraction, the fraction shall be:~~

~~(a) rounded to the next higher whole number when the fraction is 0.5 or higher.~~

~~(b) rounded to the next lower whole number when the fraction is less than 0.5.~~

~~(2) Change of use - existing structure. A change of use in an existing structure may be permitted if the use adequately meets the minimum parking ratio standards herein. A change of use shall not be penalized for existing parking spaces that exceed the required parking ratios included in this chapter.~~

~~(3) Change of use - waiver. In Downtown Core, Main Street Center, and Downtown General zoning districts, parking requirements are waived for any existing structure with a change of use. New construction, razed buildings or enlarged buildings shall conform to the parking requirements of the City of Fayetteville. For enlarged buildings, additional parking spaces will be calculated by the amount of square footage that is added.~~

~~(4) Building footprint - waiver. In Downtown Core, Main Street Center and Downtown General zoning districts, parking requirements are waived for the square footage "footprint" of any building which existed and has been removed since October 1, 1995, in order to rebuild.~~

~~(5) Downtown Core, Main Street Center, and Downtown General Zoning Districts accessory outdoor use areas- Accessory outdoor patios, balconies, decks, and other similar outdoor use areas for restaurants and bars shall be exempt from meeting off-street parking requirements in the Downtown Core, Main Street Center, and Downtown General zoning districts.~~

Totally removed
this subsection

1. Non-residential use. There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces shall be limited based on the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05. The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use.

New code

2. Residential. The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3.

(a) Reductions for residential use. Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3 when the following standards are met:

(i) Transit stops. Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off street parking requirements by up to fifteen percent (15%).

(ii) Motorcycle and scooter spaces. Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one motorcycle/scooter space for one automobile space.

(iii) Bike racks. Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.

(iv) Shared parking. Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.

(1) Shared parking between developments. Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.

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the end of this
subchapter and
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(2) Shared parking agreements. If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.

(3) Shared spaces. Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.

3. Maximum number allowed for residential and non-residential uses. Residential and non-residential developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:

(a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

(b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:

- (i) Bioswales
- (ii) constructed wetlands
- (iii) pervious pavement
- (iv) other such techniques that aid in improving water quality and quantity as approved by the City Engineer

(c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.

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(b) rounded to the next lower whole number when the fraction is less than 0.5.

5. On-street parking. Each permitted on-street parking space adjacent to a project frontage may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator.

6. Motorcycle and scooter parking. (1) Motorcycle and scooter parking. In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.

7. Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03

TABLE 3
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Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair

This sentence was changed to allow increase or decrease in number of spaces by variance instead of conditional use

This section was cut from the end of this subchapter and pasted here

This section was cut from the end of this subchapter and pasted here with minor re-wording

Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee
Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.
Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft. of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA
Retail fuel sales with convenience stores	1 per 250 square feet of retail floor area. Owner may count spaces at pump islands as parking spaces.
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Public and Institutional Uses
Nonprofit Commercial

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats
College dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area
Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units
Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School--elementary and junior high	1 per employee plus 1 space per classroom
School--senior high	1 per employee plus 1 per 3 students based on design

	capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
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Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
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Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen
Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space
Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court
Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA

~~(B) On-street parking. Permitted on-street parking spaces adjacent to a project frontage may count toward the parking requirements for all development, subject to approval by the Zoning and Development Administrator. Each on-street parking space provided may count toward the total required parking spaces for the development.~~

~~(C) Off-street parking.~~

~~(1) Motorcycle and scooter parking. In parking lots containing 25 parking spaces or more, one (1) space for every 25 parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.~~

This section was cut from this location and pasted before Table 3

(2) ~~Maximum number allowed.~~ Developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:

- (a) ~~Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.~~
- (b) ~~Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:~~
 - (i) ~~Bioswales~~
 - (ii) ~~constructed wetlands~~
 - (iii) ~~pervious pavement~~
 - (iv) ~~other such techniques that aid in improving water quality and quantity as approved by the City Engineer~~
- (c) ~~Developments may increase the number of off-street parking spaces by an additional 5% when one (1), two-inch (2") caliper tree for every 10 additional parking spaces is planted on-site in addition to all other landscaping requirements.~~

(3) ~~Reductions.~~ Developments may utilize the following reductions to the required off-street parking ratios listed in Table 3 when the following standards are met:

- (a) ~~Transit stops.~~ Properties located within a quarter (0.25) mile radius of a transit stop may further reduce the minimum off-street parking requirements by up to fifteen percent (15%).
- (b) ~~Motorcycle and scooter spaces.~~ Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one motorcycle/scooter space for one automobile space.
- (c) ~~Bike racks.~~ Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one additional bicycle rack for one automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.
- (d) ~~Shared parking.~~ Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
 - (i) ~~Shared parking between developments.~~ Formal arrangements that share parking between intermittent uses with nonconflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.
 - (ii) ~~Shared parking agreements.~~ If a privately owned parking facility is to serve two or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.
 - (iii) ~~Shared spaces.~~ Individual spaces identified on a site plan for shared users shall not be shared by more than one user at the same time.

(e) ~~Reduced parking within mixed use developments.~~ Parking requirements may be reduced where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.

- (i) ~~Request for parking space reduction.~~ A shared parking plan must be prepared to the satisfaction of the Planning Commission showing that parking spaces most conveniently serve the land uses intended, directional signage is proved if appropriate, and pedestrian links are direct and clear.
- (ii) ~~Calculating parking space reductions.~~ Parking space reductions can be determined by a calculation using Table 4, Parking Occupancy Rates. If the calculation does show a parking space regulation reduction to be feasible, the applicant shall submit a parking reduction worksheet showing the

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process for calculating the reduction as outlined herein. The calculation using Table 4, Occupancy Rates shall be conducted as follows:

- (a) ~~Determine minimum spaces required.~~ The minimum number of parking spaces that are to be provided and maintained for each use shall be determined by using Table 3, Parking Ratios.
- (b) ~~Calculate occupancy rates.~~ The minimum number of parking spaces shall be multiplied by the "occupancy rate" (the percentage) provided in Table 4, Parking Occupancy Rates, for each use for the weekday night, daytime and evening periods, and weekend night, daytime and evening periods, respectively.
- (iii) ~~Sum parking spaces.~~ Sum the parking spaces for the combined uses for each time period. The number of parking spaces from the time period with the highest calculated number of parking spaces shall be the number of spaces required for the shared parking facility

TABLE 4
Parking Occupancy Rates
(Percent of basic minimum needed during time period)

Uses	M-F 8am- 6pm	M-F 6pm- 12am	M-F 12am- 6am	Sat. & Sun. 8am- 5pm	Sat. & Sun. 6pm- 5pm	Sat. & Sun. 12am -6am
Land Use Categories						
Residential	60%	100%	100%	80%	100%	100%
Commercial*	90%	80%	5%	100%	70%	5%
Office	100%	20%	5%	5%	5%	5%
Public & Institutional Uses (non- church)	100%	20%	5%	10%	10%	5%
Public & Institutional Uses (church)	10%	5%	5%	100%	50%	5%
Manufacturing/ Industrial	100%	60%	40%	50%	30%	10%
Warehouse/ Wholesale	100%	20%	5%	5%	5%	5%
Recreation	40%	100%	10%	80%	100%	50%
Specific Commercial Uses						
Hotel	70%	100%	100%	70%	100%	100%
Restaurant	70%	100%	10%	70%	100%	20%
Theater	40%	80%	10%	80%	100%	10%
Conference/ Convention	100%	100%	5%	100%	100%	5%

Source: Shared Parking Planning Guidelines, Institute of Transportation Engineers.

*Some specific uses have different occupancy rates. Check under "Specific Commercial Uses" with the rest of the table.

(4) Increases or reductions in excess of those identified herein shall be allowed only as a conditional use and shall be granted in accordance with Chapter 163, governing applications of conditional uses, procedures, and upon the finding that the increase or reduction is needed.

(Ord. 4567, 05-04-04; Ord. 4930, 10-03-06; Ord. 5118, 3-18-08; Ord. 5297, 12-15-09; Ord. 5435, 8-16-11)

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section
was
totally
removed

Submitted by Commissioner Tom Brown at the 07-13-2015 meeting

ADM 15-5088 Non-residential Parking Requirements (UDC CH 172.05)

1. We live in a city with an urban form that has historically been influenced by the automobile. Our goal is to transition to a more walk able, bike able, transit orientated urban environment, but it will take time.
2. Eliminating minimum non-residential parking standards (ratios) may help push us to develop a more walk able, bike able, transit orientated urban form. But, what will be the cost of this abrupt transition? More tension between bordering residential and non-residential uses over limited parking resources or the loss of commercial uses because they are not able to adjust their business model to fewer drive in costumers.
3. Minimum non-residential parking standards (ratios) are an important tool in managing the impacts of limited parking resources on the city.
4. Along the urban transect, the minimum non-residential parking standard in the city's Agricultural and Rural Residential areas provide us with a tool to require drainage and vegetation mitigation in response to excess impervious surface conditions that may result when developers request parking in excess of the parking minimum.
5. While at the other end of the transect, in City Neighborhood and Urban Center areas where densities and land values are greater the minimum non-residential parking standards can be used to manage the negative impacts of new developments on existing adjacent residential uses involving the competition for limited parking resources.
6. At this time, I find it difficult to support the complete elimination of existing minimum parking standards (ratios), because we will need all the tools we have as we transition to a more "walk able, bike able, transit orientated city". But, I am ready to listen as we explore the attractiveness of making the proposed change or any other change in Chapter 172 of the UDC.
7. As an alternative, I would like to offer the suggestion to consider expanding Chapter 172 of the UDC to:
 - Add a citywide provision to give future developers the option of paying a fee in lieu of providing onsite parking that meets the minimum-parking standard.
 - Add reference to the existing down town "in lieu fee" detailed in UBC Chapter 156.03.
 - Add a detailed statement describing the objective of making the City more walk able, bike able and transit orientated.
 - Begin an intensive counseling effort by Planning Staff with future applicants to consider how best Chapters 156 and 172 can be applied.

Releasing the Parking Brake on Economic Development

Cities flourish with reduced parking requirements.

By **BRIAN CANEPA** and **JOSHUA KARLIN-RESNICK**



THE COST IS INVISIBLE TO CONSUMERS AND POLICY MAKERS, but every developer knows just how much parking requirements figure into any pro forma. **↓↑** The minimum requirements in place in most municipalities—one to two spaces per residential unit—add an estimated six to 16 percent to per-unit costs through a combination of construction expenses and the opportunity costs of using a limited development envelope on car storage rather than revenue-generating living space. **↓↑** Requirements for retail uses are often much higher. A recent study by the Transportation Research Board found that parking was oversupplied in mixed use districts by an average of 65 percent, meaning that between four and 10 percent of the added costs—likely much more for nonresidential uses—are pure waste. **↓↑** Developers and planners in Petaluma, California, can attest to the power of eliminating this form of forced waste. Fifteen years ago, Petaluma's Theatre District was marked by surface parking, vacant lots, and derelict industrial buildings. Planners considered it a prime opportunity to extend and reinvigorate its downtown with a mixed use district anchored by a multiscreen cinema. In the end, easing parking requirements in the area became crucial to making that vision a reality. **↓↑** Instead of forcing the developer, Basin Street Properties, to provide as much as one space per 50 or 100 square feet of bar or restaurant, the city allowed the company to determine how much parking was reasonable. Considering the on-street parking supply in the area and how the project's different uses might have different periods of peak parking demand, the developer settled on one space per 300 square feet across the project.

Getting parking right might be a more dependable and longer lasting form of economic development.

Vin Smith, a planning consultant who represented Basin Street in the planning and entitlement process, says the project would “absolutely not” have penciled out without the city’s flexibility on parking. “We easily saved a floor or two of parking garage construction,” Smith says. At a price tag of roughly \$20,000 per space, that means the reduced parking requirements saved as much as \$3 million.

Little more than a decade later, it’s obvious that the now built-out Theatre District provides a compelling argument for that kind of flexibility. The area is alive on Friday night: Residents are arriving home from work, office workers are heading to happy hour, and people are walking to catch a movie at the 12-screen Boulevard Cinemas, a meal at Bistro 100, or to find something sweet at MoYo’s Frozen Yogurt Lounge. Smith, who lives in the area, says the parking supply is well used but not overloaded.

A critical time

For the last century or so, cities have been struggling with the paradox of parking: Cars need large amounts of space, but making room for them comes at a direct cost to the vibrancy that makes the people in the cars want to come in the first place.

A 2013 study called “The Effects of Urban Fabric Changes on Real Estate Property Tax,” by researchers at the University of Connecticut, estimated that Hartford dedicates 15 percent of CBD land area—more than 7.5 million square feet—to parking. If each office worker needs 250 square feet of building space (a conservative estimate), that means the city could accommodate 30,000 additional sorely needed jobs if that land were dedicated to one-story office buildings rather than car-storage space.

The same study estimated that if the amount of land dedicated to surface parking had stayed the same as it was in 1950, the annual loss to government coffers would equal nearly \$22 million in Hartford, \$6.5 million in nearby New Haven, and \$3 million in Arlington, Virginia.

The story is doubtless the same in many cities across the country, and the lost economic activity is all the more damaging in an era of tight municipal budgets. Even as the economy recovers from the 2008 financial crisis, every underused parcel in a city’s downtown represents a costly missed opportunity.

Economic development is a central charge of local elected officials and their appointees, and their strategies often take the form of tax breaks for companies that promise a short-term infusion of jobs. Getting parking right might be a more dependable and longer lasting form of economic development.

Consider the examples of Ann Arbor, Michigan; Columbus, Indiana; and Sacramento, California. These three cities—of different sizes, with different development contexts, and in different parts of the country—have each reduced or eliminated off-street parking requirements downtown and in mixed use areas, yielding a range of benefits.

In some places, lifting onerous parking requirements has made infill development more financially viable, opening the door to projects that renew derelict buildings or activate what were previously inactive hardscapes or garbage-strewn lots. For others, it has simplified the development process, speeding the pace of revitalization.

In no cases have the reduced requirements led to the parking shortages or economic losses that are frequently feared.

Sacramento's sea change

Developer Michael Heller says that for years, Sacramento was a large central city with lofty, progressive ideals but conservative parking practices that more or less matched those in the suburbs, where land was plentiful enough to make it easy to surround a building with a sea of parking at a reasonable cost. Where land was much scarcer, the requirements led to either scaled down ambitions or time-consuming, costly, and highly political efforts to waive parking requirements and make projects viable.

"On one side of their mouths, everyone at the city was espousing green principles and encouraging transit-oriented development, but on the development-application processing side, you had to deal with this antiquated code," Heller says. "You got pulled in two directions."

All that changed in 2012. The city eliminated parking minimums in its Central Business and Arts and Entertainment districts, reduced minimums in some other parts of the city, and allowed developers to reduce those already lower requirements with programs and facilities that encouraged access by non-auto modes. The changes were rooted in a study that found that even at peak times, between 40 and 65 percent of spaces were unoccupied in five focus areas in central Sacramento.

The reforms have led to a sea change in the development process. Under the old regime, most developers found they simply did not have the land to build all the required parking and would instead apply for a waiver. Processing it would take anywhere from four to eight months and often ended up being a "lose-lose situation," says Greg Sandlund, an associate planner for the city who played a key role in the city's parking-requirement overhaul.

The planning commission and city council denied just one parking ratio waiver between 2000 and 2010, which meant that "the community got worked up and the development was delayed," even though the parking that was ultimately provided was far lower than the code required. "It became a game that only the sophisticated knew how to play," Heller says. "It wasn't a genuine process and it took a lot of time and money."

Today, the city's parking code aligns with the visions espoused in the general plan, allowing planners to simply enter "no planning issues" (that is, no planning problems) on applications for projects that are looking to build the amount of parking developers think is needed to compete in the marketplace. Heller points to two developments to explain how the code update changed his business.

In the mid-2000s, his company built the Midtown Art Retail Restaurant Scene, a block-long, mixed use, adaptive-reuse development in a thriving neighborhood just a few blocks east of the Califor-

**Today,
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are looking to build
the amount of
parking
developers think
is needed to
compete in
the marketplace.**

nia state capitol. Heller says it has 55,000 square feet of retail and office space, which means the parking regulations required roughly 150 dedicated parking spaces on a parcel that was already built lot line to lot line, with no room to add vehicle storage.

Heller cobbled together agreements with five small lots near the building to account for some of that parking and had to go to the planning commission to waive the rest of the requirement. The process was "a lot of work" and ultimately delayed the project by several months, he says.

Today, Heller is moving forward on another adaptive reuse project about a mile to the southwest, next to a light-rail station, called the Ice Blocks. With 60,000 square feet of office space, 50,000 square feet of retail, and 150 housing units, the project would have required more than 500 parking spaces under the old regulations. Instead, Heller is providing two spots for every three residential units and minimal parking for the office and retail space, and he will be implementing a robust transportation demand management program to encourage people to come to the site by other modes. The project is moving forward quickly, spared the expense and delays that had been a part of the previous process.

"The city really listened to us on this topic and took bold measures to embrace true green principles in the new parking code," Heller says. "I tip my hat to staff on this because the city is now teed up for real growth with a framework for progressive, thoughtful infill projects."

Sacramento's development market is still stuck in a post-economic-crisis slump, having built just 200 housing units last year, but Sandlund says that sparing developers from building millions of dollars' worth of unneeded parking has helped move more projects into the pipeline. "I don't think there's been an explosion of development, but if anything, at least the parking code isn't getting in the way of development," Sandlund adds.

There is evidence that larger economic impacts are right around the corner. One proposal that entered the pipeline last year was the i15 project, a proposed eight-story mixed use development with 96 residential units, more than 5,000 square feet of ground-floor retail, and zero on-site parking. The regulatory changes have also had a major impact on things like tenant improvements. Whereas transforming a retail space into one suitable for a restaurant, with higher parking requirements, would have required a lengthy trip through the waiver process, such improvements can be made by right today.

Columbus kicks the rules to the curb

Those unfamiliar with Columbus, Indiana (pop. 45,000), have no reason to suspect this small city would be on the cutting edge of parking policy. But

→ The 115 multifamily project, now in Sacramento, California's development pipeline, would never have been proposed for a small infill site if on-site parking had been required. Instead, residents with cars will use an adjacent existing public lot; those without cars will have access to Zipcars two blocks away and public transit just a block away.

in 2008, it eliminated parking requirements in its downtown district. The change was part of a larger effort to revitalize the area, and its implementation amounted to a "non-event," rooted in a "shared understanding of where downtown was going," says planning director Jeff Bergman, AICP.

"There was a feeling at the time that the local government, through the zoning ordinance, didn't have nor really could have enough information to accurately regulate parking downtown, not without potentially causing some sort of negative consequence," he says. Without reliable metrics, the city decided to leave these decisions to the market.

Bergman notes that the change has allowed developers and planners to focus on other aspects of projects, instead of getting hung up on whether a project was going to meet its parking requirements. This has led to better developments that reflect the true vision of developers and the needs of their tenants.

As an example, Bergman points to a regional headquarters for the First Financial Bank, in the southwest corner of downtown. The combined bank branch and office building development opened in 2014 with 62 surface parking spaces, built to accommodate the anticipated needs of employees traveling to the office for regular meetings.

Parking was a non-issue during the development approval process. And the limited parking approach has been successful from the developer's perspective.

The Cole, a four-story mixed use residential building across the street, is another development that has gone up since the regulatory change. The project wrapped around a redevelopment authority-sponsored parking garage that was already going up on the same block, and the developer was able to negotiate with the authority to reserve 200 spaces for use by the 146 residential units in the new building.

Developer Matt Griffin, who led the effort for the Buckingham Companies, says the Cole shows that eliminating parking requirements does not mean developers will stint on parking. In the case of the Cole and infill projects in other places, it has simply meant he has had the flexibility to provide only the amount of parking that his company thought was truly needed for the developments to succeed.

"Most jurisdictions are coming around to the point that at least for multifamily projects, it's our business, and if we underpark ourselves, we're going to destroy our primary cash flow," Griffin says.



Ann Arbor at the forefront

Although it is near the epicenter of the auto industry, Ann Arbor was an early trendsetter in minimizing the role of parking in the development equation; it eliminated most of its downtown parking requirements in the 1960s. Coupled with a long-standing commitment to building publicly owned and managed structured parking and pricing it at market rates, the lack of requirements laid the groundwork for what is one of Michigan's most vibrant downtowns. Ann Arbor boasts retail occupancy rates that are among the highest in the state and a mere three percent residential vacancy rate.

According to the city's zoning code, downtown projects that adhere to the letter of the code are not required to provide any parking, and those that exceed floor-area limits are required to provide just one space per 1,000 square feet of additional floor area, far lower than typical requirements.

Susan Pollay, executive director of the city's Downtown Development Authority, says the low requirements have had a direct impact on the city's development environment. "There has been a strategy that from the beginning [eliminated] parking at the heart of our zoning, so we've been able to build a strong downtown core," she says.

Over the years, developers have steadily gobbled up surface parking lots for projects. Of late, the focus has been in the area around East Washington and South Division streets. On that corner, Pollay says, a small building surrounded by surface parking was recently replaced by a 10-story residential building with a grocery store and fast-food restaurant on the ground floor and far less parking than zoning codes typically require.

BUFFALO, NEW YORK

“People walked around downtown and saw all this surface parking that is ample and underpriced and said, ‘We want development here, we want buildings here.’”

DANIEL HESS,
associate professor
of urban and regional
planning, University of
Buffalo

Next door, another residential high rise went up on a lot with a low building and surface parking lot. Across Washington, the McKinley Towne Center filled in its driveway with a new retail building to create a steady, active street front along East Liberty Street.

Across downtown, at the corner of Huron and Ashley streets, a recently built mixed use residential high rise with minimal parking will soon be joined by a new hotel that will provide no parking, replacing another low-density development surrounded by a sea of asphalt. There is plenty of parking in a city-owned parking garage down the block.

The University of Michigan’s tens of thousands of students, faculty, staff, and supporters provide a sizable and steady market for Ann Arbor businesses, which are located close to the campus. But the city shows that the fears that drive policy makers to err on the side of oversupplying parking are largely unfounded. If a tight parking supply really limited an area’s economic potential, Ann Arbor businesses would be struggling, university or not. Instead, despite high parking prices and long wait lists for garage permits, the development market could scarcely be hotter.

“Apartments are filled to the brim,” Pollay says. “If parking was the driving factor, that wouldn’t be the case because none of them are providing parking at the rates that would typically be required.”

An idea spreads

Buffalo, New York, may soon become the next example—and the biggest to date—of what can happen when a city takes parking out of the development-review process. At press time, the city was about to become the first in the country to eliminate parking re-

quirements citywide, in hopes of spurring development on some of its many surface parking lots.

The change was part of a zoning code update that was focused on revitalizing the city’s downtown, which today contains two parking spaces for every job. City officials saw those parking spaces as a massive opportunity.

“People walked around downtown and saw all this surface parking that is ample and underpriced and said, ‘We want development here, we want buildings here,’” says Daniel Hess, an associate professor of urban and regional planning at the University of Buffalo who has studied the city’s zoning code reform process.

That a Rust Belt city like Buffalo has eliminated parking minimums is evidence that we have come a long way in how we think about downtown development. The idea that providing ample parking was the key to economic success has begun to give way to the realization that too much parking can cause economic stagnation. Sacramento, Columbus, Ann Arbor, and, soon, Buffalo are leading examples of how much economic development potential is sitting right under many cities’ tires. ■

Brian Canepa is a principal and chief growth officer at Nelson\Nygaard Consulting Associates. Joshua Karlin-Resnick is an associate there. They worked on the Sacramento zoning code update and on Petaluma’s Theatre District development.

Parking Requirement Impacts on Housing Affordability, by the Victoria Transportation Policy Institute: vtpi.org/park-hou.pdf.

Parking in Mixed-Use Districts, by Rachel Weinberger and Joshua Karlin-Resnick, presented at the 94th annual Transportation Research Board meeting in 2015.

Putting a Cap on Parking Requirements

A way to make cities function better. By **DONALD SHOUP, FAICP**

Suppose the automobile and oil industries have asked you to devise planning policies that will increase the demand for cars and fuel. Consider three policies that will make cars essential for most trips. First, segregating land uses (housing here, jobs there, shopping somewhere else) will increase travel demand. Second, limiting density will spread the city and increase travel demand. Third, minimum parking requirements will ensure ample free parking almost everywhere, making cars the default way to travel.

American cities have unwisely embraced each of these car-friendly policies, luring people into cars for 87 percent of all their daily trips. Zoning ordinances that segregate land uses, limit density, and require lots of parking create drivable cities but prohibit walkable neighborhoods. Urban historians often say that cars have changed the city, but public policies have also changed the city to favor cars.

Minimum parking requirements are particularly ill-advised. In my book *The High Cost of Free Parking*, I argued that parking requirements subsidize cars, increase traffic congestion and carbon emissions, pollute the air and water, encourage sprawl, raise housing costs, degrade urban design, reduce walkability, exclude poor people, and damage the economy. To my knowledge, no one has argued that parking requirements do not have these harmful effects. Instead, a flood of recent research has shown that parking requirements do have these effects.

The high cost

Planners are put in a difficult position when asked to set parking requirements in zoning ordinances, largely because they do not know the parking demand at every site, or how much the parking spaces cost, or how the requirements increase the cost of development. Nevertheless, cities have managed to set parking requirements for hundreds of land uses in thousands of cities—the Ten Thousand Commandments for off-street parking.

Not knowing how much required parking spaces cost, planners cannot know how much the parking requirements increase the cost of housing. Small, spartan apartments cost much less to build than large, luxury apartments, but their parking spaces cost the same. Because many cities require the same number of spaces for all housing, the cost of required parking can consume the entire

subsidy intended for affordable housing.

Minimum parking requirements resemble an Affordable Parking Act. They make parking more affordable by raising the cost of housing and everything else. Using data on the cost of constructing parking spaces and shopping centers, I estimated that the parking requirement of four spaces per 1,000 square feet for a shopping center in Los Angeles increases the cost of building a shopping center by 93 percent if the parking is underground and by 67 percent if the parking is in an aboveground structure.

This cost increase is passed on to all shoppers. Parking requirements raise the price of food for people who are too poor to own a car to ensure that richer people can park free when they drive to a grocery store.

The median is the message

A single parking space can cost far more than the entire net worth of many American families. In recent research, I estimated that the average cost per space for parking structures in the U.S. is about \$24,000 for aboveground parking and \$34,000 for underground parking. We can compare the cost of a parking space with the net worth of U.S. households (the value of all assets minus all debts). In 2011, this median net worth was \$68,828 for all U.S. households, \$7,683 for Hispanic households and \$6,314 for black households.

Thus one underground parking space can cost five times more than the median net worth for all black households in the country. Nevertheless, cities require several parking spaces (at home, work, shopping, recreation, churches, schools, and many other places) for every household.

Many families have a negative net worth because their debts exceed their assets. Eighteen percent of all households, 29 percent of Hispanic households, and 33 percent of black households had zero or negative net worth in 2011. The only way these families can take advantage of all the parking cities require is to go further into debt to buy a car, which they must then support, often by financing it at a high subprime interest rate on a car loan.

In other words, cities require parking for every building without noticing the high cost of the required spaces or the burden placed on families who have little or no wealth.

Time for reform

Perhaps because of the growing doubts about minimum parking requirements, a few cities have begun to backpedal, at least in their downtowns. They recognize that parking requirements prevent infill redevelopment on small lots, where it is difficult and costly to fit both a new building and the required parking. And they see that parking requirements prevent new uses when older buildings lack the parking spaces required for those new uses.

'A city can be friendly to people or it can be friendly to cars, but it can't be both.'

—ENRIQUE PEÑALOSA, FORMER MAYOR OF BOGOTÁ, COLOMBIA

According to recent newspaper articles, many cities have reduced or removed their parking requirements. Some of the reasons: "to promote the creation of downtown apartments" (Greenfield, Massachusetts), "to see more affordable housing" (Miami), "to meet the needs of smaller businesses" (Muskegon, Michigan), "to give business owners more flexibility while creating a vibrant downtown" (Sandpoint, Idaho), and "to prevent ugly, auto-oriented townhouses" (Seattle).

Given this policy momentum, I thought the time to reform parking requirements in California had arrived when the legislature considered Assembly Bill 904 (the Sustainable Minimum Parking Requirements Act of 2012). AB 904 would have set an upper limit on how much parking cities can require in transit-rich districts: no more than one space per dwelling unit or two spaces per 1,000 square feet of commercial space. The bill defined these districts as areas within a quarter-mile of transit lines that run every 15 minutes or better.

AB 904 would limit how much parking cities can require, but it would not limit the parking supply. Developers could provide more than the required parking if they thought the demand justified the cost.

Why would a state want to adopt this policy? Federal and state governments give cities billions of dollars every year to build and operate mass transit systems, yet most cities require ample parking on the assumption that almost everyone will drive almost everywhere, even where public transit is available.

Twenty public transit lines serve the UCLA campus in Westwood, with 119 buses per hour arriving during the morning peak (7 to 9 a.m.). Nevertheless, across the street from campus, Los Angeles requires 3.5 parking spaces for every apartment that contains more than four rooms.

Los Angeles is building its Subway to the Sea under Wilshire Boulevard, which already boasts the city's most frequent bus service. Nevertheless, along parts of Wilshire the city requires at least 2.5 parking spaces for each dwelling unit, regardless of the number of rooms.

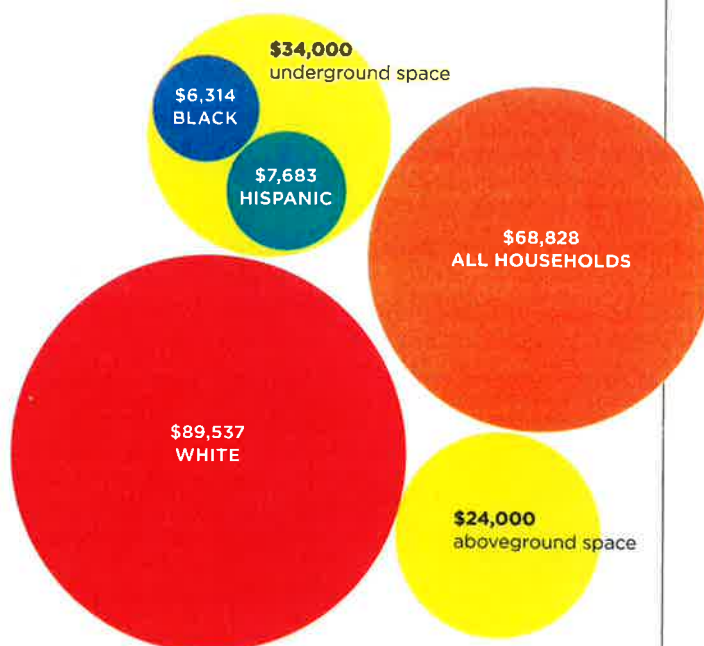
Also on Wilshire Boulevard, Beverly Hills requires 22 parking spaces per 1,000 square feet for restaurants, which means the parking lot is seven times larger than the restaurant. Public transit in this parking environment resembles a rowboat in the desert.

Why limit parking requirements?

The rationale for a limit on parking requirements in transit-rich districts is the same as the rationale for most city planning: The uncoordinated actions of many individuals can add up to a collective result that most people dislike. In this case, minimum parking requirements create an asphalt wasteland that blights the environ-

Parking inequity

The cost of one structured parking space far exceeds the median net worth of minority households.



SOURCES: U.S. CENSUS BUREAU, NET WORTH AND ASSET OWNERSHIP, 2011; DONALD SHOUR, IN *PARKING: ISSUES AND POLICIES*, 2014; GRAPHIC BY JOAN CAIRNEY

ment and compels people to drive. Limits on the parking requirements in transit-rich neighborhoods can reduce this blight by making redevelopment more feasible near transit stations.

How will reducing off-street parking requirements affect development? Zhan Guo and Shuai Ren at New York University studied the results when in 2004 London shifted from minimum parking requirements with no maximum to maximum parking limits with no minimum. Comparing developments completed before and after the reform, they found that the parking supplied after the reform was only 68 percent of the maximum allowed and only 52 percent of the previous minimum required.

This result implies that the previous parking minimum was almost *double* the number of parking spaces that developers would have voluntarily provided. The researchers concluded that removing the parking minimum caused 98 percent of the reduction in parking spaces, while imposing the maximum caused only two percent of the reduction. Removing the minimum was far more important than imposing a maximum.

Cities usually require or restrict parking without considering the middle ground of neither a minimum nor a maximum. This

behavior recalls a Soviet maxim: "What is not required must be prohibited." AB 904, however, was something new. It did not restrict parking but simply imposed a cap on minimum parking requirements, a far milder reform.

Aided by lobbying from the California Chapter of APA, opponents succeeded in defeating AB 904 in the legislature, but it has since been resurrected and revised, and will be reintroduced as a new bill in the next session.

There have been precedents for statewide limits on parking requirements. Oregon's *Transportation Systems Plan* requires local governments to amend their land-use and subdivision regulations to achieve a 10 percent reduction in the number of parking spaces per capita. The United Kingdom's transport policy guidelines for local planning specify that "plans should state maximum levels of parking for broad classes of development. . . . There should be no minimum standards for development, other than parking for disabled people."

These attempts to take state and national concerns into account suggest that, when left to their own devices, local governments require too much parking.

An arranged marriage

Many people believe that America freely chose its love affair with the car, but I think there was an arranged marriage. By recommending minimum parking requirements in zoning ordinances, the planning profession was both a matchmaker and a leading member of the wedding party.

Unfortunately, no one provided a good prenuptial agreement. Planners can now become marriage counselors or divorce lawyers where the relationship between people and cars no longer works well. Putting a cap on parking requirements is a good place to start.

Donald Shoup is a distinguished professor of urban planning at the University of California, Los Angeles, and the author of *The High Cost of Free Parking*, published in paperback by APA's Planners Press in 2011. He will retire later this year, and UCLA is launching a scholarship in his name. Details are at shoupista.com.

RESOURCES

FROM APA

The High Cost of Free Parking, by Donald Shoup, APA Planners Press, 2011 (paperback).

MORE

California Assembly Bill 904. The Sustainable Minimum Parking Requirements Act of 2012: shoup.bol.ucla.edu/AssemblyBill904.pdf.

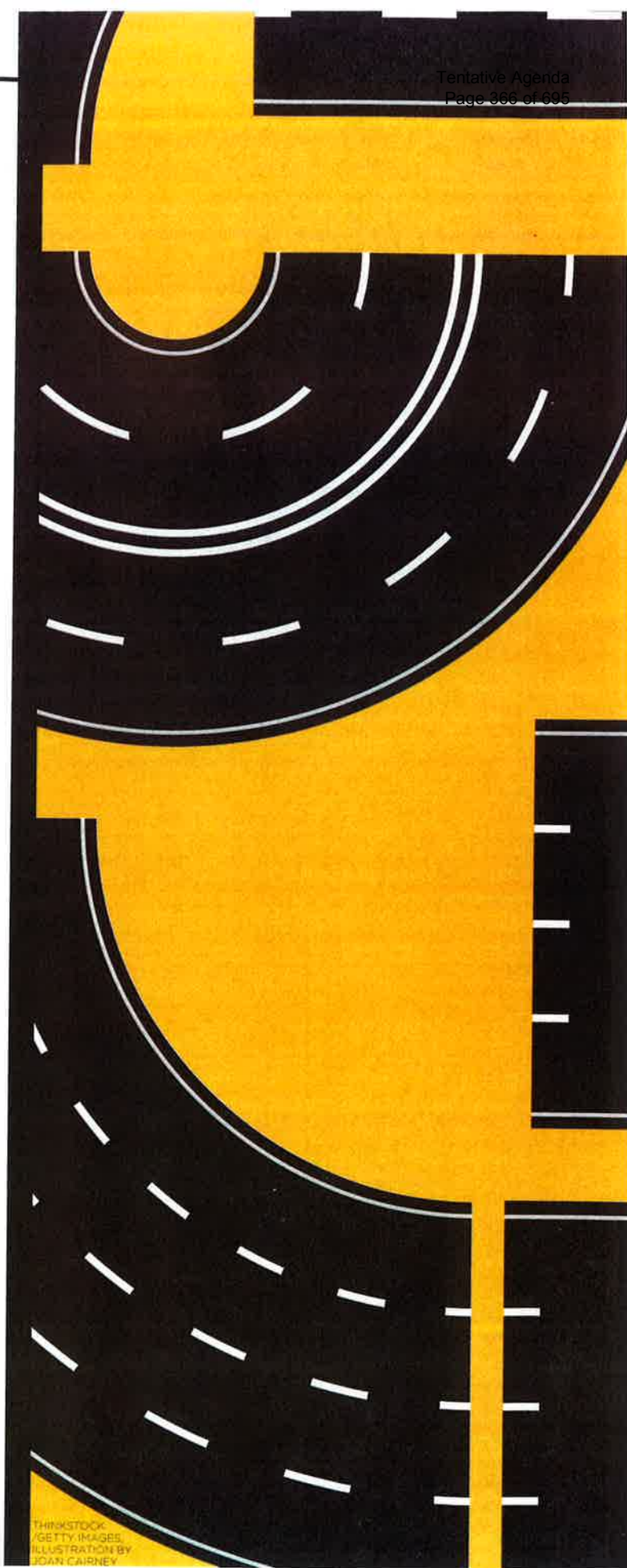
Zhan Guo and Shuai Ren. 2013. "From Minimum to Maximum: Impact of the London Parking Reform on Residential Parking Supply from 2004 to 2010." *Urban Studies* 50(6): 1183-1200.

Letters about AB 904 from mayors, planning academics, planning practitioners, and the California Chapter of APA are available here: shoup.bol.ucla.edu/LettersAboutAssemblyBill904.pdf.

Donald Shoup. "The High Cost of Minimum Parking Requirements," pp. 87-113 in *Parking: Issues and Policies*. Stephen Ison and Corinne Mulley (eds.). Emerald Group Publishing, 2014. shoup.bol.ucla.edu/HighCost.pdf.

Jessica Silver-Greenberg and Michael Corkery. "Rise in Loans Linked to Cars Is Hurting Poor," *New York Times*, December 25, 2014: idealbook.nytimes.com/2014/12/25/dipping-into-auto-equity-devastates-many-borrowers.

U.S. Department of Transportation, Bureau of Highway Statistics. 2015. National Household Travel Survey Daily Travel Quick Facts: rita.dot.gov/bts/sites/rita.dot.gov/bts/files/subject_areas/national_household_travel_survey/daily_travel.html.



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The trouble with minimum parking requirements

Donald C. Shoup *

Department of Urban Planning, University of California, Los Angeles, CA 90095-1656, USA

Abstract

Urban planners typically set the minimum parking requirements for every land use to satisfy the peak demand for free parking. As a result, parking is free for 99% of automobile trips in the United States. Minimum parking requirements increase the supply and reduce the price – but not the cost – of parking. They bundle the cost of parking spaces into the cost of development, and thereby increase the prices of all the goods and services sold at the sites that offer free parking. Cars have many external costs, but the external cost of parking in cities may be greater than all the other external costs combined. To prevent spillover, cities could price on-street parking rather than require off-street parking. Compared with minimum parking requirements, market prices can allocate parking spaces fairly and efficiently. © 1999 Elsevier Science Ltd. All rights reserved.

How can a conceptual scheme that one generation admiringly describes as subtle, flexible, and complex become for a later generation merely obscure, ambiguous, and cumbersome?

Thomas Kuhn

Urban planners set minimum parking requirements for every land use. These requirements typically ensure that developers will provide enough spaces to satisfy the peak demand for free parking. This article examines: (1) how urban planners set parking requirements, (2) how much the required parking costs, and (3) how parking requirements distort the markets for transportation and land. As a way to eliminate this distortion, I will propose that cities should price on-street parking rather than require off-street parking.

1. The shaky foundation of minimum parking requirements

Where do minimum parking requirements come from? No one knows. The “bible” of land use planning, F. Stuart Chapin’s *Urban Land Use Planning*, does not mention parking requirements in

* Tel.: +1-310-825-5705; fax: +1-310-206-5566; e-mail: shoup@ucla.edu

SELECTED LAND USES WITH MINIMUM PARKING REQUIREMENTS

Asylum	Indoor Soccer Facility	Rifle Range
Bingo Parlor	Junkyard	Slaughterhouse
Convent	Kennel	Taxi Stand
Diet Clinic	Landfill	Ultra-Light Flight Park
Exterminator	Massage Parlor	Veterinarian
Fraternity	Night Club	Wastewater Treatment
Gunsmith	Oil Change Shop	Zoo
Horse Stable	Pet Cemetery	

Source: Selected from the minimum parking requirements for 179 land uses in Planning Advisory Service (1991, 3).

Fig. 1. Selected land uses with minimum parking requirements.

any of its four editions.¹ The leading textbooks on urban transportation planning also do not mention parking requirements.² This silence suggests that planning academics have not seriously considered – or even noticed – the topic.

This academic neglect has not prevented practicing planners from setting parking requirements for every conceivable land use. Fig. 1 shows a small selection of the myriad land uses for which planners have set specific parking requirements. Without training or research, urban planners know exactly how many parking spaces to require for bingo parlors, junkyards, pet cemeteries, rifle ranges, slaughterhouses, and every other land use.

Richard Willson (1996) surveyed planning directors in 144 cities to learn how they set parking requirements. The two most frequently cited methods were “survey nearby cities” and “consult Institute of Transportation Engineers (ITE) handbooks”. Both strategies cause serious problems.

1.1. Survey nearby cities

Although surveying nearby cities seems a sensible way to set parking requirements, the Planning Advisory Service (1971), pp. 1–3) explains a serious problem with this approach:

Since the establishment of the principle that zoning ordinances may legally require the provision of off-street parking, ordinance drafters have been asking questions like: “How many spaces should be provided for a drive-in restaurant?” – or any other land use for that matter. The question is typically answered by relying upon what ordinances for other jurisdictions require... The implicit assumption is that other areas must know what they are doing (the ordinances were adopted, after all) and so it is a relatively safe bet to adopt a parking standard “close to the average”. *This may simply result in a repetition of someone else’s mistakes.* Nevertheless, the planner who needs to present a numerical standard by the next planning commission meeting cannot answer the original question by saying, “I don’t really know” (italics added).

Setting parking requirements by relying on what other cities require not only risks repeating someone else’s mistakes, but also fails to reveal where the requirements came from in the first place.

¹ See Chapin (1957, 1965), Chapin and Kaiser (1979) and Kaiser et al. (1995).

² See Dickey (1983), Hanson (1995), Meyer and Miller (1984) and Papacostas and Prevedouros (1993).

1.2. Consult ITE handbooks

To base parking requirements on more objective data, planners consult *Parking Generation*, published by the Institute of Transportation Engineers. For each land use, this publication reports the “parking generation rate”, defined as the peak parking occupancy observed in surveys by transportation engineers.

A vast majority of the data... is derived from suburban developments with little or no significant transit ridership... The ideal site for obtaining reliable parking generation data would... contain ample, convenient parking facilities for the exclusive use of the traffic generated by the site... *The objective of the survey is to count the number of vehicles parked at the time of peak parking demand* (Institute of Transportation Engineers, 1987a, vii–xv, italics added).

The ITE summarizes the survey results and reports the average peak parking occupancy observed at each land use as the parking generation rate for that land use. Half of the 101 reported parking generation rates are based on four or fewer surveys of parking occupancy, and 22% of the parking generation rates are based on a single survey.

Because parking is free for 99% of all automobile trips in the United States, parking must be free at most of the ITE survey sites.³ Parking generation rates therefore typically measure the peak demand for parking observed in a few surveys conducted at suburban sites that offer ample free parking and lack public transit. Urban planners who use these parking generation rates to set minimum parking requirements are making a big mistake.

Parking Generation is a questionable resource for several reasons. First, parking generation rates are inflated by the ample free parking. Second, no information is provided on several key issues. Why and where were the surveys conducted? How long did the surveys last? How long did the peak parking occupancy last? Finally, nothing is said about off-peak parking occupancy. *Parking Generation* raises more questions than it answers.

Fig. 2 shows the *Parking Generation*’s report for one land use, fast-food restaurants. At the 18 survey sites parking generation ranges from 3.55 to 15.92 parking spaces per 1000 square feet of floor area.⁴ The R^2 of 0.038 shows that the variation in floor area accounts for less than 4% of the variation in peak parking occupancy. Parking generation is essentially unrelated to floor area in the sample. Nevertheless, the *average* parking generation rate – normally interpreted as *the* relationship between parking demand and floor area for a land use – is reported as *precisely* 9.95 parking spaces per 1000 square feet of floor area.

Urban planners who consult ITE publications act like frightened natives before a powerful totem. For example, the median parking requirement for fast-food restaurants in the US is 10 spaces per 1000 square feet of floor area, the same as the ITE’s average parking generation

³ For all automobile trips made on the previous day, the 1990 Nationwide Personal Transportation Survey (NPTS) asked 48,000 respondents, “Did you pay for parking during any part of this trip”? Ninety-nine percent of the 56,733 responses to this question were “No”.

⁴ Gross floor area is the building’s total floor area, including cellars, basements, corridors, lobbies, stairways, elevators, and storage. Gross floor area is measured from the building’s outside wall faces.

FAST FOOD RESTAURANT WITH DRIVE-IN WINDOW (836)

Peak Parking Spaces Occupied vs: **1,000 GROSS SQUARE FEET LEASABLE AREA**

On a: **WEEKDAY**

PARKING GENERATION RATES

Average Rate	Range of Rates	Standard Deviation	Number of Studies	Average 1,000 GSF Leasable Area
9.95	3.55–15.92	3.41	18	3

DATA PLOT AND EQUATION

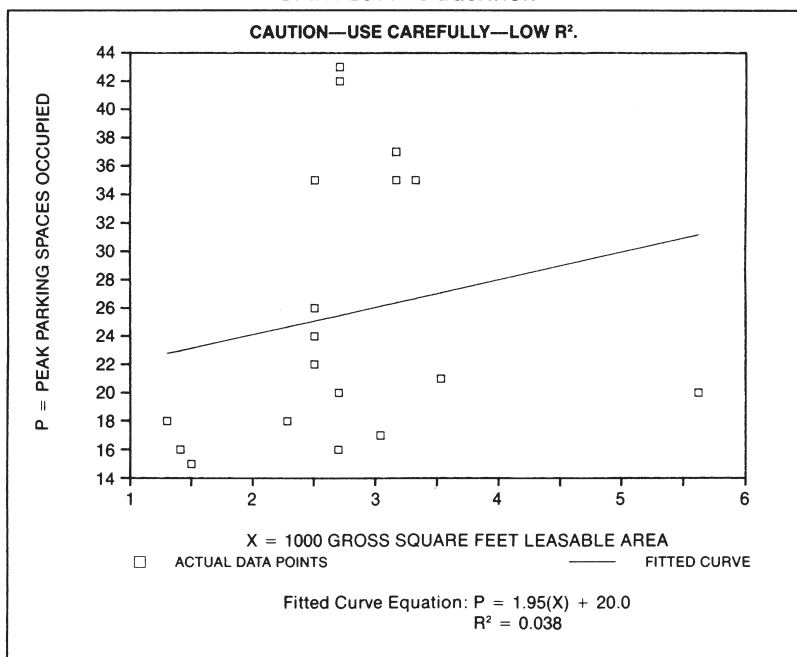


Fig. 2. Parking generation at fast food restaurants with drive-in windows. Source: Institute of Transportation Engineers (1987a, p. 146).

rate.⁵ Beyond the ITE's impressive professional reputation, the ITE data appeal to urban planners because minimum parking requirements are intended to meet the peak parking demand, and no one else provides systematic data that relate peak parking demand to land use.

2. Minimum parking requirements inflate trip generation rates

How do minimum parking requirements affect the demand for vehicle trips? The ITE publishes *Trip Generation* to show the demand for vehicle trips associated with various land uses. For each

⁵ The Planning Advisory Service (1991) surveyed the parking requirements in 127 cities. The median of 10 spaces per 1000 square feet is for the cities that base their requirements on gross floor area.

land use, this publication reports the “trip generation rate”, defined as the number of vehicle trips that begin or end at a land use during a given period. In choosing a survey site the Institute of Transportation Engineers (1987b), p. 23) recommends, “the site should be self-contained with adequate parking not shared by other activities”.

Half of the 1533 reported trip generation rates are based on four or fewer surveys, and 26% of the trip generation rates are based on a single survey. As with *Parking Generation*, the survey sites probably offer free parking. The trip generation rates therefore typically measure the number of automobile trips observed in a few surveys conducted at sites with free parking. Free parking inflates the trip generation rates because vehicle trip demand is higher where the price of parking is lower.

Fig. 3 shows *Trip Generation’s* report for fast-food restaurants. It shows the total number of vehicle trips to and from each survey site during a 24-h period from Monday to Friday. Trip

FAST FOOD RESTAURANT WITH DRIVE-THROUGH WINDOW (834)

Average Vehicle Trip Ends vs: **1,000 SQUARE FEET GROSS FLOOR AREA**
On a: **WEEKDAY**

TRIP GENERATION RATES

Average Weekday Vehicle Trip Ends per 1,000 Square Feet Gross Floor Area				
Average Trip Rate	Range of Rates	Standard Deviation	Number of Studies	Average 1,000 Square Feet GFA
632.125	284.000–1359.500	*	8	3.0

DATA PLOT AND EQUATION

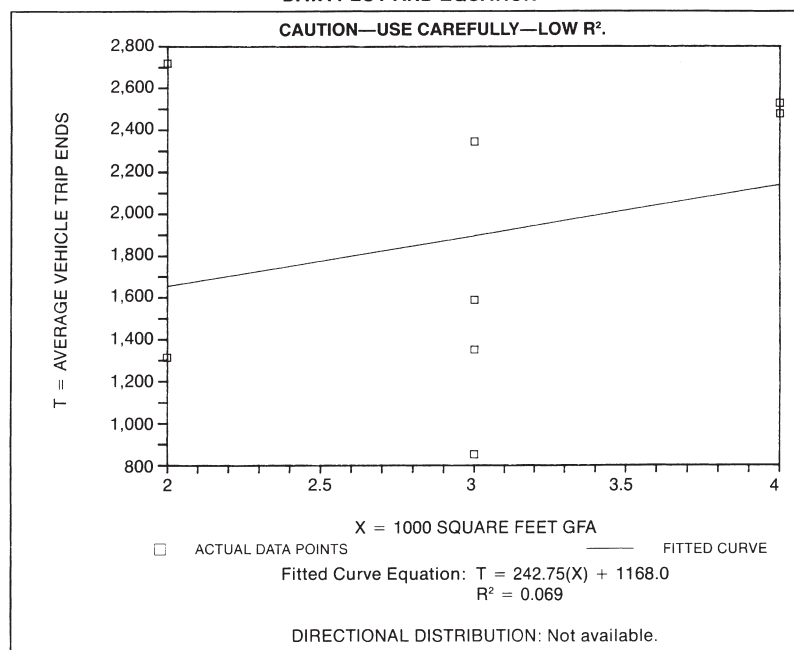


Fig. 3. Trip generation at fast food restaurants with drive-through windows. Source: Institute of Transportation Engineers (1987b, p. 1119).

generation ranges from 284 to 1,359.5 vehicle trips per day per 1000 square feet of floor area among the eight survey sites. The R^2 of 0.069 shows that the variation in floor area accounts for less than 7% of the variation in vehicle trips. Trip generation is essentially unrelated to floor area in the sample. Nevertheless, the *average* trip generation rate – normally interpreted as *the* relationship between vehicle trips and floor area for a land use – is reported as *precisely* 632.125 vehicle trips per day per 1000 square feet of floor area.

2.1. Parking generation compared with trip generation

To test the reliability of parking and trip generation rates, we can compare the number of vehicle trips per day *to* fast-food restaurants with the peak parking demand *at* fast-food restaurants. The number of daily round trips to a site divided by the number of parking spaces at the site can be interpreted as the parking turnover rate, which is the number of different cars that occupy a parking space during the day. Table 1 shows both the trip generation rates (expressed in round trips, or half the number of trip ends) and parking generation rates per 1000 square feet of floor area for all the land uses that are common between the *Trip Generation* and *Parking Generation* editions published in 1987 (the most recent edition of *Parking Generation*).

The final column of Table 1 shows the parking turnover rate. For example, on an average weekday a fast-food restaurant generates 316.1 vehicle-round-trips and a peak parking occupancy of 10 spaces per 1000 square feet of floor area. Therefore, 32 different cars occupy each parking space during an average day ($316.1/10$).

Table 1
Trip generation rates compared with parking generation rates (per 1000 square feet)

Land use	Trip generation rate (round trips/day)	Parking generation rate (parking spaces)	Trips per parking space per day (round trips/space)
Manufacturing	1.9	1.6	1.2
Furniture store	2.2	1.2	1.8
Industrial park	3.5	1.5	2.4
Residential condominium	2.9	1.1	2.6
Quality restaurant	47.8	12.5	3.8
Warehousing	2.4	0.5	4.9
Motel	5.1	0.9	5.7
Retirement community	1.7	0.3	6.1
Church	3.8	0.4	9.0
Government office	34.5	3.8	9.0
Discount store	35.6	3.6	10.0
Hardware store	25.6	2.4	10.6
Supermarket	62.8	2.9	21.9
Tennis courts/club	16.5	0.7	23.2
Fast food w/ drive-thru	316.1	10.0	31.6
Fast food w/o drive-thru	388.6	11.7	33.3
Bank w/ drive-in	145.6	4.2	34.4
Bank w/ walk-in only	95.0	0.6	150.8
Convenience market	443.5	1.4	314.6

Sources: Institute of Transportation Engineers (1987a, b).

The parking turnover rate at furniture stores is only 1.8 cars per parking space per day, implying slow business. At churches it is a busy nine cars per space per day, heralding a religious awakening. At government office buildings it is also nine cars per space per day, suggesting that the state has not withered away. At tennis courts it is 23.2 cars per space per day, implying very short games but many of them.

These turnover rates are unreliable because the underlying parking and trip generation rates are often based on scant evidence (the parking or trip generation rate is based on only one survey for 4 of the 19 land uses). The surveys of parking generation for each land use were probably conducted at different sites and at different times from the surveys of trip generation. These bizarre turnover rates also suggest a more serious problem: the parking and trip generation rates are misleading guides to transportation and land use planning.

2.2. *The tail that wags two dogs*

Free parking is an unstated assumption behind both parking generation rates and minimum parking requirements. Transportation engineers do not consider the price of parking as a variable in estimating parking generation rates. Urban planners who set parking requirements make the same mistake. Urban planners interpret the ITE parking generation rates as the demand for parking, neglecting the fact that demand has been observed only where parking is free. The following five steps describe the dysfunctional interaction between transportation engineers and urban planners.

1. Transportation engineers survey parking occupancy at sites that offer ample free parking and lack public transit. The ITE summarizes the peak parking occupancies observed at each land use and reports the parking generation rate.
2. Urban planners use the parking generation rates to set minimum parking requirements for all land uses. Because the required parking supply is so large, the market price of parking is zero, and most new developments offer free parking.
3. Transportation engineers survey vehicle trips to and from sites that offer free parking. The ITE summarizes the data on vehicle trips observed at each land use and reports the trip generation rate.
4. Transportation planners design the roads and highways to satisfy the trip generation rates. Therefore, the transportation system provides enough capacity to satisfy the expected demand for vehicle trips to and from land uses that provide free parking.
5. Urban planners limit land use density so that new development will not generate more vehicle trips than nearby roads and highways can carry.

In this five-step process, the unstated assumption of free parking underpins planning for both transportation and land use. Peak parking occupancy observed at sites that offer free parking becomes the minimum number of parking spaces that all development must provide. Ubiquitous free parking then stimulates the demand for vehicle travel. The observed travel demand becomes the guide for designing the transportation system that brings cars to the free parking. Planners limit development density to prevent traffic congestion around the sites that offer free parking.

Because of this circular reasoning, free parking is the tail that wags two dogs – transportation and land use.

3. The cost of complying with minimum parking requirements

Theory and data play small roles in setting parking requirements, and so we should not be surprised that the requirements often look foolish. This foolishness is a serious problem because minimum parking requirements increase development cost and they powerfully shape land use, transportation, and urban form. While urban planners rarely consider the cost of parking requirements, developers rarely have the luxury of *not* considering this cost.

3.1. *The cost of parking spaces*

What does it cost a developer to comply with minimum parking requirements? We can estimate this cost by taking into account the number of required parking spaces and the cost per space. Appendix A presents evidence that aboveground structured parking often costs about US\$10,000 per space and that underground parking often costs about US\$25,000 per space. The most common parking requirement for an office building is four spaces per 1000 square feet of floor area.⁶ If aboveground parking costs US\$10,000 per space, the cost of providing the required parking is US\$40 per square foot of floor area ($4 \times \text{US\$10,000}/1000$). If underground parking costs US\$25,000 per space, the cost of the required parking is US\$100 per square foot of floor area ($4 \times \text{US\$25,000}/1000$).

In Los Angeles the average construction cost of an office building, excluding the cost of parking, is about US\$150 per square foot.⁷ Therefore, in this example, the cost of four *above-ground* parking spaces per 1000 square feet of office space increases the cost of the office space by 27% ($\text{US\$40}/150$). The cost of four *underground* parking spaces per 1000 square feet of office space increases the cost of the office space by 67% ($\text{US\$100}/150$).

Because motorists park free for most vehicle trips, they clearly do not pay the cost of providing parking spaces. If motorists do not pay for parking spaces, who does? Minimum parking requirements bundle the cost of parking spaces into the cost of development, and thereby increase the cost of all the goods and services sold at the sites that offer free parking. These requirements “externalize” the cost of parking, so that you cannot reduce what you pay for parking by con-

⁶ Two surveys of parking requirements in 117 cities in Southern California suggest that the typical parking requirement for office buildings is 4 spaces per 1000 square feet of floor area. The first survey was conducted in 1975, and it was repeated for the same cities in 1993 (Shoup, 1995). In both years the most frequent parking requirement (the mode) was 4 spaces per 1000 square feet of floor area. Sixty-five percent of the cities that required less than the mode in 1975 had increased their requirement by 1993, and none had reduced it. Eighty percent of the cities that required more than the mode in 1975 had reduced their requirement by 1993, and none had increased it. These changes doubled the percentage of cities requiring 4 spaces per 1000 square feet from 27% in 1975 to 54% in 1993.

⁷ The average cost of US\$150 per square foot refers to Class A, steel-framed office buildings. This figure includes construction cost, tenant improvement costs, and “soft” costs such as financing, insurance, and real estate taxes during construction, but excludes the cost of parking. This figure was supplied by the Los Angeles County Assessor.

suming less of it. Minimum parking requirements bypass the price system in the markets for both transportation and land.

3.2. *The cost of parking spaces compared with the cost of cars*

Minimum parking requirements increase the supply and reduce the price – but not the cost – of parking. To reveal the size of the resulting subsidy for parking, we can compare the value of parking and cars with what motorists pay for parking and cars.

Table 2 shows the number of registered vehicles and the capital value (in current dollars) of these vehicles for the years 1985–1995.⁸ For example, 202 million vehicles were registered in 1995, and this stock of vehicles was valued at US\$1079 billion, or US\$5352 per vehicle.⁹ How does this value of vehicles compare with the value of parking spaces?

Minimum parking requirements are intended to satisfy the expected peak demand for parking at every land use – at home, work, school, banks, restaurants, shopping centers, movie theaters, and hundreds of other land uses from airports to zoos. Because the peak parking demands at different land uses occur at different times of the day or week, and may last for only a short time, several off-street parking spaces must be available for every motor vehicle. Although no one knows the number of parking spaces per car, Gruen (1973) estimated that for every car there must be at least one parking space at the place of residence and three to four spaces elsewhere.

Suppose there are four parking spaces per vehicle. If the average vehicle is worth US\$5352 and if there are four parking spaces per vehicle, the average vehicle value per parking space is US\$1338 (US\$5352/4). Therefore, if the average land-and-improvement value of a parking space exceeds US\$1338, the average value of four parking spaces exceeds the average US\$5352 value per vehicle they serve. Because US\$1338 is a very modest sum for both the land and construction cost of a parking space, *the total value of all parking spaces probably exceeds the total value of all vehicles.*

Motorists pay for their vehicles (worth US\$1.1 trillion in 1995) but they park free for 99% of automobile trips.¹⁰ Motorists pay so little for parking because parking requirements bundle the cost of parking into the cost of development. Parking is free for most automobile trips only because its cost has been shifted in to higher prices for everything else. Everyone pays for parking whether they use it or not. Cars have many external costs, but the cost of parking in cities may be

⁸ The US Department of Commerce has estimated the total value of all fixed reproducible tangible wealth in the United States for the years 1929–1995. One category of this wealth is the capital value of all vehicles (cars and trucks). The capital value of an asset in each year is defined as the cumulative value of past gross investment in that asset minus the cumulative value of past depreciation.

⁹ Because 65% of all vehicles were more than five years old in 1995, depreciation explains the low average value of US\$5352 per vehicle.

¹⁰ The total receipts of all private and public parking operators in the United States was only US\$4.4 billion in 1992. Private operators received 83% of this revenue, and municipalities received 17%. The 1992 Census Data on Service Industries reports the revenue for private parking facilities, and the 1992 Census of Governments reports revenue from municipal parking facilities. Parking operators *receive* revenue that motorists do not pay when someone else pays it for them—as with validated and employer-paid parking. On the other hand, the Census data do not include the parking receipts of establishments primarily engaged in activities other than parking (department stores, hospitals, and restaurants, for example). If these two factors cancel each other, motorists paid about US\$4.4 billion for parking in 1992.

Table 2
The value of motor vehicles in the United States

Year	Registered vehicles (million)	Capital value of vehicles	
		Total (US\$ billion)	Per Vehicle (US\$/vehicle)
1985	172	614	3575
1986	176	688	3918
1987	179	731	4085
1988	184	790	4286
1989	187	833	4446
1990	189	868	4595
1991	188	879	4673
1992	190	910	4778
1993	194	961	4952
1994	198	1032	5211
1995	202	1079	5352

Sources: Katz and Herman (1997) for capital values and Federal Highway Administration (1995) for number of vehicles. Values are expressed in current dollars of each year.

far greater than all these other external costs combined. By hiding a huge share of the cost of owning and using cars in cities, minimum parking requirements intensify all the other problems of external cost (such as air pollution and traffic congestion), making an already bad situation far worse.

Minimum parking requirements distort transportation and land use. They are not, however, the first example of an unwise professional practice that has produced unintended consequences. A medical analogy illustrates the problem.

4. An analogy: lead poisoning

Parking requirements in urban planning resemble lead therapy in medicine. Lead has antiseptic properties because it is toxic to microorganisms, and until the 20th century physicians prescribed lead to treat many ailments. One popular medical treatise recommended using lead as a therapy for abscesses, burns, cancer, contusions, gout, gunshot wounds, inflammation, itch, piles, rheumatism, ruptures, sprains, stiffness of the joints, and ulcers.¹¹

Early physicians did not realize that lead is toxic to humans, and lead poisoning went largely unnoticed as a medical problem until the end of the nineteenth century. Nevertheless, a few early critics had recognized lead's harmful effects. As a printer, Benjamin Franklin had much contact with lead, and he wrote to a friend in 1786, "The Opinion of this mischievous effect from lead is at least above sixty year old; and you will observe with Concern how long a useful Truth may be known and exist, before it is generally receiv'd and practis'd on."¹²

¹¹ Goulard (1784), p. 2) says, "when the reader has perused the following treatise he will be inclined to think that this metal [lead] is one of the most efficacious remedies for the cure of most diseases which require the assistance of surgery".

¹² Quoted in McCord (1953), p. 398).

Lead continued to be used as medicine for more than a century after Franklin's warning, and folk remedies continue to use it as an ingredient today. Lead has local antiseptic properties, but any local benefit comes at a high price to the whole person.

4.1. Minimum parking requirements: urban lead therapy

Like lead therapy, minimum parking requirements produce a local benefit – they ensure that every land use can accommodate all the cars “drawn to the site”. But this local benefit comes at a high price to the whole city. Minimum parking requirements increase the density of both parking spaces and cars. More cars create more traffic congestion, which in turn provokes calls for more local remedies, such as street widening, intersection flaring, intelligent highways, and higher parking requirements. More cars also produce more exhaust emissions (which until recently included lead). Like lead therapy, minimum parking requirements produce a local benefit but damage the whole system.

Minimum parking requirements resemble other primitive medical practices that were adopted without good theory and careful empirical research. Describing a leading medical text written in 1896, Lewis Thomas (1981), p. 40) says.

The public expectation then, as now, was that the doctor would *do something*. There was no disease for which a treatment was not recommended... Every other page contains a new, complex treatment always recommended with the admonition that the procedure be learned by rote (since it rarely made any intrinsic sense) and be performed precisely as described. Acute poliomyelitis had to be treated by subcutaneous injections of strychnine; the application of leeches; the administration of belladonna, extract of ergot, potassium of iodide, and purgative doses of mercury; the layering of thick ointments containing mercury and iodine over the affected limbs; faradic stimulation of the muscles; ice-cold shower baths over the spine; and cupping... each of these with a dosage schedule to be followed precisely, some of them singly, others in various combinations... All of this has the appearance of institutionalized folly, the piecing together of a huge structure of nonsensical and dangerous therapy, and indeed it was. The pieces were thought up and put together almost like thin air, but perhaps not quite. Empiricism made a small contribution, just enough in the case of each to launch it into fashion.

I suspect that, looking backward a century from now, urban planners will see minimum parking requirements to have been no better than physicians now see lead therapy: a poison prescribed as a cure. Like many discredited and abandoned medical practices, minimum parking requirements are A “institutionalized folly”.

Many parking spaces are provided voluntarily rather than in response to requirements. And far from being a poison, parking is an indispensable part of the transportation system. What *is* poisonous, is for planners to require massive overdoses of parking.

Sometimes a disaster must occur to stimulate the reexamination of customary practices. Minimum parking requirements have produced no single disaster, but evidence of their harm confronts us everywhere – traffic congestion, air pollution, energy imports, the orientation of the built environment around the car, perhaps even global climate change. Although not their sole cause, minimum parking requirements magnify all these problems.

Likening parking requirements to lead poisoning is a criticism of current planning practice, not of individual planners. Physicians who prescribed lead were making an honest mistake. Urban planners who prescribe parking requirements are, I believe, also making an honest mistake. Although many planners may agree with this criticism, they may also feel that it is unhelpful unless the critic can propose a better way to deal with the parking problem. I will propose an alternative: *cities should price on-street parking rather than require off-street parking.*

5. An alternative: let prices do the planning

Minimum parking requirements are a mistake but they do respond to a real problem – spillover parking. If a land use does not provide enough off-street parking, some motorists drawn to the site will park on nearby streets, competing for the scarce curb parking supply. Urban planners know that this spillover parking creates enormous political problems. If spillover parking from a new development congests the adjacent curb parking, everyone nearby will angrily ask planners and politicians, “How could you let this happen”?

To prevent parking spillover where adjacent curb parking is free, new land uses must provide enough off-street spaces to satisfy the demand for free parking. Free curb parking explains why planners consciously or unconsciously base off-street parking requirements on the demand for free parking. In his survey of planning directors in 144 cities, Richard Willson (1996) asked “Why does your city have minimum parking requirements”? The most frequent response was the circular explanation “to have an adequate number of spaces”. In effect, planners treat free parking as an entitlement, and they consider the resulting demand for free parking to be a “need” they can measure.

Because parking requirements are so ingrained in planning practice, complaining about them may seem futile, like complaining about photosynthesis or gravity. If free parking were an entitlement and the planner’s goal were to prevent parking spillover, requiring enough off-street parking to meet the demand at zero price would make sense. But free parking is *not* an entitlement. As the alternative to requiring off-street parking, consider pricing curb parking.

5.1. The market price for curb parking

The market price for curb parking is the price that matches demand with supply and keeps a few spaces vacant. Traffic engineers usually recommend a vacancy rate for curb parking of at least 15% to ensure easy parking access and egress.¹³ If cities priced curb parking to balance supply and demand with a few vacant spaces on every block, motorists could always find a convenient parking space close to their final destination.

Fig. 4 illustrates the policy of market prices for curb parking. Because the supply of curb spaces is fixed, the supply of curb spaces available with a 15% vacancy rate is a vertical line positioned above the horizontal axis at an 85% occupancy rate. The demand curve slopes downward, and the market-clearing price of parking occurs where the demand curve intersects the vertical supply

¹³ See Brierly (1972), May (1975) and Witheford and Kanaan (1972).

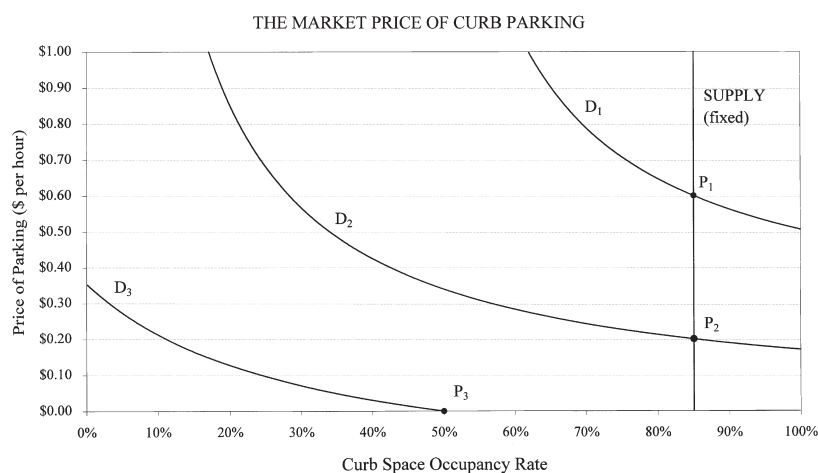


Fig. 4. The market price of curb parking.

curve. For example, when parking demand is high (demand curve D_1), the price that will yield a 15% vacancy rate is high (P_1 is 60¢/h). When demand is lower (demand curve D_2), a price of only 20¢/h will yield a 15% vacancy rate. When parking demand is lowest (demand curve D_3), the vacancy rate will be 50% even when parking is free.

If the price of parking is set too high, many parking spaces remain vacant, and a valuable resource is unused. If the price of parking is set too low, the occupancy rate reaches 100%, and motorists hunting for a vacant space waste time, congest traffic, and pollute the air. Because the demand for parking rises and falls during the day but the supply of parking is fixed, demand-responsive parking prices would necessarily rise and fall to maintain an “inventory” of vacant parking spaces on each block. The lowest price that will yield a vacancy rate of about 15% is the market price of curb parking.

Obviously, prices cannot constantly fluctuate to maintain a vacancy rate of *exactly* 15%, but they can vary sufficiently to avoid chronic over- or under-occupancy. Commercial parking operators always set prices high enough to avoid regularly putting out the “full” sign, and cities could contract with commercial operators to price curb parking properly, if necessary.

5.2. Parking benefit districts

Elsewhere I have argued that market prices can effectively regulate the off-street parking supply, and that the government’s chief contribution should be to set market prices for curb parking. I have also argued that, to make this pricing solution politically popular, cities could establish Parking Benefit Districts that dedicate curb parking revenue to pay for public services in the neighborhood where the revenue is collected.¹⁴ If the benefits financed by parking charges were visible and local, residents would want to charge market prices for curb parking for the revenue,

¹⁴ See Shoup (1992, 1994, 1995, 1997) for the proposal to use the revenue from market-priced curb parking to finance neighborhood public services. Several new technologies can charge for curb parking without using conventional parking meters. Cities have also begun to subcontract with private enterprises to collect curb parking revenue.

not because they thought it good public policy. Residents who benefit from parking charges paid by strangers would begin to think like parking lot owners.

The *economic* argument to charge for curb parking is *efficiency* – the benefits would outweigh the costs. The *political* argument to create Parking Benefit Districts is *distribution* – the benefits for neighborhoods would lead residents to vote for the proposal. Parking meters have few friends if their revenue disappears into the city's general fund. Curb parking revenue needs the appropriate recipient – its neighborhood – before residents will recommend market prices for parking. For example, parking revenue could pay to plant street trees, repair sidewalks, or put utility wires underground. Curb parking charges would yield more revenue than the property taxes in many neighborhoods, so many residents could reap enormous benefits. Charging strangers to park in front of your house is like Monty Python's scheme for Britain to tax foreigners living abroad.

Charging for parking does not require a meter at every space. Several payment systems – from high-tech electronic in-vehicle meters and multispace meters to low-tech paper stickers – have eliminated the practical and aesthetic objections to charging for parking. Where the potential revenues are high and the collection costs are low, the transaction costs of charging for parking are not a serious objection. The problem is political, not technical, and dedicating curb parking revenue to its neighborhood can solve the political problem.

6. A model of parking choice

If market prices allocated parking spaces, how would motorists decide where to park? A simple model of parking choice will help to answer this question. To anticipate the results, market prices will allocate the most convenient parking spaces to motorists who: (a) carpool, (b) park for a short time, (c) walk slowly, and (d) place a high value on reducing walking time. Conversely, market prices will allocate the peripheral parking spaces to motorists who: (a) drive alone, (b) park for a long time, (c) walk fast, and (d) place a low value on reducing walking time.

6.1. Variables in the model of parking choice

Suppose the price of parking is highest at the destinations where parking demand is highest, and that the price declines with distance from these destinations. Since the price of parking increases as you drive toward your destination, you will pay more money to park closer to your destination but you will also spend less time walking from your car to your destination. Given the trade-off between money spent on parking and time spent on walking, where should you park your car and walk the rest of the way?

To find the optimal parking space, consider the following variables (and their dimensions): d is the distance from parking space to final destination (miles), $p(d)$ is the price of parking at distance d from the final destination (US\$/hour), t is the parking duration (hours), w is the walking speed from parking space to final destination (miles/hour), n is the number of persons in the car (persons) and v is the average value of time spent walking (\$/hour/person).

The total cost associated with parking at any location is the money cost of parking plus the time cost of walking from the parking space to the final destination and back. The money cost of

parking equals the parking duration multiplied by the price per hour, or $tp(d)$.¹⁵ The time to walk from the parking space to the final destination and back is $2d/w$, the distance walked divided by the walking speed. To convert this time cost of walking into its money equivalent we can multiply the walking time by the dollar value of time, v . Because everyone in the car, n , experiences this time cost, the (monetized) cost of time spent walking equals $2nvd/w$.¹⁶ At distance d from the final destination the total cost of parking and walking is therefore

$$tp(d) + 2nvd/w. \quad (1)$$

The first term of the expression is the money cost of parking, and the second term is the (monetized) time cost of walking from the parking space to the final destination and back.

6.2. The optimal parking space

What parking location minimizes the total cost of parking and walking? As you drive toward your destination the cost of parking increases and the cost of walking decreases. The minimum total cost of parking *and* walking occurs where the increase in the money cost of parking balances the decrease in the time cost of walking. If the money cost of parking increases *less* than the time cost of walking decreases as you approach your destination, you should keep driving. If the money cost of parking increases *more* than the time cost of walking decreases, you have driven too far.¹⁷

Differentiating equation (1) with respect to d and setting the result equal to zero gives the distance from a final destination that minimizes the total cost of parking and walking.

$$t\partial p/\partial d + 2nv/w = 0 \text{ and } -t\partial p/\partial d = 2nv/w. \quad (2)$$

The changes in the money cost of parking ($t\partial p/\partial d$) and the time cost of walking ($2nv/w$) are equal in value and opposite in sign for any small movement from the location that minimizes the total cost of parking *and* walking. A parking space substantially *closer* to your final destination will increase the money cost of parking by more than it reduces the time cost of walking. A parking space substantially *farther* from your destination will increase the time cost of walking by more than it reduces the money cost of parking. The optimal parking space perfectly balances greed and sloth.

¹⁵ I assume that you know how long you want to park. Alternatively, you may know only the expected value of how long you want to park. In either case, you pay only for the exact time that you park. The parking charge is a linear function of the number of minutes you park, with no advance commitment to how long you will park.

¹⁶ The value of time is the price you are willing to pay to reduce the time spent walking between your parking space and your final destination. It will depend on whether you are in a hurry, how tired you are, packages you are carrying, the weather, and many other circumstances that can vary greatly from trip to trip.

¹⁷ This parking location model resembles the Alonso-Mills-Muth housing location model. Muth (1969), p. 22) explains that the equilibrium housing location is where “the reduction in expenditure necessary to purchase a given quantity of housing that results from moving a unit distance away from the market (equals) the increase in transport costs occasioned by such a move”. If we substitute the words “parking” for “housing” and “walking” for “transport” in this extract, Muth is describing the equilibrium parking location. The quantity of space occupied is variable in the housing decision but fixed in the parking decision, while the time that space is occupied is fixed in the housing decision but variable in the parking decision.

6.3. An example

Suppose the price of parking is US\$1/h at your destination, and that the price declines with distance from your destination according to the negative exponential formula

$$p(d) = \$1e^{-2d}. \quad (3)$$

Eq. (3) implies that the price of parking, p , declines with distance, d , from the center, and that the slope of the curve relating price to distance also declines with increasing distance from the center (see Fig. 5). A negative exponential curve is typical of the relationship between commercial parking prices and the distance from activity centers.

Suppose that you want to park for 4 h ($t = 4$), you are alone ($n = 1$), your time is worth US\$8/h ($v = \text{US\$8}$), and you walk 4 miles an hour ($w = 4$). Fig. 5 shows the cost of parking and of walking as a function of parking d miles from your destination. The money cost of parking 4 h is $\text{US\$}4e^{-2d}$, which declines with distance from your destination.¹⁸ The time cost of walking is $(2 \times 1 \times \text{US\$8}/4)d$, which increases with distance from your destination. The total cost of parking and walking (the upper curve in Fig. 5) reaches its minimum value of US\$3.35 at a distance somewhere between 0.3 and 0.4 miles from your destination. To minimize the total cost of parking and walking you should park about a third of a mile from your destination and walk the rest of the way.¹⁹

Solving Eq. (2) gives the exact distance that minimizes the total cost of parking and walking. Substituting Eq. (3) into Eq. (2) and solving for the optimal distance from a final destination, denoted as d^* , gives

$$d^* = [-\log_e(nv/tw)]/2. \quad (4)$$

Given the values of $n = 1$ person, $v = \text{US\$8 h}$, $t = 4$ h and $w = 4$ miles an hour, the value for d^* in Eq. (4) is 0.34 miles. At this distance the price of parking is 50¢/h, so the cost of parking four hours is US\$2. Walking the round trip of 0.68 miles from parking space to final destination and back at four miles an hour will take about 10 min. If time costs US\$8/h, 10 min will cost US\$1.35. The minimum total cost of parking and walking to your destination is thus US\$3.35 for the trip (see Fig. 5).²⁰

¹⁸ The exponential relationship implies that the parking price gradient gets steeper as you approach your destination (the absolute value of $\partial p/\partial d$ increases as d approaches 0).

¹⁹ Automobile speed and operating cost have been neglected but are easily added to the model. Parking closer to your destination increases driving time and automobile operating cost. Therefore, the total time-and-money cost of driving, parking, and walking is minimized where the total value of driving and walking time saved by parking closer equals the total parking and automobile operating cost added by parking closer. If a denotes automobile operating cost (US\$/mile), and s denotes driving speed (miles/hour), total cost is minimized where $t(\partial p/\partial d) = -2nv(1/w - 1/s) + 2a$. If a is low and s is high, they are negligible parts of the decision, and the solution for d^* reduces to Eq. (4).

²⁰ If you want to spend 4 h at your destination, the 10 min walking time must be added to the time at your destination, so the total parking duration will be 4 h and 10 min. The additional parking duration will add another 8.54¢ to the parking cost. This result suggest that you should park a bit closer to your destination when you consider the effect of walking time on the total parking cost. To simplify the discussion, this factor has been neglected. A negative value of d^* implies that you should park at your destination.

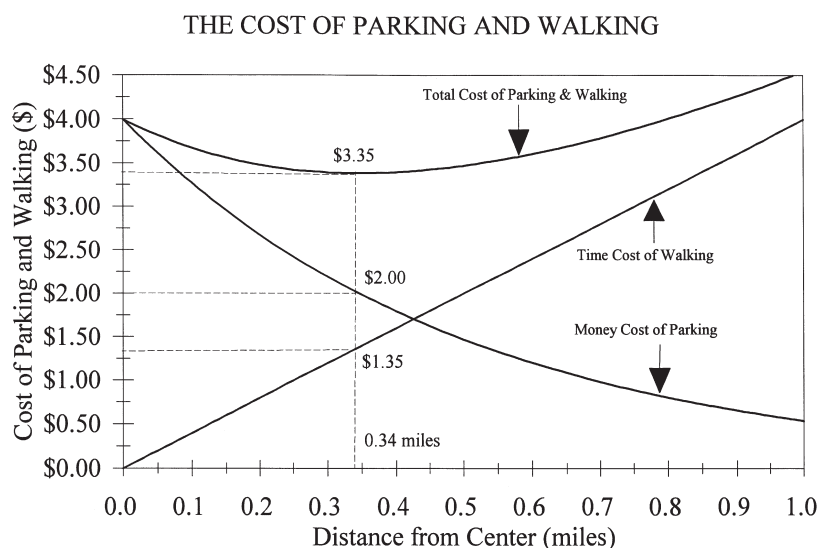


Fig. 5. The cost of parking and walking.

The total money-and-time cost curve is flat between 0.25 and 0.5 miles from the destination because the slopes of the money-parking-cost and monetized-time-cost curves are about equal in absolute value but opposite in sign within this range.²¹ The total cost of parking and walking is about US\$3.35 anywhere between 0.25 and 0.5 miles from your destination. Parking less than 0.25 miles or more than 0.5 miles from your destination increases the total cost of parking and walking. For example, the total cost of parking and walking is US\$4 both *at* your destination and also at 0.8 miles *from* your destination.

6.4. Implications of the model

Motorists do not use calculus when choosing where to park. The proposed parking location model merely expresses in mathematical form some of the various factors that motorists surely consider when they pay to park. The model confirms common sense, but several of its predictions are not immediately obvious.

First, the number of persons in a car is as important as the value of their time in determining parking location. For example, a carpool of four people who each value time at US\$5/h ($nv = 4 \times 5$) will choose the same location as a solo driver who values time at US\$20/h

²¹ The monetized time cost of walking from your parking space to your destination and back increases with distance from your destination at a constant rate of US\$4 per mile. The money cost of parking decreases with distance from your destination at a rate of US\$4 per mile at 0.34 miles from your destination. At parking locations closer than 0.34 miles from your destination, the money cost of parking decreases with increasing distance from your destination at a rate of more than US\$4 per mile. At parking locations farther than 0.34 miles from your destination, the money cost of parking decreases with increasing distance from your destination at a rate of less than US\$4 per mile.

Table 3
Elasticity of d^* with respect to parking choice variables

Variable	Partial derivative of d^*	Elasticity of d^* with respect to variable i
t (parking duration)	$\partial d^*/\partial t = +1/(2t) > 0$	$\epsilon_t = +1/(2d^*) > 0$
w (walking speed)	$\partial d^*/\partial w = +1/(2w) > 0$	$\epsilon_w = +1/(2d^*) > 0$
n (number of persons)	$\partial d^*/\partial n = -1/(2n) < 0$	$\epsilon_n = -1/(2d^*) < 0$
v (value of time)	$\partial d^*/\partial v = -1/(2v) < 0$	$\epsilon_v = -1/(2d^*) < 0$

Note: $d^* = [-\log_e(nv/tw)]/2$ and $\epsilon_i = (\partial d^*/\partial i)/(d^*/i)$.

($nv = 1 \times 20$), all else equal. A higher vehicle occupancy and a higher value of time justify parking closer to the final destination.

Second, parking duration is as important as the value of time in determining parking location. For example, a solo driver who values time at US\$10/h and parks for one hour ($v/t = 10/1$) will choose the same location as another solo driver who values time at US\$20/h and parks for two hours ($v/t = 20/2$), all else equal. A shorter parking duration justifies parking closer to the final destination.

Third, the number of persons in a car is as important as parking duration in determining parking location. For example, a solo driver who parks for 1 h ($n/t = 1/1$) will choose the same location as a three-person carpool who park for 3 h ($n/t = 3/3$), all else equal.

Table 3 shows the derivatives and elasticities of the optimal distance, d^* , with respect to the variables that determine it. The derivative of d^* is positive with respect to t and w , which implies that the longer you park and the faster you walk, the farther away you should park. The derivative of d^* is negative with respect to n and v , which implies that the more people in your car and the higher value of their time, the closer in you should park.

The elasticities of d^* with respect to the variables that determine it decrease with increasing distance from the center (see Fig. 6). For example, the elasticity of d^* with respect to the parking duration, t , is $+1/(2d^*)$. At $d^* = 0.25$ miles from the center, the elasticity of d^* with respect to t is $+2$, so a 10% decrease in the length of time you want to park will shift your optimal parking location 20% closer to your final destination.²²

These predictions are consistent with previous research on parking choices. David Gillen (1978) developed a model of parking location choice similar to the one expressed in Eq. (4), although he did not consider the number of persons in a car. Using data from Toronto, Gillen found that motorists who pay for parking by the hour are willing to trade a shorter parking duration for a closer parking location.

Using trip data from Vancouver, Brown and Lambe (1972) showed that allocating parking spaces by market prices will minimize the total walking time from parking spaces to final destinations. A linear programming model that minimizes total walking time predicted commercial off-street parking prices with an average error of only 20%. The price of curb parking was well below the level that would minimize total walking time.

²² This result follows from the assumed functional relationship between p and d . In this particular case, the same relative increase in t , w , n , or v will always produce the same absolute change in d^* . As d^* approaches zero, the elasticities approach infinity.

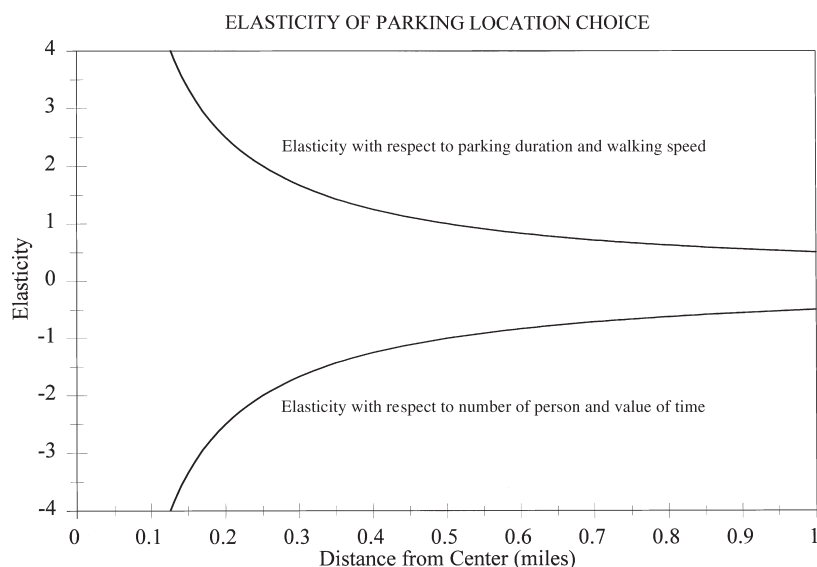


Fig. 6. Elasticity of parking location choice.

Naturally, a simple model of parking prices like the one presented here does not describe most current parking decisions because parking is free for 99% of all automobile trips. The model is a simplified description of parking choice, but its assumptions are far more sensible than the assumptions behind minimum parking requirements.²³

7. Efficiency and equity of charging for curb parking

If curb parking were priced to yield a minimum vacancy rate of about 15% in every location, the resulting price gradients would shift predictably throughout the day as demand shifts. The peak parking prices might occur at employment centers during the day, at entertainment centers during the evening, and in high-density residential areas during the night. Many overlapping price gradients would form a three-dimensional parking price surface whose height at any point is the vertical summation of all the individual gradients. The individual gradients would form around many dispersed centers, like anthills covering a terrain that itself has peaks (the central business districts) and valleys (low density neighborhoods). The price of parking at any location would rise

²³ Several relevant variables and interactions between variables have also been left out of the model. For example, parking closer to your destination incurs additional driving time and automobile expense. How long you want to park depends on the price of parking because you can reduce the parking cost by staying a shorter time at your final destination. How long you want to park also depends on how much time you spend walking because the parking duration is the sum of the time at the final destination and the time walking to and from it. A further complication is that the value of time spent driving can be different from the value of time spent walking.

and fall during the day, and the local peaks would shift around like kittens fighting under a blanket.

7.1. Efficiency

Market prices would allocate parking spaces among motorists in a logical way. The more convenient parking spaces would go to carpoolers, those in a hurry, those who want to park for only a short time, those who have difficulty walking, and those more willing to spend money. The best parking spaces could always be reserved for those with physical disabilities. The more distant parking spaces would go to solo drivers, those with time to spare, those who want to park a long time, those who enjoy walking, and those more eager to save money.

Even if market prices can efficiently allocate a fixed stock of parking spaces, can market forces alone supply enough spaces to meet the demand for parking? If minimum parking requirements are eliminated, the ratio of parking spaces to cars will decline, and the price of parking will rise. This price rise will have two effects on demand and supply.

First, motorists will economize on parking by changing their travel behavior. Shifting to higher occupancy vehicles to spread the cost of parking among more people will reduce the demand for parking. Shifting to walking, cycling, or public transit will also reduce the demand for parking. Shifting vehicle trips to off-peak will reduce the demand for parking at peak hours. Finally, citizens can choose to own fewer cars, and this will reduce the demand for parking.

Second, freed from minimum parking requirements, developers will supply parking spaces in response to parking prices. The higher price of parking will encourage developers to voluntarily supply more parking in places where the resulting revenue will cover the cost of providing the parking. Parking will tend to become unbundled from other transactions, and firms that specialize in providing parking will manage more of the parking supply. Off-street parking prices will tend to cover the cost of providing parking spaces, including the cost of land, and these off-street prices will put a ceiling on the price of adjacent curb parking.

Flexible market prices can equate demand with the fixed supply of parking in the short run, and these prices will signal where the supply can profitably be increased in the long run. The proper role for the government is to price curb parking to maintain a minimum vacancy rate so that parking will always be available if motorists are willing to pay for it.

Market prices for parking resemble a spot market for land. Demand-responsive parking prices would reveal what parking spaces are really worth, and how motorists are willing to change their travel choices to save money on parking. Motorists could choose parking spaces according to how long they want to stay, how many people are in the car, how they value walking time (are they in a hurry? are they carrying heavy packages? are they tired? are they short of money?) and many other circumstances of time and place that only the individual motorists can know.

In contrast to the “spontaneous” order created by market prices and individual choices, urban planners require almost every land use to provide at least enough parking spaces to satisfy the peak demand for free parking. As a result, parking is free for almost every automobile trip because the cost of parking is shifted into higher prices for almost everything else. Minimum parking requirements in zoning ordinances are a disastrous substitute for millions of individual evaluations of what a parking space is worth.

7.2. Equity

The proposal to price curb parking rather than require off-street parking raises a serious political question. Is it fair to charge motorists for parking? To judge whether charging for parking is fair, it must be compared with the alternative—minimum parking requirements. Minimum parking requirements force everyone to pay for parking through higher prices for all other goods and services, but everyone does not benefit equally from free parking.²⁴ On average, households with incomes below US\$10,000 a year own only one car, while households with incomes above US\$40,000 a year own 2.3 cars. Eight percent of non-Hispanic White households, 19% of Hispanic households, and 30% of African-American households do not own a car. In total, 10.6 million American households do not own a car, yet even these households indirectly pay the costs imposed by minimum parking requirements.²⁵ Because cars are not distributed equally in the population, charging motorists only for the parking they use is fairer than requiring everyone to pay for parking whether they use it or not.

Market prices would *not* allocate the best parking spaces only to the rich. With market prices, motorists can pay less for parking if they carpool, stay for a shorter time, or park farther away, and they will pay nothing for parking if they walk, bicycle or ride public transit. Even those who cannot regularly afford to park in the best spaces can park in them on occasions when time is very important. Because income is only one factor that determines the value of time on a particular trip, and because the value of time is only one factor that determines parking location, income is only one of many factors that determine parking location.

Given the eternal debate on the merits of markets versus planning, many skeptics will distrust using prices to allocate parking spaces. But even those who doubt the ability of markets to allocate resources fairly may agree that relying on prices to allocate curb parking spaces and using the revenue to fund public services will contribute to a host of social, economic, and environmental goals they support.

8. Conclusion: time for a paradigm shift

Although it would be presumptuous to call urban planning a science, minimum parking requirements in planning resemble a paradigm in science. According to Thomas Kuhn (1996), a paradigm is a conceptual scheme that has gained universal acceptance throughout a profession, and each profession's practices embody its ruling paradigms.

Kuhn argued that scientific education inculcates in students an intense commitment to the existing scientific paradigms. But planning education ignores parking requirements, and therefore does not inculcate in students any commitment to them. Instead, motorists have come to expect the free parking that the requirements produce. The planning profession's commitment to parking requirements is based not on education and science but on motorists' yearning to park free.

²⁴ Shoup (1997) explains how parking requirements increase the price of housing, and Willson (1995) explains how they increase the price of office space.

²⁵ The 1990 NPTS reports the distribution of vehicle ownership by household income (Pisarski, 1995, pp. 3–24). The 1990 Census reports the distribution of households that do not own a car (Pisarski, 1996, p. 36).

Discussing the difficulty of paradigm shifts in science, Kuhn asks, “How can a conceptual scheme that one generation admiringly describes as subtle, flexible, and complex become for a later generation merely obscure, ambiguous, and cumbersome”?²⁶ Without doubt, minimum parking requirements are obscure, ambiguous, and cumbersome. In addition, minimum parking requirements impose enormous hidden costs, and they impede our progress toward important social, economic, and environmental goals. Planning for parking deserves a new paradigm.

Minimum parking requirements are based on two highly unreasonable assumptions: (1) the demand for parking does not depend on its price, and (2) the supply of parking should not depend on its cost. This neglect of price and cost stems from a belief that planners can assess community needs and can regulate the land market to meet these needs. Regulation *is* justified in many cases where market prices fail to communicate social costs. But market failure does *not* justify minimum parking requirements.

Letting prices determine the number of parking spaces will transfer to the market an important function that urban planners now perform. But this does not mean an end to planning for parking because planners should regulate many other features of parking that affect the community, such as aesthetics, landscaping, layout, location, pedestrian access, provisions for the handicapped, setback, signage, and stormwater runoff.

Pricing curb parking rather than requiring off-street parking will improve urban design, reduce traffic congestion, restrain urban sprawl, conserve natural resources, and produce neighborhood public revenue. Eliminating parking requirements will also reduce the cost of housing and of many other goods and services. In conclusion, deregulating the quantity and increasing the quality of parking will improve transportation, land use, and the environment.

Acknowledgements

I am grateful to the Federal Transit Administration and the University of California Transportation Center for financial support. For their many suggestions for improving this paper I am also grateful to Ellison Alegre, Lee Burns, Jeffrey Brown, Eric Carlson, Joy Chen, Elke Daugherty, D. Gregg Doyle, David Gillen, Daniel Hess, Eugene Kim, Kristen Massey, Andrew Mondscheim, Virginia Parks, John Pucher, Thomas Rice, Gian-Claudia Sciara, Patricia Shoup, Seth Stark, Richard Willson, and Matthew Zisman.

Appendix A. The cost of parking spaces

How much does a parking space cost? This question has no easy answer because the cost of parking depends on the value of land, which varies greatly among sites. But in the case of structured parking we can account for the value of land as its opportunity cost for surface parking. The number of spaces a parking structure adds to the parking supply is the number of

²⁶ Kuhn (1957), p. 76) was describing how latter-day astronomers looked back at the Ptolemaic, earth-centered concept of the universe.

parking spaces in the structure minus the number of surface parking spaces lost as a result of building the structure. The structure's construction cost (excluding land value) divided by the number of parking spaces added to the parking supply gives the structure's *cost per parking space added*, which accounts for land value as the opportunity cost of the surface parking spaces lost (Shoup, 1997).

This methodology was used to calculate the construction cost per parking space added by twelve parking structures built on the UCLA campus between 1961 and 1991.²⁷ Each structure's original cost was converted into dollars of 1998 purchasing power by adjusting for construction cost inflation since the structure was built.

The average cost of the six structures built in the 1960s was US\$13,400 per space added, while the average cost of the six structures built since 1977 was US\$25,600 per space added. The newer parking structures are more expensive because they are smaller and partly or entirely underground, compared with the larger, aboveground structures built earlier. That is, the type of parking structure—not an increase in the real cost of parking spaces (above the rate of inflation of general construction costs)—can explain the higher real cost of new parking spaces.

We can test this hypothesis that the type of parking structure explains the increase in cost after 1977. Since the initial study of the twelve structures built between 1961 and 1991, UCLA has built two new campus parking structures as additions to existing parking structures. The first is a 1995 aboveground addition to the aboveground structure built in 1964. The second is a 1998 underground addition to the underground structure built in 1983. Table 4 compares the cost per parking space added by the two original structures and their subsequent additions. The ENR Construction Cost Index is used to convert the original construction costs to 1998 dollars.

The cost was US\$12,214 per space for the original aboveground structure built in 1964, and US\$14,725 per space for the addition built 31 yr later.²⁸ The cost was US\$28,540 per space for the original underground structure built in 1983, and US\$26,300 per space for the addition built 15 yr later.²⁹ The close match between the cost of each original parking structure and the cost of its later

²⁷ See Shoup (1997) for the details of the cost per parking space added by the twelve parking structures. The 20-city average of the *ENR* Construction Cost Index for 31 March 1998, was divided by the average *ENR* Construction Cost Index for the year in which the parking structure was built. This ratio was then multiplied by the original construction cost to yield the construction cost expressed in dollars of 1998 purchasing power.

²⁸ The original aboveground structure contains 39% more parking spaces than the aboveground addition, and its footprint is twice as large as that of the addition. Economies of scale help to explain the original structure's lower cost per space. The UCLA parking structures built in the 1960s look like the aboveground parking structures built in suburban areas where vacant land is abundant. In case studies of suburban office developments in Southern California in 1994, Willson (1995), p. 39) found "the average combined land and construction cost for structure parking in the case study sites was US\$12,300 per space". This cost is almost identical to the average cost of US\$12,400 (in 1994\$) per parking space added by the aboveground parking structures built at UCLA in the 1960s.

²⁹ The underground addition is almost three times the size of the original underground structure, and economies of scale help to explain the newer structure's lower cost per space. The UCLA parking structures built since 1977 are typical of the parking structures built in dense areas where vacant land is scarce. The higher cost of recent parking structures at UCLA thus reflects the higher cost of building parking structures in dense urban areas.

Table 4

Cost of aboveground and underground parking spaces (cost per space added by parking structures in Los Angeles)

	Aboveground (UCLA)		Underground (UCLA)		Underground (Pershing Square)
	1964 Structure	1995 Addition	1983 Structure	1998 Addition	1950 Structure
Current US\$	1946	13,712	19,752	26,300	2500
1998 US\$	12,214	14,725	28,540	26,300	28,800

The original portion of Structure 3, built in 1964, contains 1168 spaces in five aboveground levels; the addition built in 1995 contains, 840 spaces in seven aboveground levels. The original portion of Structure 4, built in 1983, contains 448 spaces in two underground levels; the addition built in 1998 contains 1263 spaces in two underground levels. The Pershing Square Garage in downtown Los Angeles contains 2150 spaces in three underground levels. The ENR Construction Cost Index is used to convert original construction costs to 1998 values.

addition suggests that, after correcting for inflation, the cost of building parking structures has changed little in recent decades.

To test this finding of cost stability, Table 4 also shows the cost of an underground garage constructed beneath Pershing Square in downtown Los Angeles in 1952.³⁰ When the original cost of US\$2500 per space is converted to its equivalent in 1998 purchasing power, the cost of the Pershing Square garage is US\$25,700 per parking space, very close to the cost of the two underground garages built at UCLA in 1983 and 1998. In real terms, the cost of building underground parking has not changed in half a century.

If these high costs are surprising, it is only because the cost of parking is rarely calculated. Nevertheless, there is other evidence about cost because some cities allow developers to pay a fee in lieu of providing required parking spaces. To justify the in-lieu fees, some of these cities carefully document their cost of providing public parking spaces.³¹ In Palo Alto, California, the cost is US\$17,848 per space added by a municipal parking structure. In Lake Forest, Illinois, the cost is US\$18,000 per space for the land and construction cost of surface parking lots. In Walnut Creek, California, the cost is US\$32,400 per space added by a municipal parking structure. In Beverly Hills, California, the average cost was US\$37,000 per space for the estimated land and construction cost of municipal parking structures. The cost of parking spaces at UCLA is thus in line with the cost of parking spaces in cities that allow developers to pay in-lieu fees.

The cost of many surface parking spaces is less than the cost of structured parking spaces, but land values understate the cost of surface parking because developers who are required to provide parking spaces will bid less for land. Therefore, the market value of land subject to a minimum parking requirement will understate the cost of surface parking spaces. For example, when Oakland, California, introduced its parking requirement of one space per 1000 square feet for apartment buildings, land values fell by 33% (Shoup, 1997). Willson (1995) estimated that increasing the parking requirement for office buildings in Southern California by 1.3 spaces per 1000

³⁰ Klose (1965), p. 190) gives the original cost of constructing the Pershing Square garage.

³¹ See Shoup, forthcoming. These costs refer to the values that were used to justify the cities' in-lieu fees in 1996. In Beverly Hills the cost refers to the average estimated land and construction cost of municipal parking spaces for projects that applied to pay the in-lieu fees between 1978 and 1992; the highest cost was US\$53,000 per parking space.

square feet would reduce land values by 32%. Because minimum parking requirements depress land values, low land values do not necessarily imply that minimum parking requirements have a low cost.

References

- Brierly, J., 1972. *Parking of Motor Vehicles*, 2nd ed. Applied Science Publishers, London.
- Brown, S.A., Lambe, T.A., 1972. Parking prices in the central business district. *Socio-Economic Planning Sciences* 6, 133–144.
- Chapin, F.S., 1957. *Urban Land Use Planning*. Harper and Brothers, New York.
- Chapin, F.S., 1965. *Urban Land Use Planning*, 2nd ed. University of Illinois Press, Urbana, IL.
- Chapin, F.S., Kaiser, E., 1979. *Urban Land Use Planning*, 3rd ed. University of Illinois Press, Urbana, IL.
- Dickey, J., 1983. *Metropolitan Transportation Planning*, 2nd ed. McGraw Hill, New York.
- Federal Highway Administration, 1995. Highway statistics summary to 1995, taken from www.bts.gov/site/news/fhwa/HighwayStats-Summary95/section2.html. Office of Highway Information Management.
- Gillen, D., 1978. Parking policy, parking location decisions and the distribution of congestion. *Transportation* 7, 69–85.
- Goulard, T., 1784. *A Treatise on the Effects and Various Preparations of Lead: Particularly of the Extract of Saturn, for Different Chirurgical Disorders*. Elmsley in the Strand, London.
- Gruen, V., 1973. *Centers for the Urban Environment: Survival of the Cities*. Van Nostrand Reinhold, New York.
- Hanson, S. (Ed.), 1995. *The Geography of Urban Transportation*. Guilford Press, New York.
- Institute of Transportation Engineers, 1987a. *Parking Generation*, Institute of Transportation Engineers, 2nd ed. Washington, DC.
- Institute of Transportation Engineers, 1987b. *Trip Generation*, Institute of Transportation Engineers, 4th ed. Washington, DC.
- Kaiser, E., Godschalk, D., Chapin, F.S., 1995. *Urban Land Use Planning*, 4th ed. University of Illinois Press, Urbana, IL.
- Katz, A., Herman, S., 1997. Improved estimates of fixed reproducible tangible wealth, 1929–1995. *Survey of Current Business*, May 1997.
- Klose, D., 1965. *Multi-story and Underground Garages (Parkhäuser und Tiefgaragen)*. Verlag Gerd Hartje, Stuttgart.
- Kuhn, T., 1957. *The Copernican Revolution*. Harvard University Press, Cambridge, MA.
- Kuhn, T., 1996. *The Structure of Scientific Revolutions*, 3rd ed. University of Chicago Press, Chicago.
- May, A.D., 1975. Parking control: experience and problems in London. *Traffic Engineering and Control*.
- McCord, C., 1953. Lead and lead poisoning in early America. *Industrial Medicine and Surgery* 22 (9), 393–399.
- Meyer, M., Miller, E., 1984. *Urban Transportation Planning*. McGraw Hill, New York.
- Muth, R., 1969. *Cities and Housing*. University of Chicago Press, Chicago.
- Papacostas, C., Prevedouros, P., 1993. *Transportation Engineering and Planning*, 2nd ed. Prentice Hall, Englewood Cliffs, NJ.
- Pisarski, A., 1995. The demography of the U.S. vehicle fleet: observations from the NPTS. 1990 Nationwide Personal Transportation Survey, Special Reports on Trip and Vehicle Attributes, US Department of Transportation. Washington, DC.
- Pisarski, A., 1996. *Commuting in America II: The Second National Report on Commuting Patterns and Trends*. Eno Transportation Foundation, Landsdowne, VA.
- Planning Advisory Service, 1971. *An Approach to Determining Parking Demand*, Planning Service Report Number 270. American Planning Association, Chicago.
- Planning Advisory Service, 1991. *Off-Street Parking Requirements: A National Review of Standards*, Planning Advisory Service Report Number 432. American Planning Association, Chicago.
- Shoup, D.C., 1992. Cashing Out Employer-Paid Parking. US Department of Transportation, Washington, DC, p. 156.
- Shoup, D.C., 1994. Cashing in on curb parking. *Access* 4, 20–26.
- Shoup, D.C., 1995. An opportunity to reduce minimum parking requirements. *Journal of the American Planning Association* 61 (1), 14–28.

- Shoup, D.C., 1997. The high cost of free parking. *Journal of Planning Education and Research*. 17 (1), 1–18.
- Shoup, D.C., 1999. In-lieu of required parking. *Journal of Planning Education and Research* 18 (4) forthcoming. 1999.
- Thomas, L., 1981. Medicine without science. *The Atlantic Monthly*, pp. 40–42.
- Willson, R., 1995. Suburban parking requirements: a tacit policy for automobile use and sprawl. *Journal of the American Planning Association* 61 (1), 29–42.
- Willson, R., 1996. Local jurisdiction parking requirements: a survey of policies and attitudes. Working Paper, Department of Urban and Regional Planning, California State Polytechnic University, Pomona, California.
- Witthford, D.K., Kanaan, G.E., 1972. *Zoning, Parking, and Traffic*. Eno Foundation for Transportation, Westport, CT.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Jeremy Pate, Development Services Director
Andrew Garner, City Planning Director

FROM: Kit Williams, City Attorney

DATE: August 25, 2015

RE: § 172.05 (C) (4) *Further administrative reductions/increases for non-residential parking requirements*

After consultation with Alderman Petty and Developmental Services Director Jeremy Pate, I have made some changes to my proposed alternative code section that would authorize the Planning staff to reduce the minimum required parking requirements for non-residential parking administratively (without requiring Planning Commission action).

This attached ordinance would authorize the City Planning Director to grant reductions to the minimum parking requirements for non-residential developments. This would be a simple administrative procedure that does not require presentation to the Planning Commission to be granted. Nor does it require an "undue hardship" to be proven by the new business, but only a short review by Planning of the parking needs and resources in the neighborhood that could be affected adversely if no minimum parking is required of a new business. In order for this City Council and future City Councils to maintain their authority over minimum parking requirements in the future, I recommend this as a substitute ordinance to the one recommended by the Planning Commission.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 172.05 (C) (4) TO PROVIDE CITY PLANNING STAFF THE AUTHORITY TO GRANT FURTHER REDUCTIONS TO THE MINIMUM REQUIRED PARKING FOR NON-RESIDENTIAL DEVELOPMENT

WHEREAS, the City Planning staff and the Planning Commission have recommended that the City Council consider eliminating the required minimum parking requirements for non-residential development; and

WHEREAS, the City Council has determined that City Planning staff should have the authority on a case-by-case basis following an analysis of the existing available public parking near the proposed commercial development to reduce the required minimum parking to an appropriate level.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 172.05 (C) (4) by repealing it in its entirety and enacting a replacement § 172.05 (C) (4) as shown below:

“§ 172.05 (C) (4) *Further administrative reductions/increases.*

(a) The City Planning Director may grant further reductions to the minimum parking requirements for non-residential developments otherwise required by this section after analyzing;

(i) the availability of public parking near the proposed development;

(ii) potential adverse effects on such public parking and neighboring businesses, offices and residences of reducing or eliminating minimum parking requirements for such non-residential development;

(iii) and any other relevant considerations.

(b) Reductions or increases of parking requirements for residential developments and increases in the non-residential maximum parking limits in excess of those identified in this section shall be

Page 2
Ordinance No.

allowed only as a Conditional Use upon the finding that the increase or reduction is needed and will not unduly cause an adverse effect upon persons operating, using or residing in any neighboring residential, commercial or office development.”

PASSED and **APPROVED** this 1st day of September, 2015.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Jeremy Pate, Development Services Director
Andrew Garner, City Planning Director

FROM: Kit Williams, City Attorney

DATE: August 21, 2015

RE: **Proposed elimination of all minimum parking requirements for new commercial and office buildings**

I must caution you about the proposed elimination of all minimum parking requirements for all new commercial and office buildings. Act 1002 of 2015 entitled the "Private Property Protection Act" became effective in April 2, 2015. Its "Legislative findings" state that "(w)hen state and local regulatory program reduce the market value of private property . . . it is fair and appropriate that the . . . locality compensate the property owner for the loss in market value of the property caused by the implementation of the regulatory program."

Pursuant to the new A.C.A. § 18-15-1703 **Taking-Application** (a)(3) "To assert a taking has occurred, the regulatory program must have been implemented at the time the owner acquired title or **after the effective date of this subchapter (April 2, 2015)**, whichever is later." (emphasis added).

This provides the City of Fayetteville some protection for regulatory programs already in existence **BEFORE** April 2, 2015. However, all amendments of existing zoning or development ordinances after April 2,

2015 could endanger their viability and present a Takings Claim if a reasonable argument could be made that such regulation could cause a 20% or more reduction in the fair market value of the property regulated.

Minimum parking requirements for both residential and nonresidential developments have long been implemented in Fayetteville (and most other similarly sized cities) in order that new development would pay its own way and would not unduly inflict parking problems on nearby existing commercial, office and residential developments. Without minimum parking requirements, an office building or commercial business could develop its project in an established neighborhood and thrust all of its employees' and customers' parking needs upon available street parking that had accommodated the parking needs of the existing homes, business and offices, but now will be overloaded by the newly created parking needs of the new developments.

Especially in the Walker Park Master Plan Zoning District and other neighborhood rezonings utilizing mixed use zoning, land now being used as low density residential could be developed as restaurants, grocery and hardware stores, sporting goods, pet shops, bail bond offices and many other types of offices. A businessman could save a lot of money by only building his new restaurant, commercial store or office and furnishing no parking lot. Unfortunately, this could have a very bad effect on the surrounding neighborhood as customers and employees are then forced to park on the neighborhood streets taking the parking spaces the neighborhood had been relying upon for its own parking needs.

There are situations where a new business builds in an area in which no additional parking is needed or should be required. This would often be the case in the Entertainment Parking District. Therefore, Planning staff should be granted the authority to reduce current minimum parking requirements (even down to zero) if the situation calls for such reduction. The planners would look at the currently available public parking and determine whether a new business would overwhelm or simply use parking spaces not well utilized now. The key consideration would be to ensure a new influx of commercial workers and customers would not

unduly burden existing public parking resources nor adversely affect the parking needs of the surrounding homes and business.

Granting such authority to Planning staff would require individualized analysis of each request for reduced minimum parking, but it should ensure the proposed relaxed minimum parking regulations will not cause major neighborhood problems. If major neighborhood issues arise from businesses not being required to construct sufficient minimum parking for their employees and customers, the City Council could repeal the increased authority to reduce minimum parking without triggering a takings claim pursuant to A.C.A. § 18-15-1703.

However, if the City Council instead **repeals** the minimum parking requirements and later determines this experiment of no required parking is causing problems for existing neighborhoods, it would be dangerous to reinstate the minimum parking requirements. Minimum commercial parking requirements now require construction of parking lots often utilizing more than 20% of a proposed business's property. 20% is the level which kicks in a takings claim under the **Private Property Protection Act** meaning that **reenactment of minimum commercial parking requirements could force our taxpayers to pay a commercial developer to build his private parking lot.**

CONCLUSION

You can accomplish the Planning Department's goal of eliminating a commercial developer's requirement pursuant to the UDC to build more parking for his employees and customers than actually needed by empowering Planning staff to reduce such minimum parking requirement to what would reasonably needed in the particular situation all the way down to zero in an appropriate situation and location. By requiring Planning staff's review of the current parking situation and needs of the neighborhood where the commercial or office developer is proposing a new business to justify reduction of minimum parking requirements, obvious ill effects on the surrounding neighborhood of not providing any parking should be avoided.

Even more importantly, the City Council will not tie its own hands and the hands of any future City Council to require minimum parking for new commercial developments if this experiment of no required parking causes unforeseen problems in the real world. On the other hand, **if you repeal minimum required parking now, you probably will never again be able to institute required parking.** Once the City Council closes the door on required minimum parking for new businesses, it may be locked forever by the **Private Property Protection Act**. Who is so all - knowing and wise to be certain that Fayetteville will never again need minimum parking requirements for offices, restaurants and other commercial buildings?

Attached is a possible ordinance that would authorize the City Planning Director to grant variances to the minimum parking requirements for non-residential developments. This would be a simple administrative variance procedure that does not require presentation to the Planning Commission to be granted. Nor does it require an "undue hardship" to be proven by the new business, but only a short review by Planning of the parking needs and resources in the neighborhood that could be affected adversely if no minimum parking is required of a new business. In order for this City Council and future City Councils to maintain their authority over minimum parking requirements in the future, I recommend this as a substitute ordinance to the one recommended by Planning.

Tom Overbey
NORTHWEST OFFICE PROPERTIES, LLC
211 North Block Avenue, Suite 102
Fayetteville, Arkansas 72701-5268
Telephone 479-442-3554
Email address: T1TLOTT@gmail.com

September 1, 2015

TO: City Council

RE: ADM 15-5088

I oppose this Administrative Item as proposed.

Our building at 211 N. Block is one of the few new structures in downtown Fayetteville and was built under the existing parking requirements. We have 11 on-site parking spots for our 3147 SF building (as per the then required minimum). Some are reserved for the 6 tenants in the building and the rest are for guests to the building. Based on usage for the last 42 months, we may have 1 or 2 more parking spaces than regularly needed.

My concern is that the proposed change is from a minimum requirement to no requirement at all. The explanation given is that the building owner or developer can better determine the expected need for the commercial structure and will choose appropriately. That assumes quality decision making that may or may not occur. Even if appropriate parking is provided upon initial construction, the use may change over time and the parking for the building then could become a burden on the surrounding available parking – both private and public. The reason given for the opacity and size requirements for glass on downtown buildings is that the design guidance provides for changes in use over time. Those requirements are quite specific. This parking change would go to no minimums or requirements. If building use changes requires certain limitations on the exterior building glass, certainly the amount of parking available for the building should also be a factor.

Another argument given for the change is to encourage pedestrian and biking traffic. I agree with that concept. But there will still be numbers of persons accessing commercial structures who will drive and need to park. If this rule change evolves into inadequate parking, the burden will fall back on the surrounding properties and the City of Fayetteville to provide that which was not required upon initial construction. The City is currently spending a significant sum of money to provide more parking behind the Walton Arts Center in the form of the new deck. Additional parking needs are also discussed. Ask some of the Dickson Street merchants if they think there is enough parking. Or along upper Block Avenue. There are inherent limitations on street parking. Demand exceeds supply often now. The City has had to control some street parking to adequately serve residences downtown. New commercial structures without adequate parking will put more pressure on those situations.

Will the next student bedroom project or fraternity or sorority project include adequate parking?

You should also consider the procedure for reinstituting minimum parking requirements if the proposal does not work well and a future city administration determines that minimum parking restrictions are needed again. Would that be permitted?

I believe that this change needs more discussion and consideration. I regret that I am unable to attend the Council meeting to speak to these issues.

**cc: Mayor Jordan
Jeremey Pate
Chris Brown
Quin Thompson
Kit Williams**



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 402 of 695

Text File

File Number: 2015-0405

Agenda Date: 10/6/2015

Version: 1

Status: First Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 3

2015 MILLAGE LEVY:

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2015 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND AND 1.0 MILL FOR THE FAYETTEVILLE PUBLIC LIBRARY; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

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

Section 1. That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2015 to be collected in 2016 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

Purpose	Levy
General Fund-Operations	2.3 mills
Fayetteville Public Library	1.0 mills
Policemen's Pension and Relief Fund	0.4 mills
Firemen's Pension and Relief Fund	0.4 mills
TOTAL	4.1 mills

Section 2. That the real and personal property tax so levied and the rates provided therefor are hereby certified to the County Clerk of Washington County, Arkansas, to be placed in the tax book and collected in the same manner that the county and school district taxes are collected.

Section 3. The City Clerk is hereby authorized and directed to file certified copies of this Ordinance in the Office of the County Recorder, County Clerk, County Assessor, and the County Tax Collector for Washington County, Arkansas

City of Fayetteville Staff Review Form

2015-0405

Legistar File ID

9/15/2015

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

Paul A. Becker

8/5/2015

Chief Financial Officer /
Finance & Internal Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

City Council is requested to adopt real and personal property tax rates for 2015 for the Policemen's Pension & Relief, the Firemen's Pension & Relief Funds, the Fayetteville Public Library and the City's General Fund. The rate to be adopted for the Policemen's Pension & Relief Fund and the Firemen's Pension & Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The rate for the Fayetteville Public Library is 1.0 mil for real property and 1.0 mil for personal property. The rate requested for the City's General Fund is 2.3 mils for real property and 2.3 mils for personal property.

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 # 5712

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Paul A. Becker, Chief Financial Officer
DATE: September 2, 2015
SUBJECT: 2015 Millage Levy

RECOMMENDATION:

City staff recommends that City Council approve the millage levy ordinance approving the 0.4 mils for the Policemen's Pension and Relief Fund, 0.4 mils for the Firemen's Pension and Relief Fund, 1.0 mils for the Fayetteville Public Library, and 2.3 mils for 2016 General Fund operations. This is a 1.0 mil increase from last year.

BACKGROUND:

Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 2015.

As of August 3, 2015 the total assessed value of real and personal property located within the city limits of Fayetteville is approximately \$1.392 billion. The assessed valuation is before the Washington County Board of Equalization has made all the changes to the County Assessors Abstract. Based on the preliminary assessments, the growth in real property assessments is approximately 5.0%.

DISCUSSION:

This administration is requesting a 1.0 mil increase in discretionary millage to fund 16 new positions and restore three previously frozen public safety positions for a total increase of 19 in public safety, restore three positions previously frozen in other divisions and add one new position in the City Prosecutor's Division which are needed to accommodate ever increasing workloads. In addition, 0.75 new FTEs are being added, the cost of which will be fully reimbursed. A millage levy ordinance must be approved by City Council in order for the City to continue to collect property taxes for the Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The millage levy for the Policemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils on personal property. The millage levy for the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils on personal property as was approved by referendum.

A millage levy ordinance must be approved for the operation of the Fayetteville Public Library and that was approved by the voters on October 1, 2002. The millage levy for the Fayetteville Public Library is 1.0 mils for real property and 1.0 mils on personal property.

Finally, City staff is requesting that City Council approve a millage levy ordinance for General Fund operations in the amount of 2.3 mils for both real and personal property.

The 2015 proposed property tax revenue amount based on the 2.3 mil levy is estimated to bring in \$3,155,000 in General Fund revenue. Below is a proposed calendar of meetings during the months of September and October to discuss the millage levy.

Tuesday, September 8	Agenda Session
Tuesday, September 15	City Council Meeting
Tuesday, September 29	Agenda Session
Tuesday, October 6	City Council Meeting
Tuesday, October 13	Agenda Session
Tuesday, October 20	City Council Meeting

BUDGET/STAFF IMPACT:

The 0.4 mils Police and 0.4 mils Fire is needed to fund the Pension plans for both. The 1.0 mils is used to fund the operation of the Fayetteville Public Library. The 2.3 mils will be used to fund General Fund operations.

Conclusion:

The millage levy must be at Washington County in time to be included in their consolidated levy ordinance which will be approved at the November 22, Quorum Court meeting. The deadline for receipt of the City's levy by the County is October 31. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 2015.

The administration is requesting the following millage amounts:

- 2.3 mils for General Fund Operations
- 1.0 mils for the Fayetteville Public Library
- 0.4 mils for the Police Pension Fund
- 0.4 mils for the Fire Pension Fund

If you have any questions concerning this agenda request please contact me at 575-8330.

**City of Fayetteville
Property Tax Revenue per Mil
August 3, 2015**

<u>Millage</u>	<u>Approximate Revenue</u>
0.10	\$ 137,000
0.20	\$ 274,000
0.30	\$ 411,000
0.40	\$ 549,000
0.50	\$ 686,000
0.60	\$ 823,000
0.70	\$ 960,000
0.80	\$ 1,097,000
0.90	\$ 1,234,000
1.00	\$ 1,372,000
1.20	\$ 1,646,000
1.30	\$ 1,783,000
2.00	\$ 2,743,000
2.10	\$ 2,880,000
2.30	\$ 3,155,000
2.80	\$ 3,840,000
3.30	\$ 4,526,000
3.80	\$ 5,212,000
4.30	\$ 5,898,000

The millage revenue reflected above is based on the Washington County Preliminary Report of County Assessments for the Year 2015 dated August 3, 2015 and includes real and personal property for Utilities. The City Council can approve up to 5.0 mils for operations. The table assumes a 95% collection rate. Total real and personal property assessments for 2015 amount to approximately \$1,392 million excluding real estate and personal property for utilities.

Property Tax Impact Illustration

	<u>Appraised Value</u>	<u>Assessed Value</u>	<u>1 Mil Tax / Year</u>
Single Family Home	\$ 75,000.00	\$ 15,000.00	\$ 15.00
Single Family Home	\$ 100,000.00	\$ 20,000.00	\$ 20.00
Single Family Home	\$ 150,000.00	\$ 30,000.00	\$ 30.00



Impact of Population Growth on Fayetteville Fire-Rescue Services

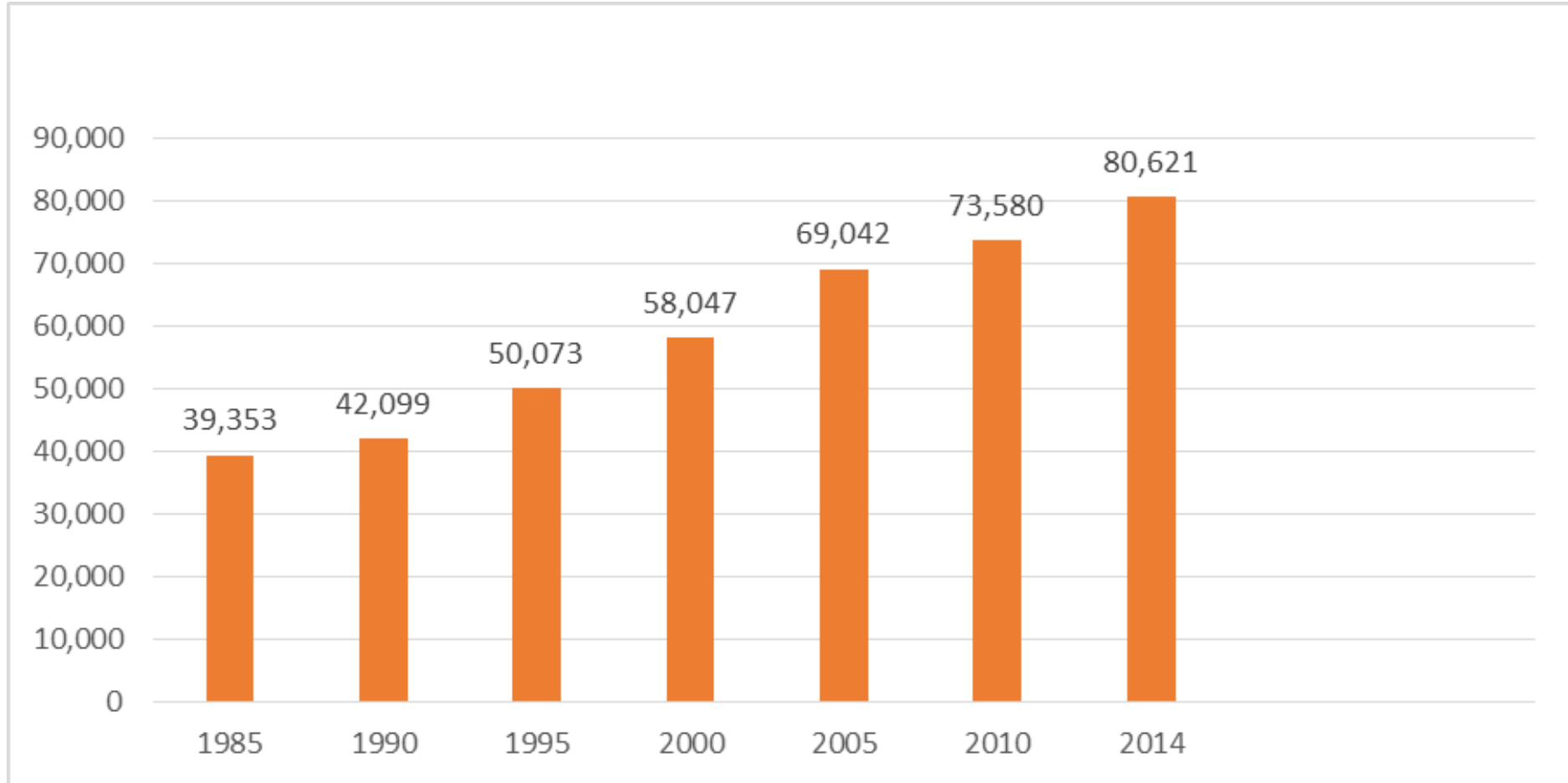


Population Growth Impacts Public Safety

- Call Volume increases
- Response Time increases
- Survival Rates decrease
- Property Saved decreases

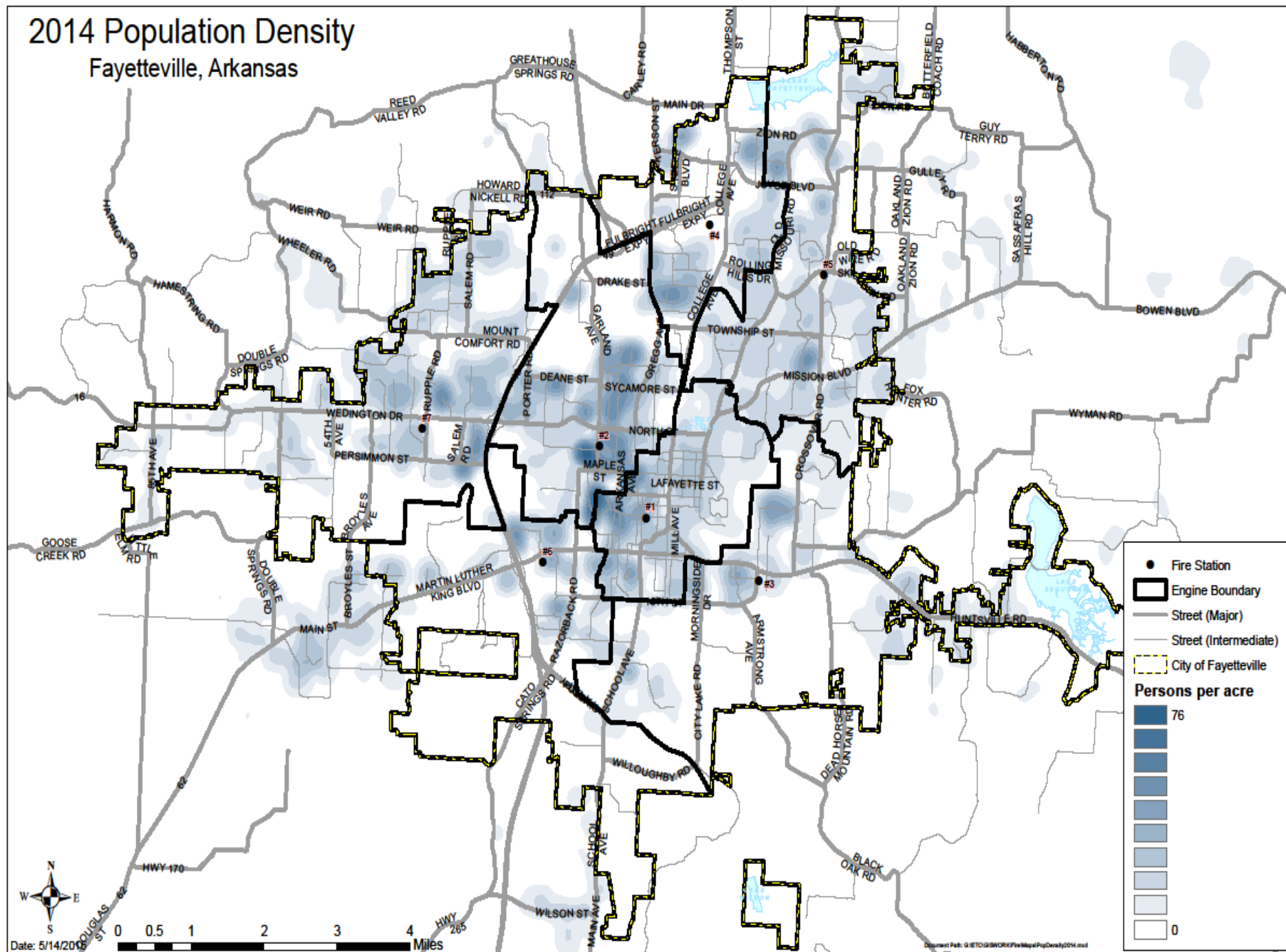


Population History of the City of Fayetteville

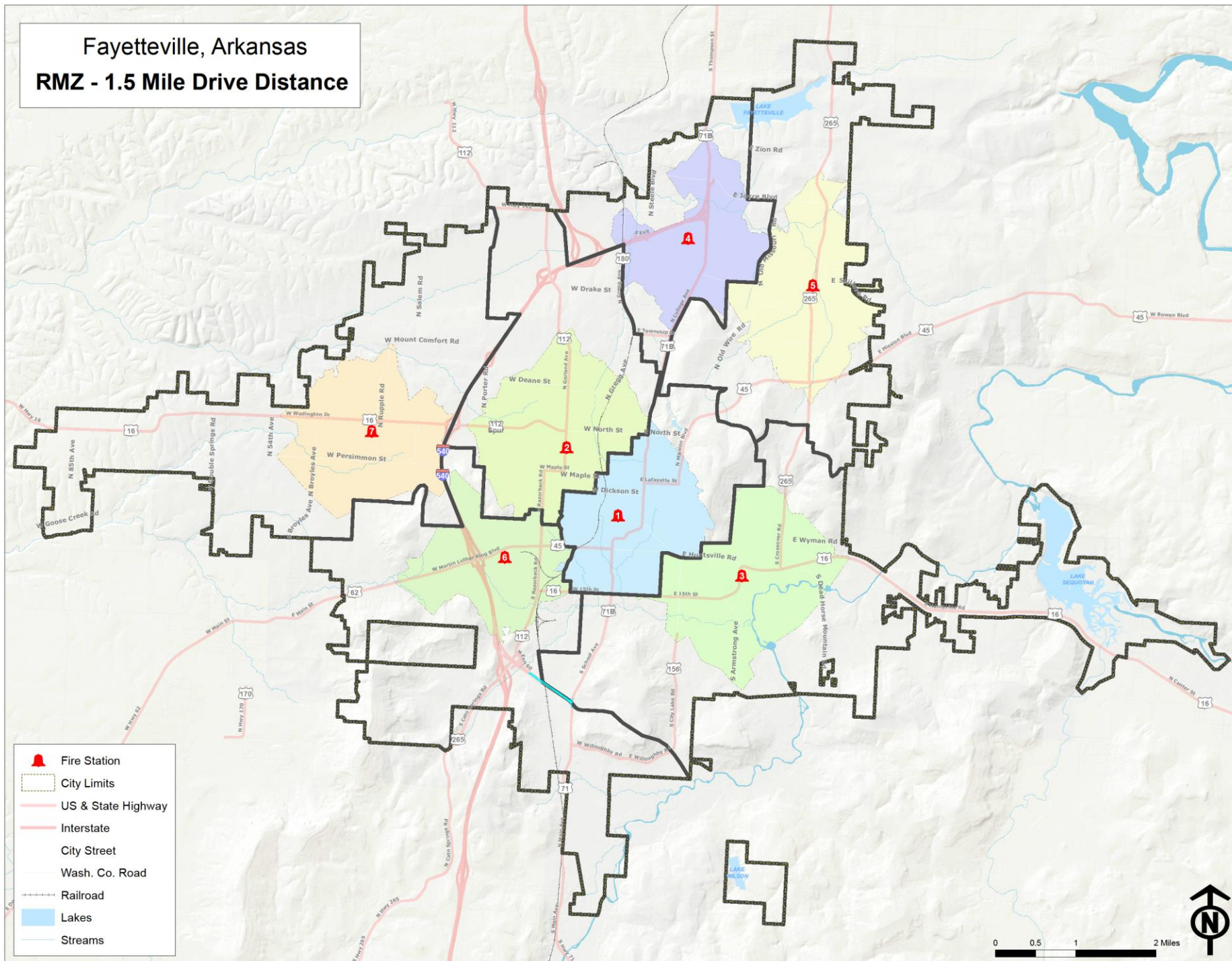


Source: www.biggestuscities.com/city/fayetteville-arkansas &
www.city-data.com/city/Fayetteville-Arkansas

2014 Population Density Fayetteville, Arkansas



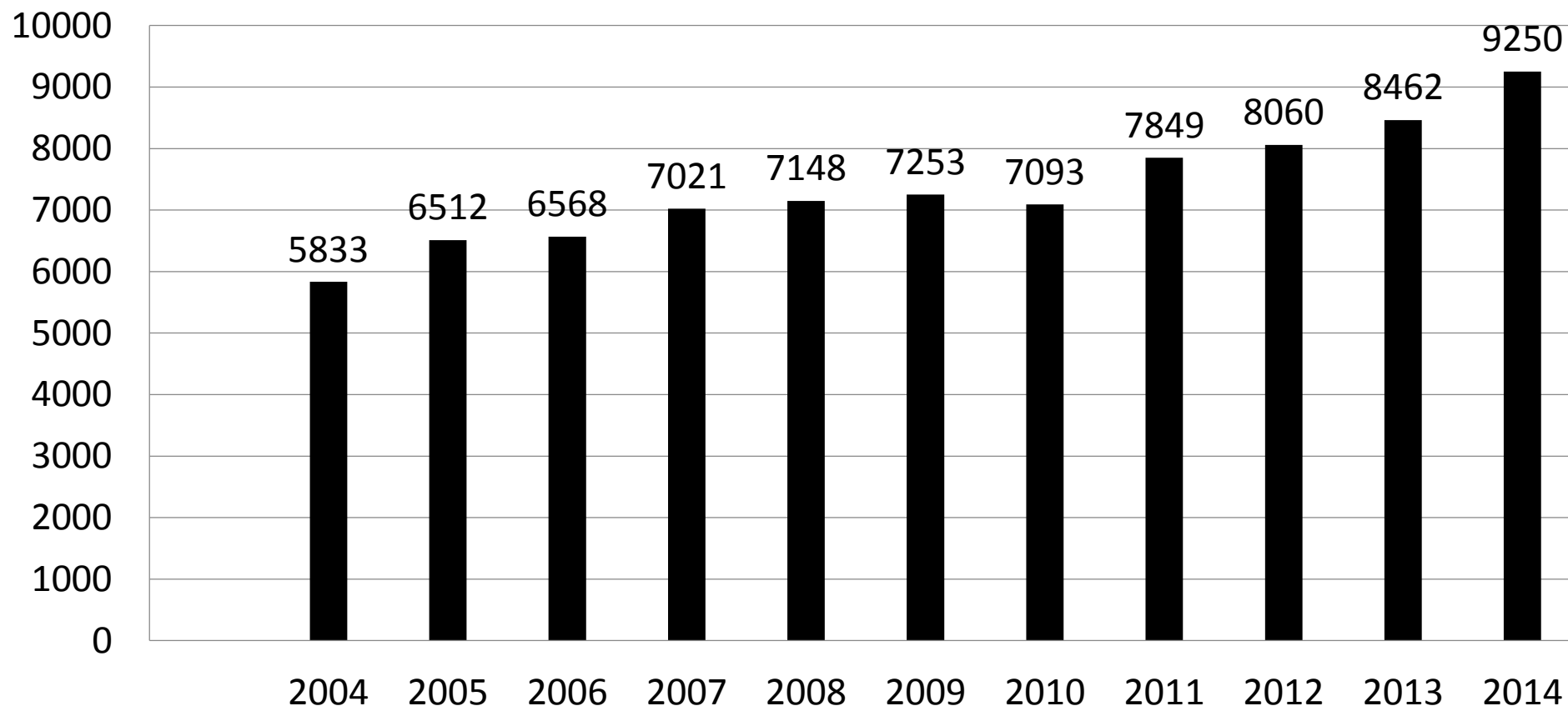
Fayetteville, Arkansas
RMZ - 1.5 Mile Drive Distance





FFD Call Volume Increase

Total Calls for Service 2004 - 2014



2014 Call Volume Density

Fayetteville, Arkansas

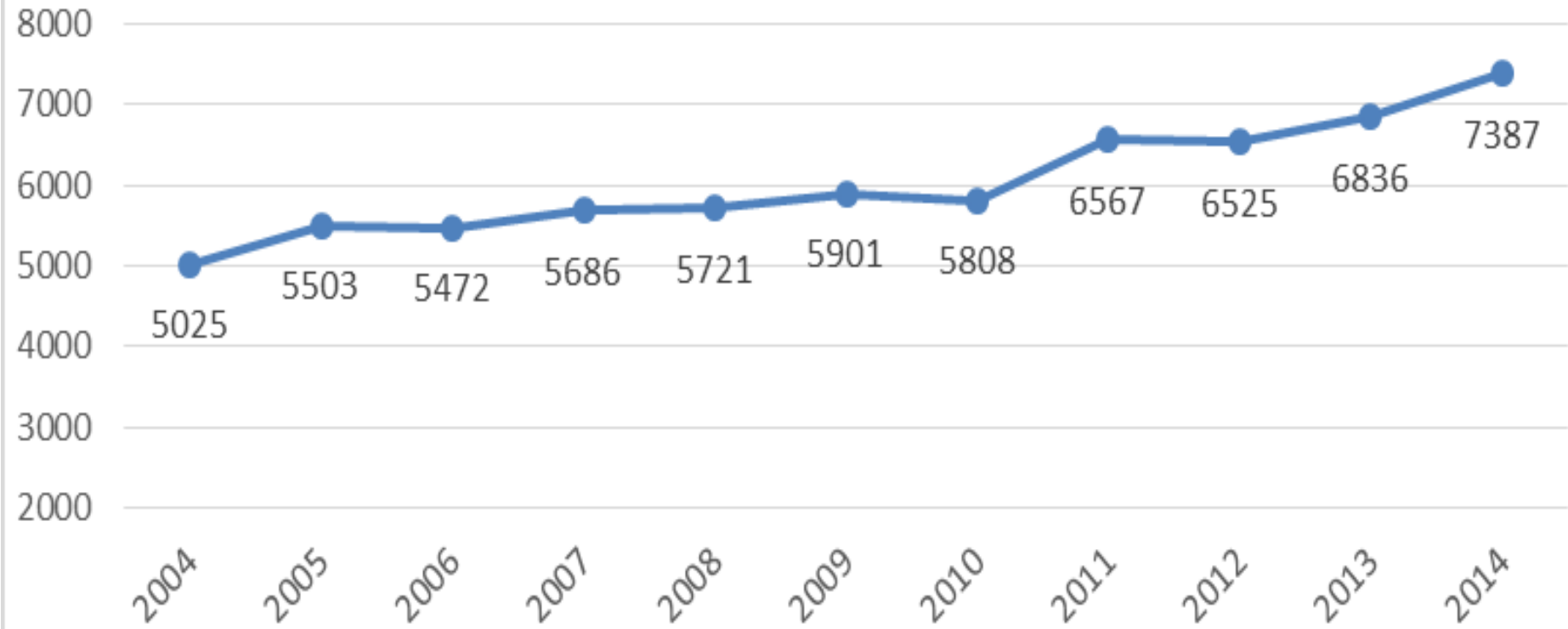
Legend:

- Fire Station
- ▭ Engine Boundary
- Runs per Acre
 - < 0.2
 - 0.2 - 0.5
 - 0.6 - 1.0
 - 1.1 - 10
 - > 10
- No Runs
- Street (Major)
- Street (Intermediate)
- City of Fayetteville

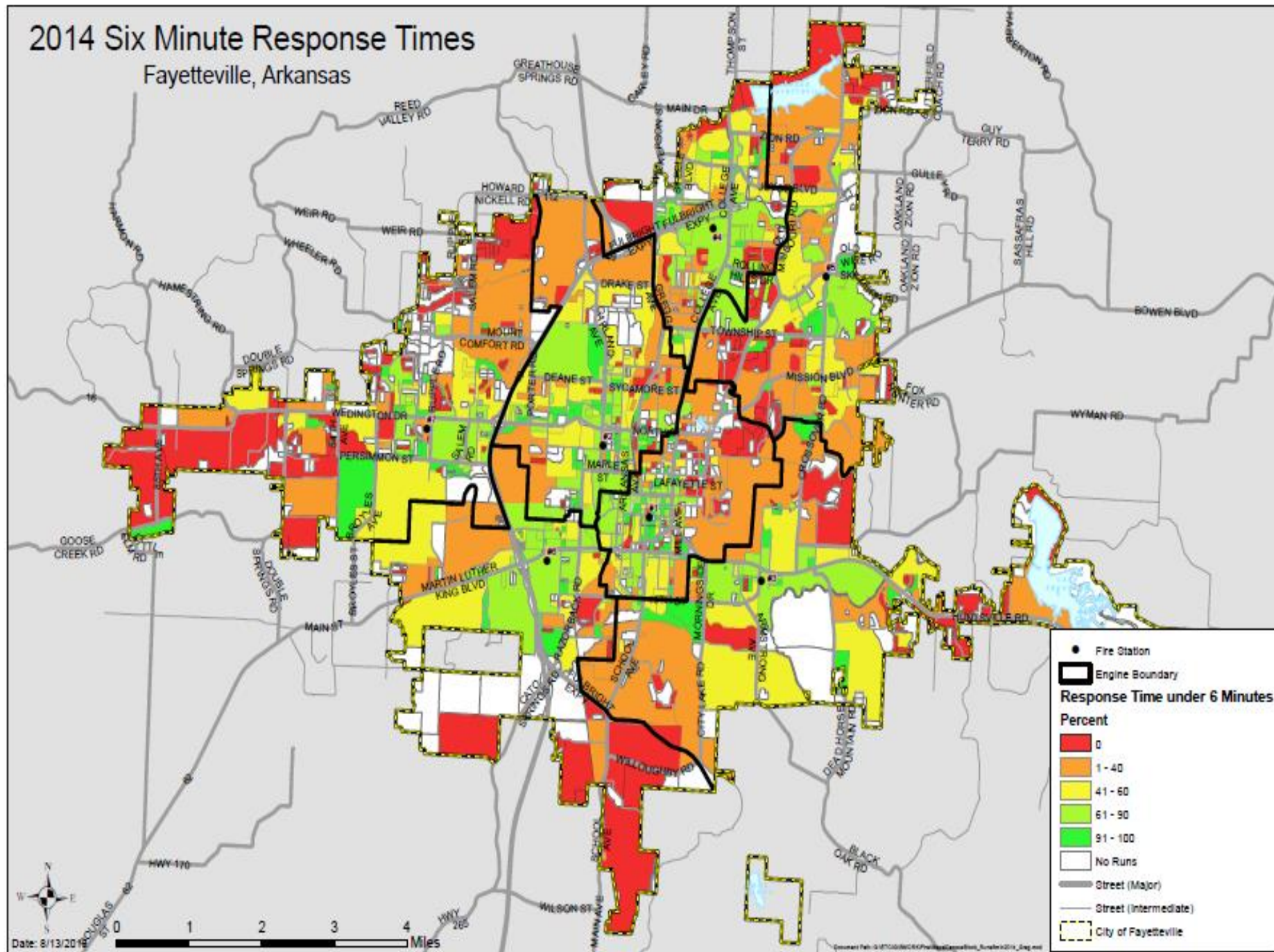
Scale: 0 0.5 1 2 3 4 Miles

Date: 8/13/2015

Call Volume - Emergencies



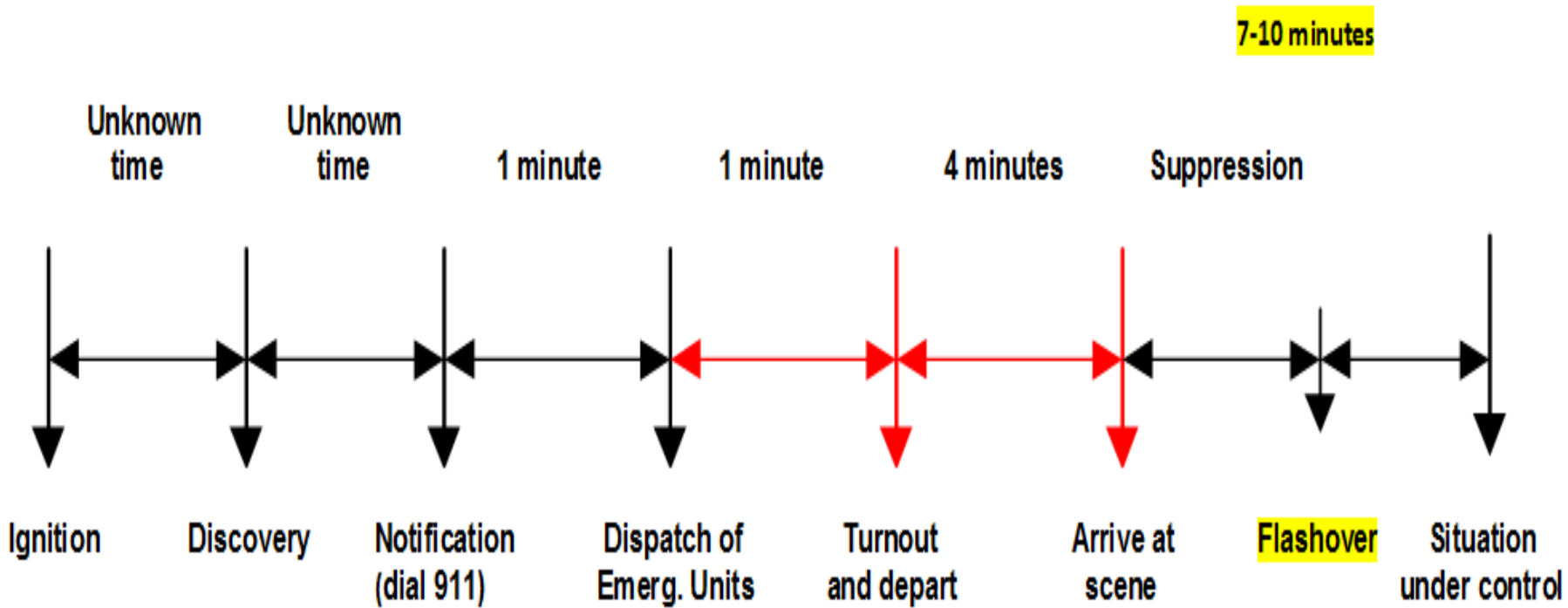
2014 Six Minute Response Times Fayetteville, Arkansas



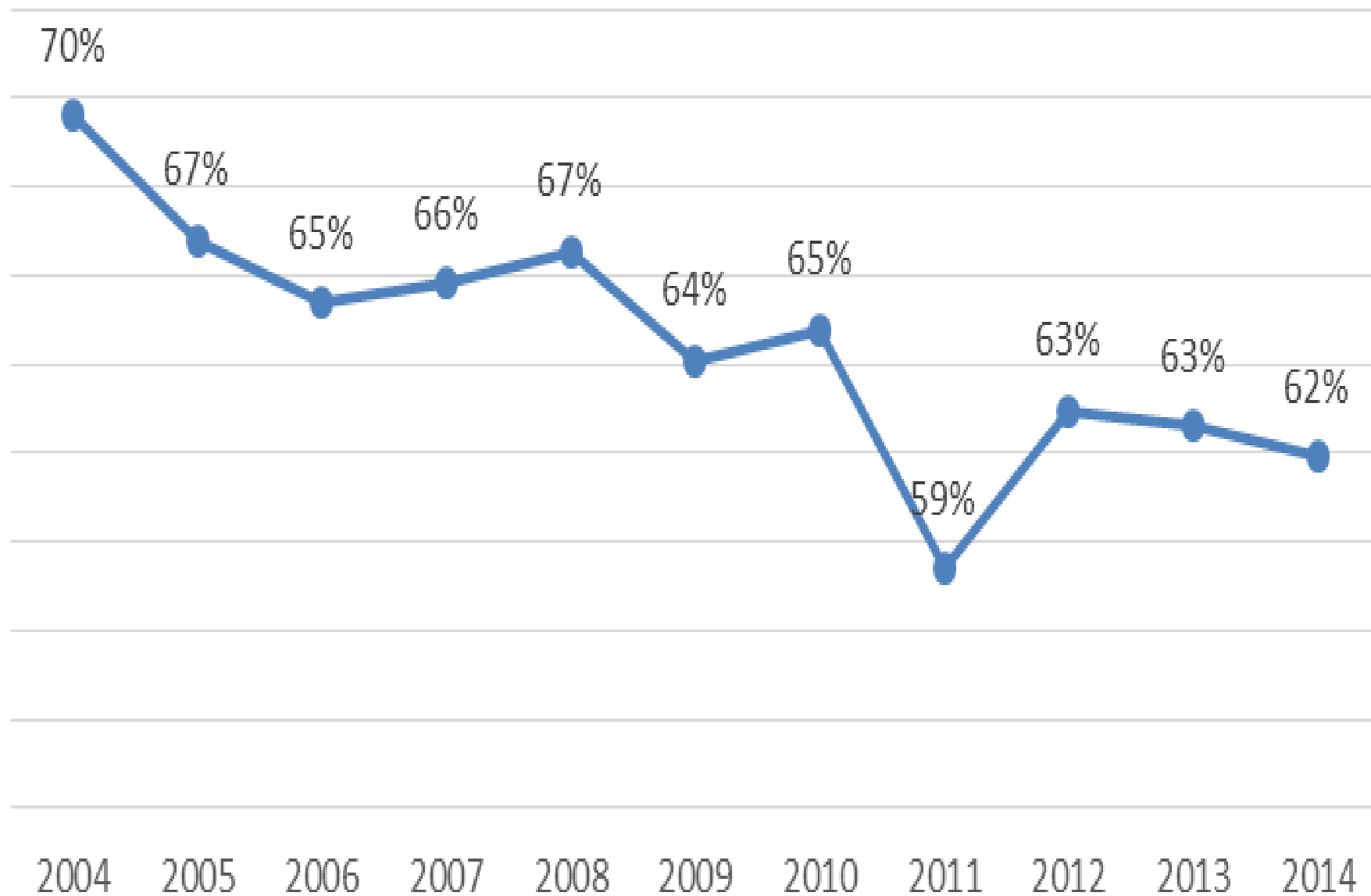


Why 6 Minutes?

FIRE SUPPRESSION

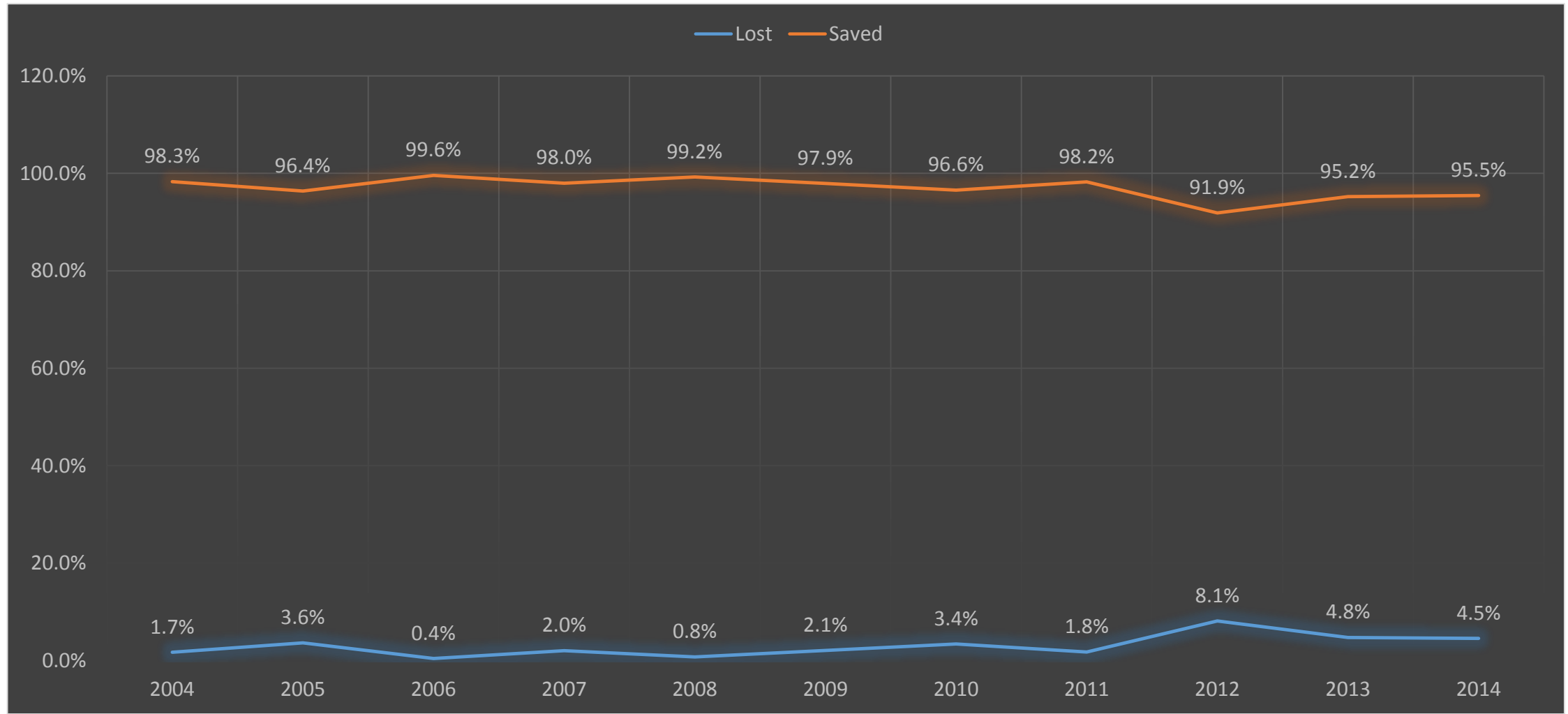


% Response Times < 6 Minutes





Property Saved / Loss 2004-2014





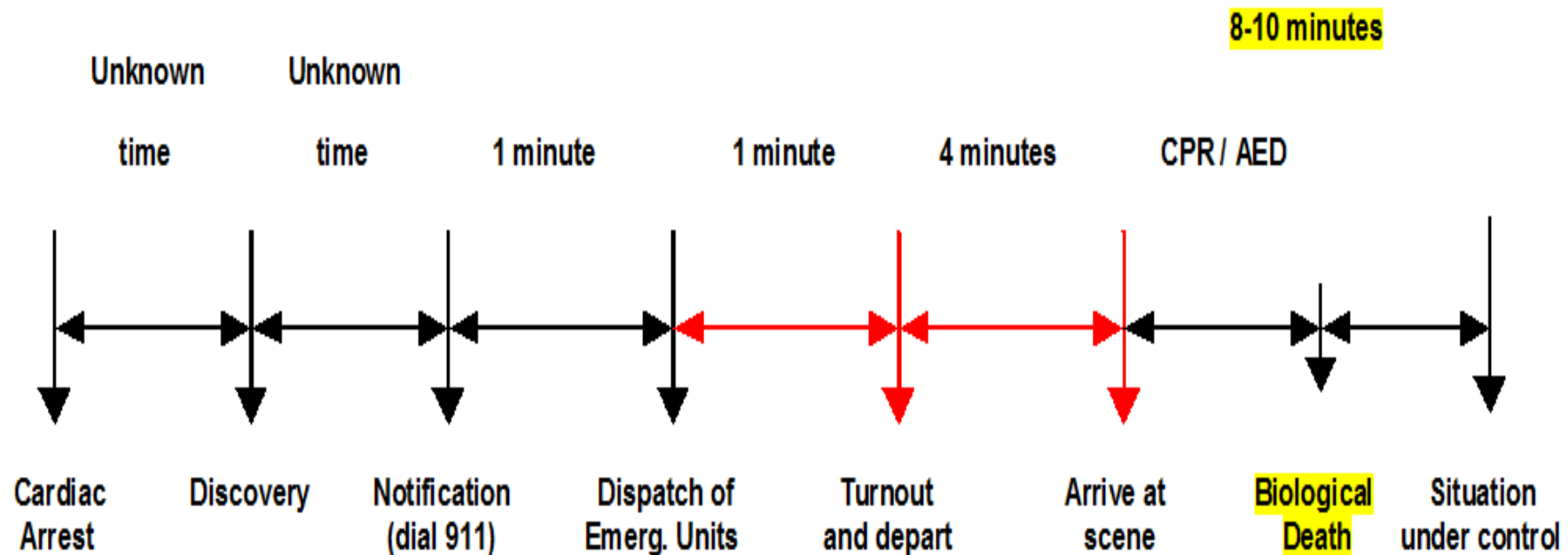
Cardiac Arrest Chain of Survival



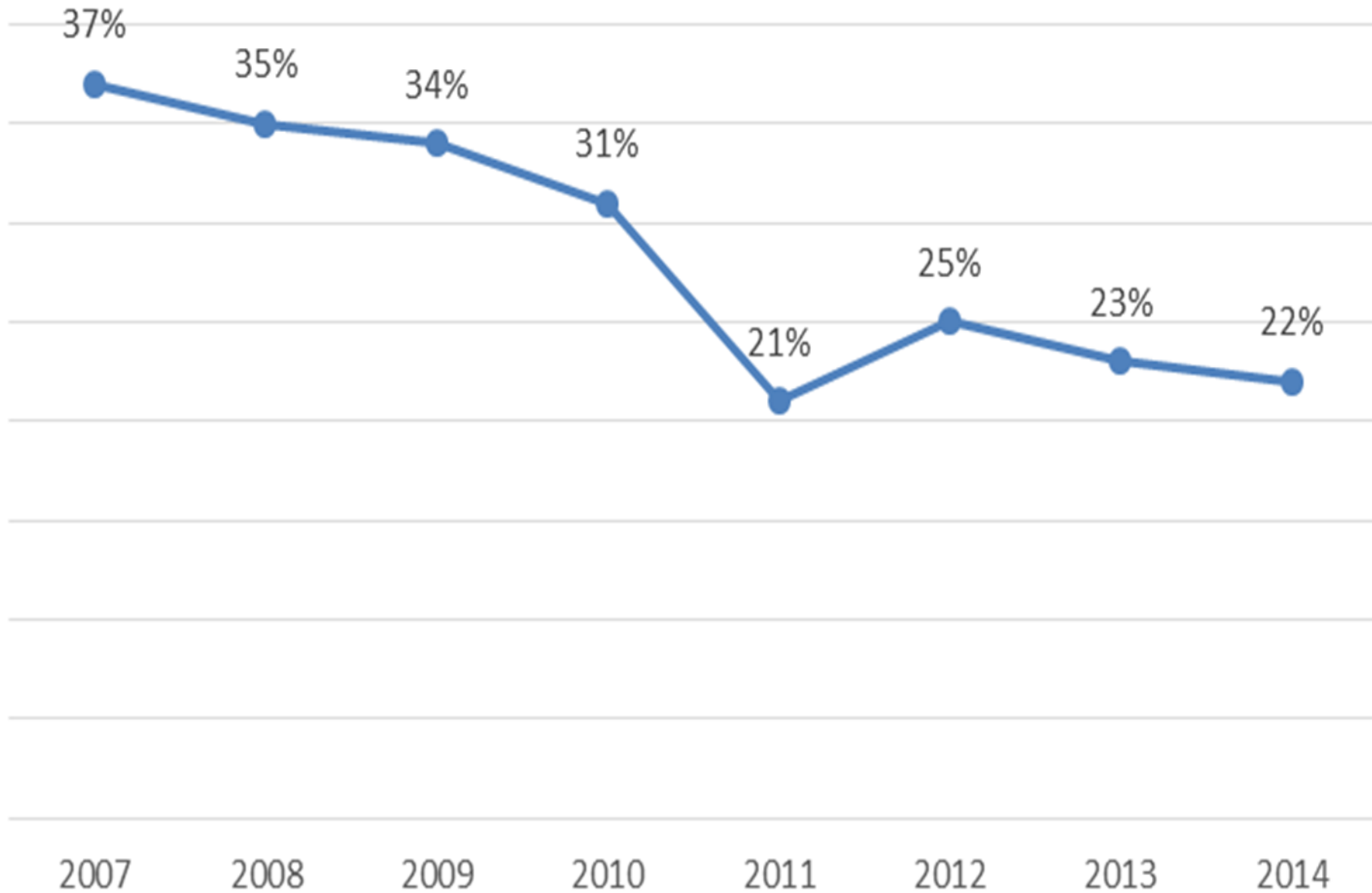


Why 6 Minutes?

EMERGENCY MEDICAL - CARDIAC

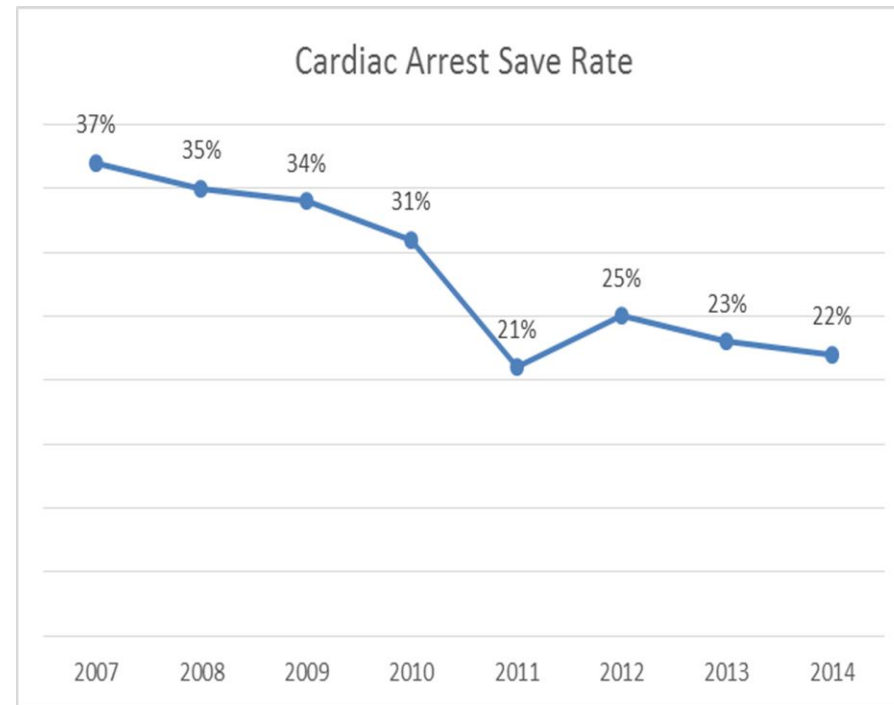
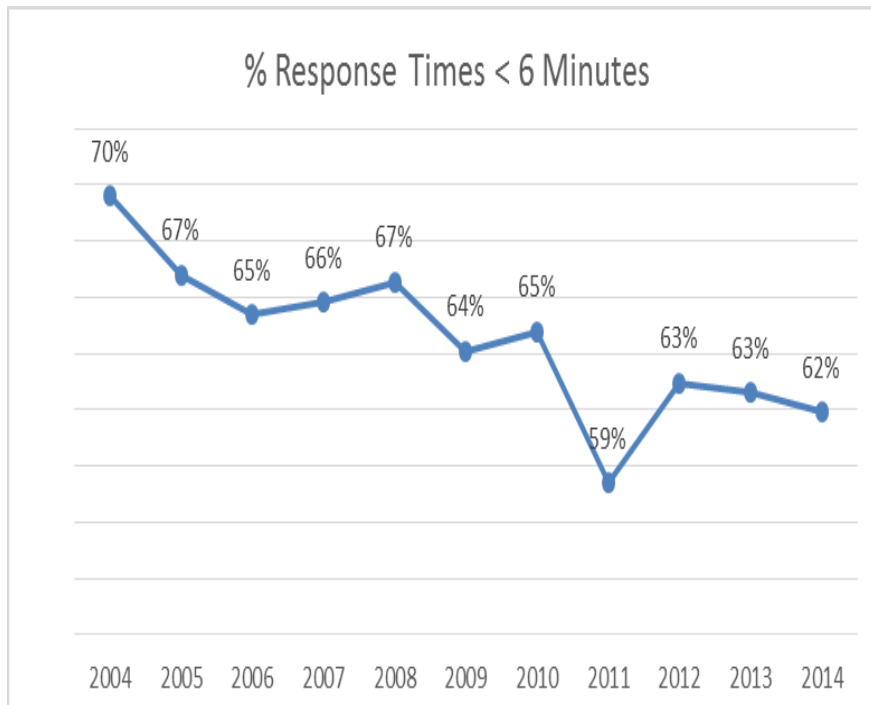


Cardiac Arrest Save Rate

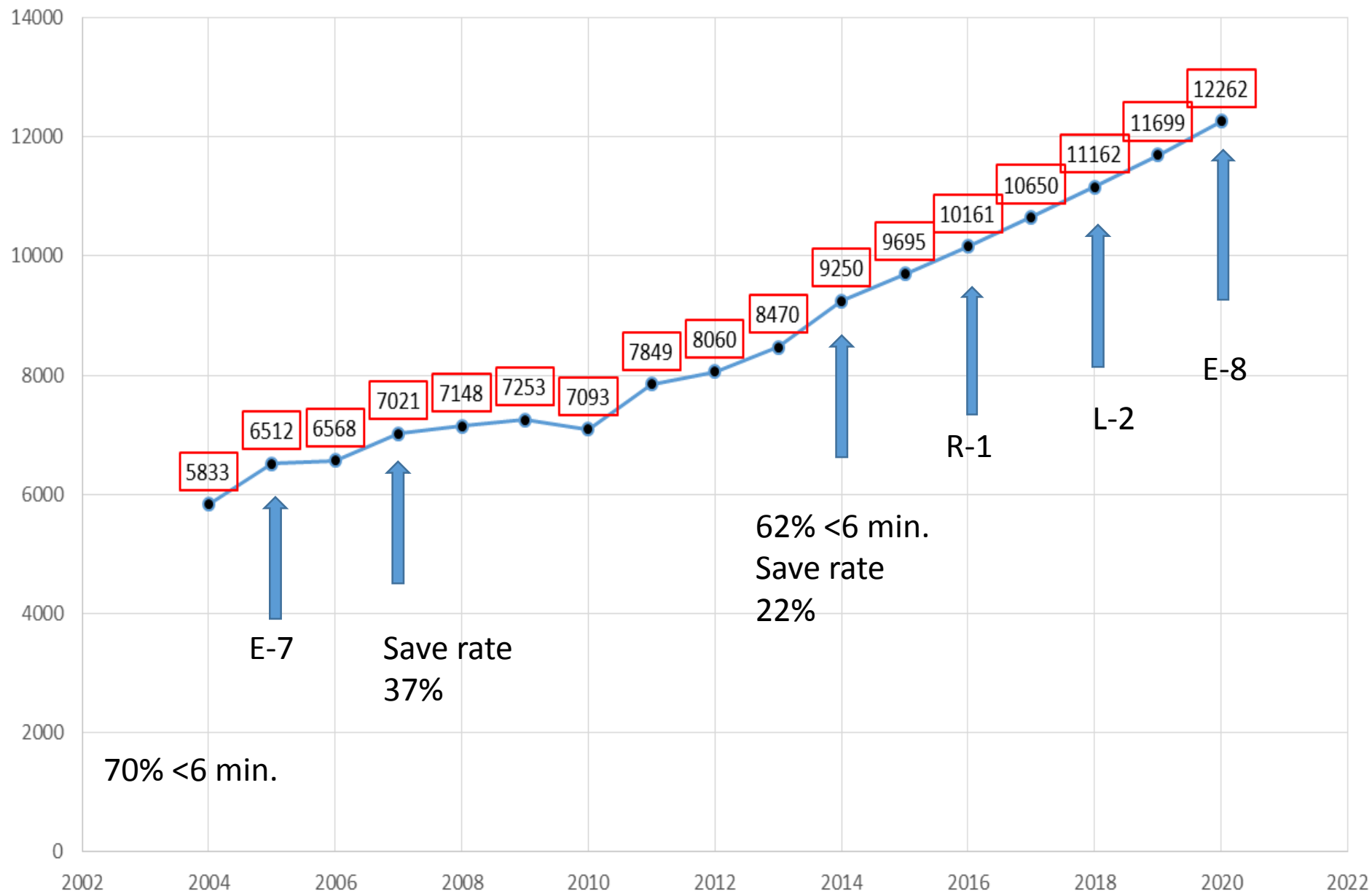




Rapid Response Saves Lives



Fire Department Calls for Service Trend Analysis @ 4.81% Growth for Years 2015-2020





Additional Fire Company 10 Firefighters w/ Rescue Engine

- Create an additional fire company in the core of the city
- Outlying fire companies will stay in their first-in areas more often
- Cardiac arrest survival rates improve
- Response times improve
- More property saved



Unfreeze Safety/Supply Battalion Chief

- Emergency Scene response : Rehab, Staging, Safety, NIMS assignment
- OSHA required programs:
 - Hearing conservation, blood borne pathogen/Infection control program, MSDS requirements, SCBA safety program.
- Workers Compensation injury investigations and reporting.
- Medical exposure investigation and reporting.
- Vehicle accident investigations and reporting.
- Physical Fitness program administration.
- Quartermaster and Inventory control, for supplies, equipment, and personal protective gear and equipment

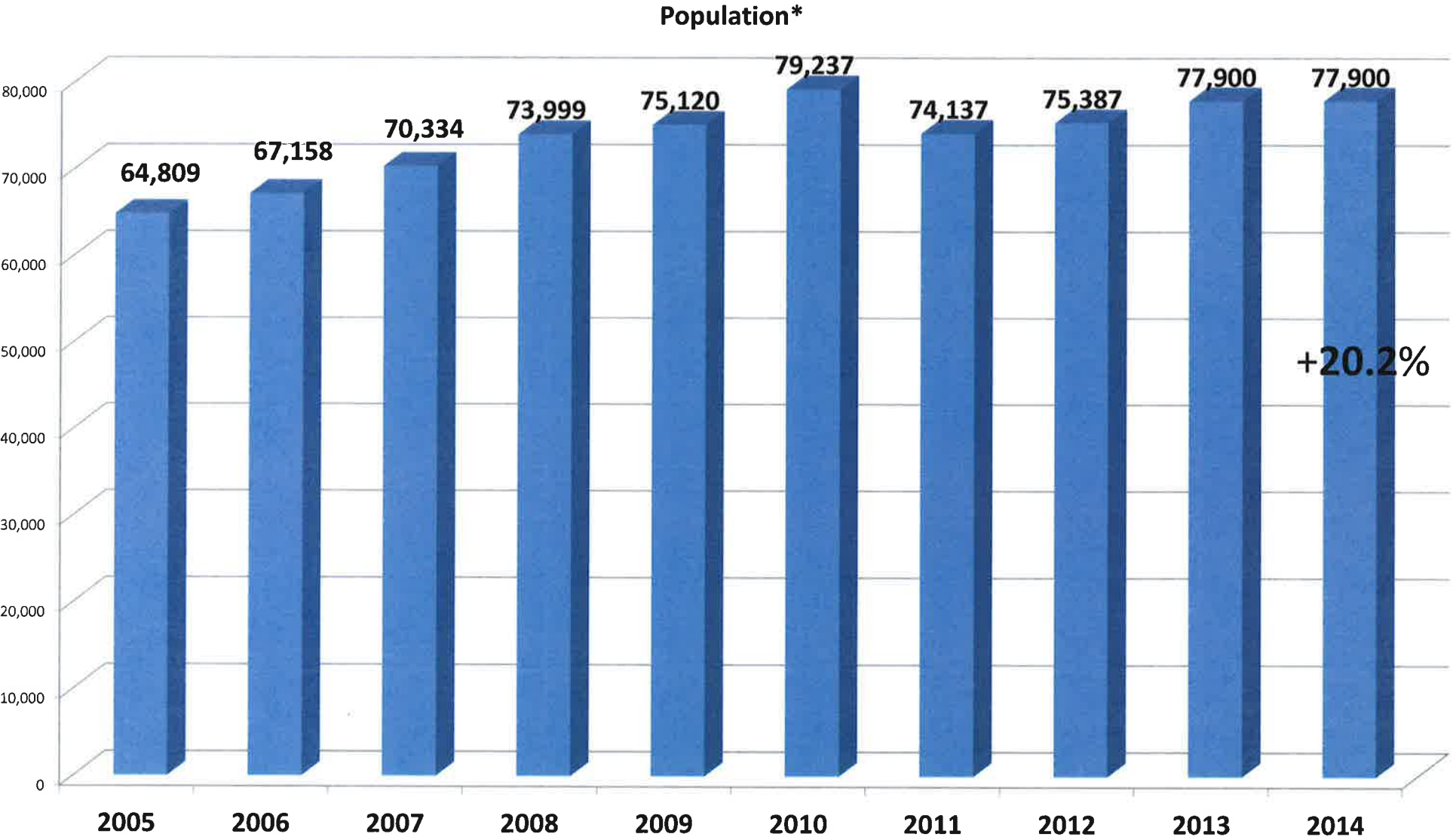


Impact of Population Growth on Fayetteville Fire-Rescue Services

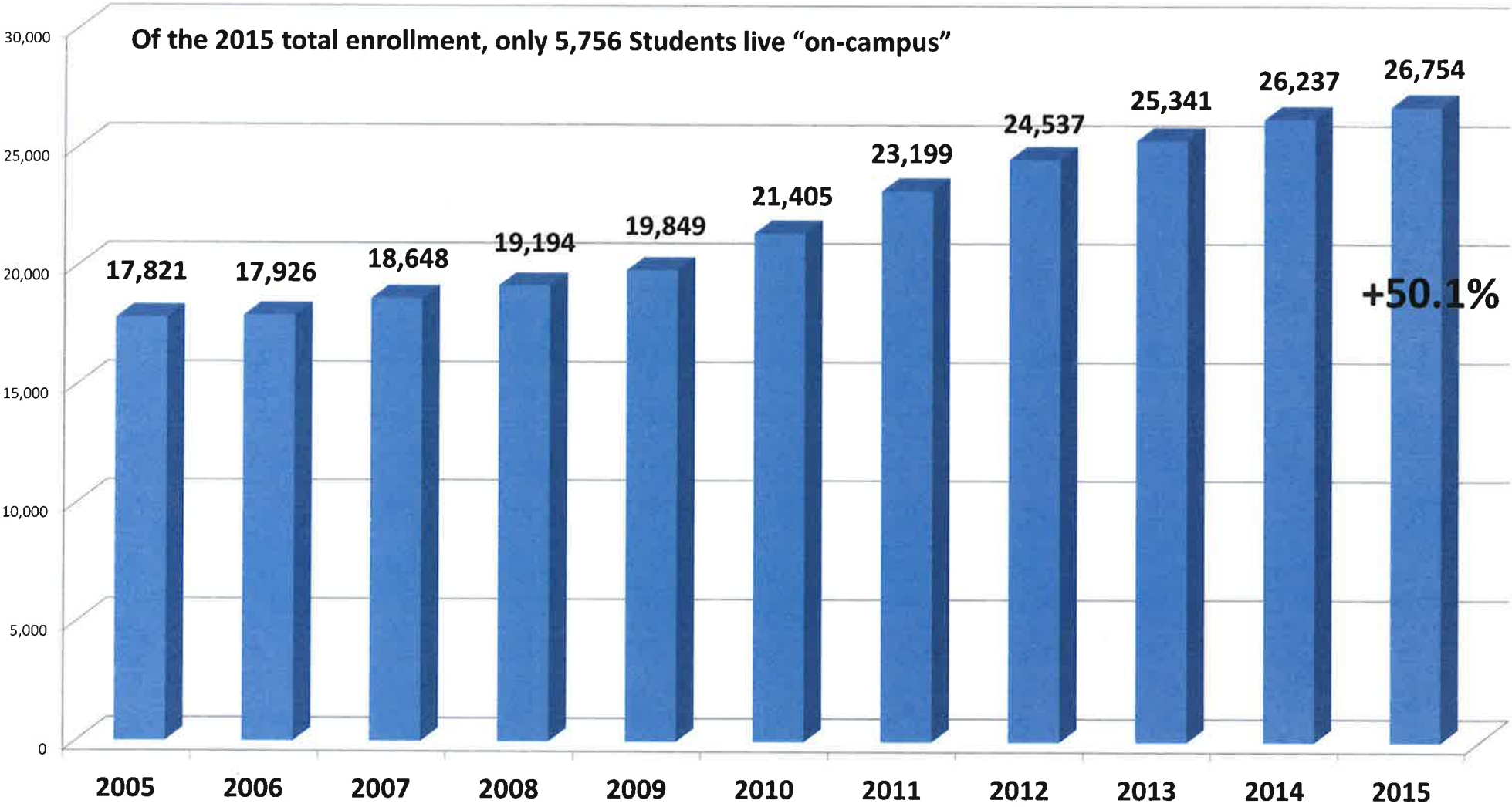
Fayetteville Police Department

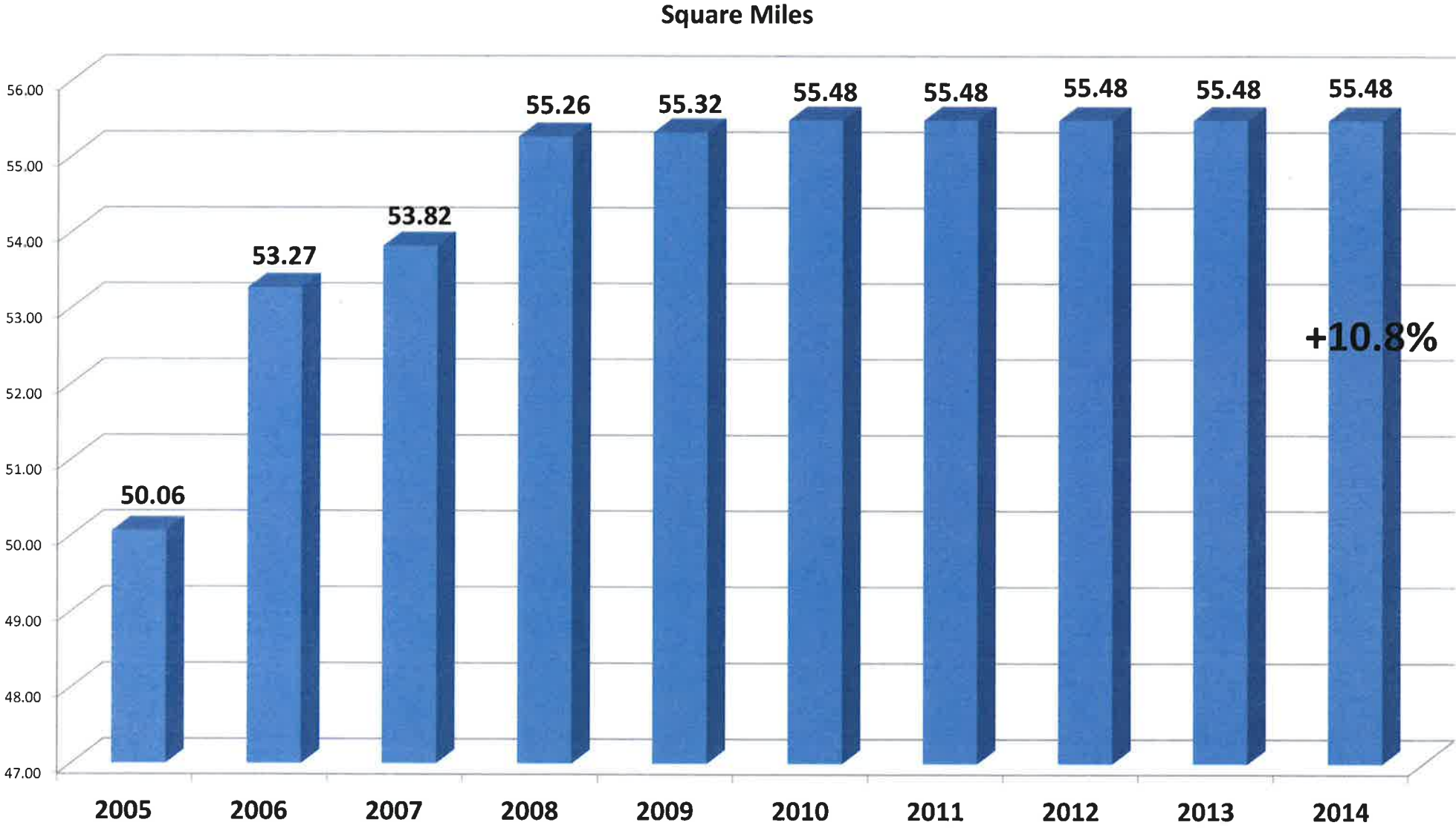


Additional FTE Justification



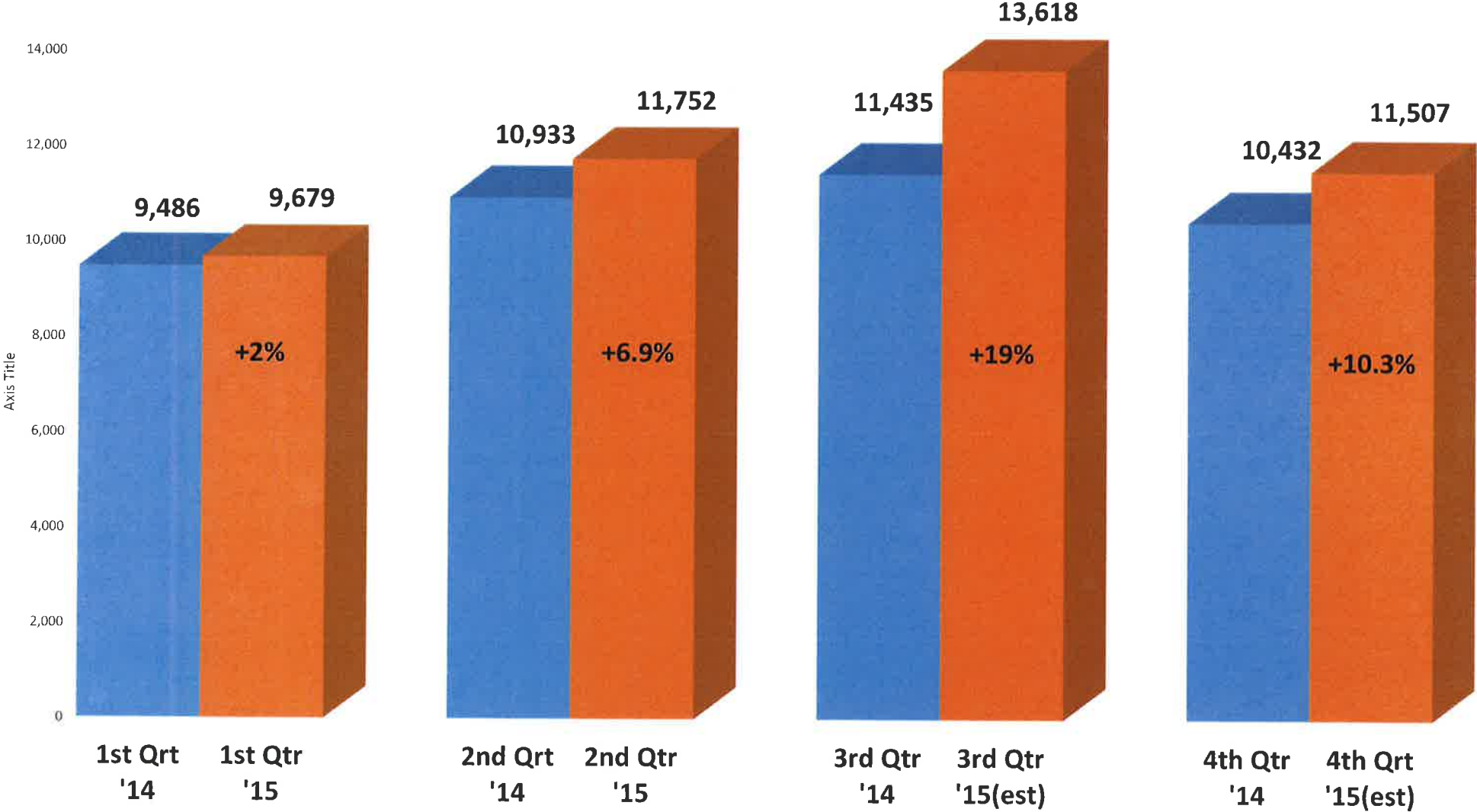
University Fall Enrollment***



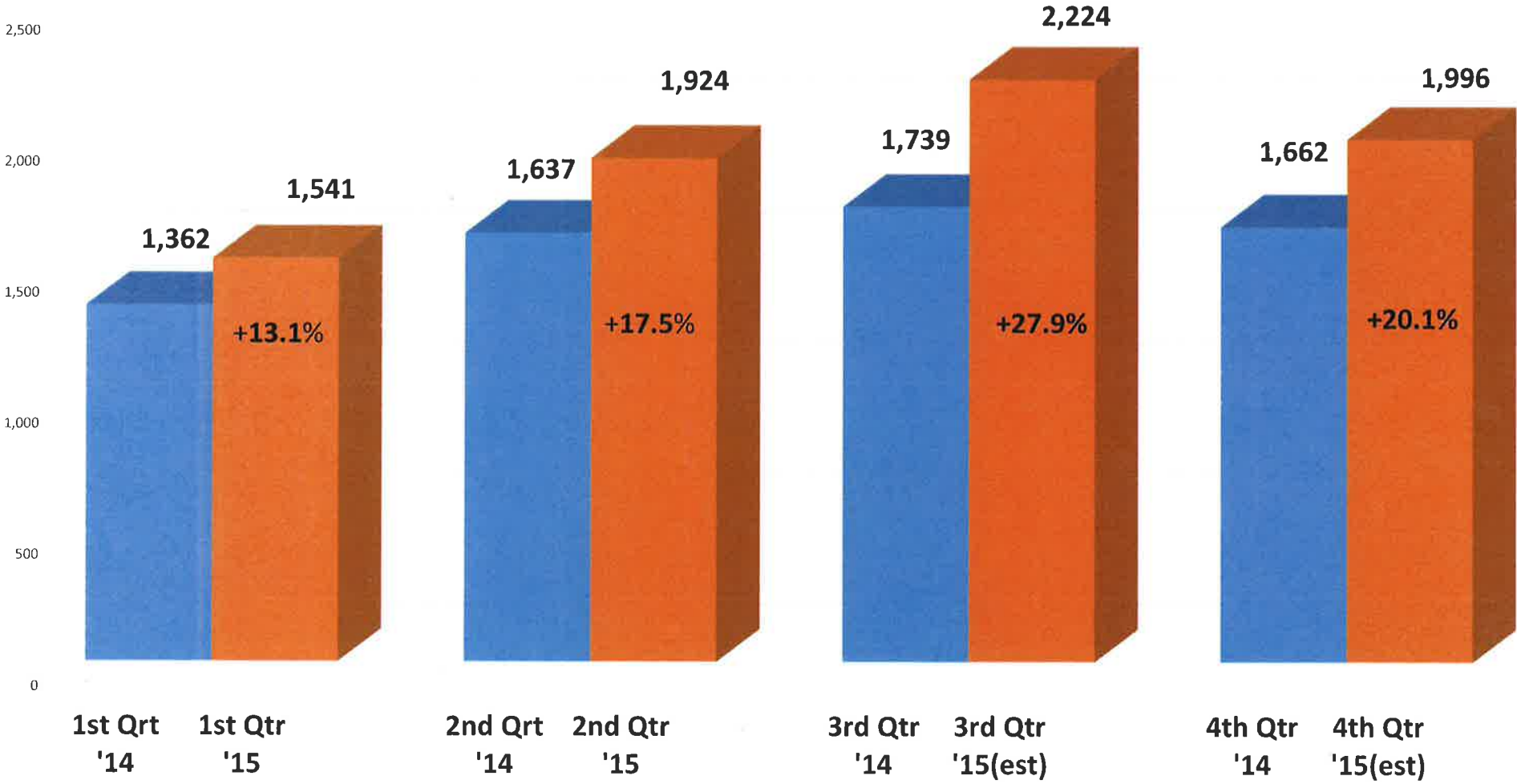




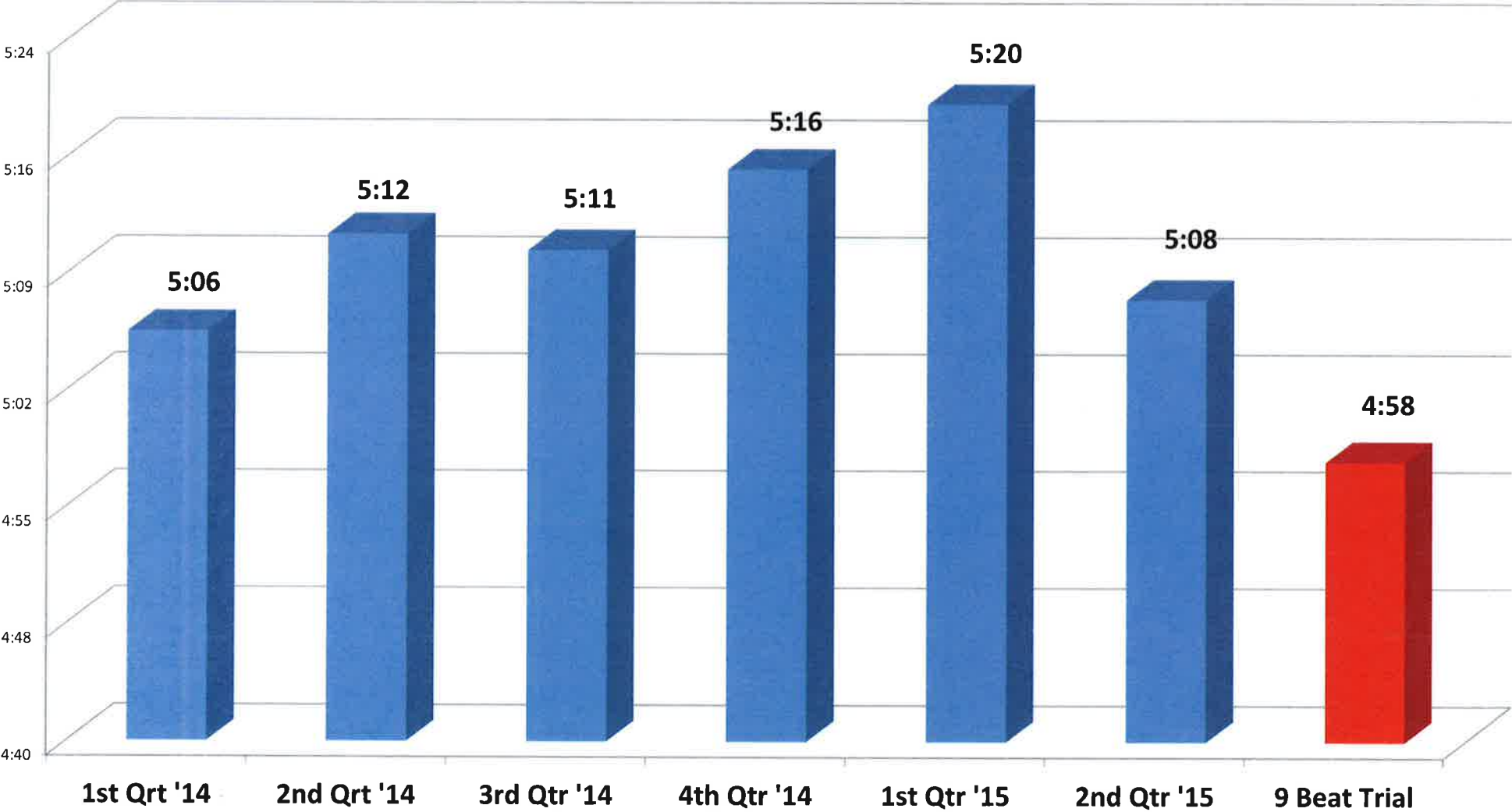
Calls for Service



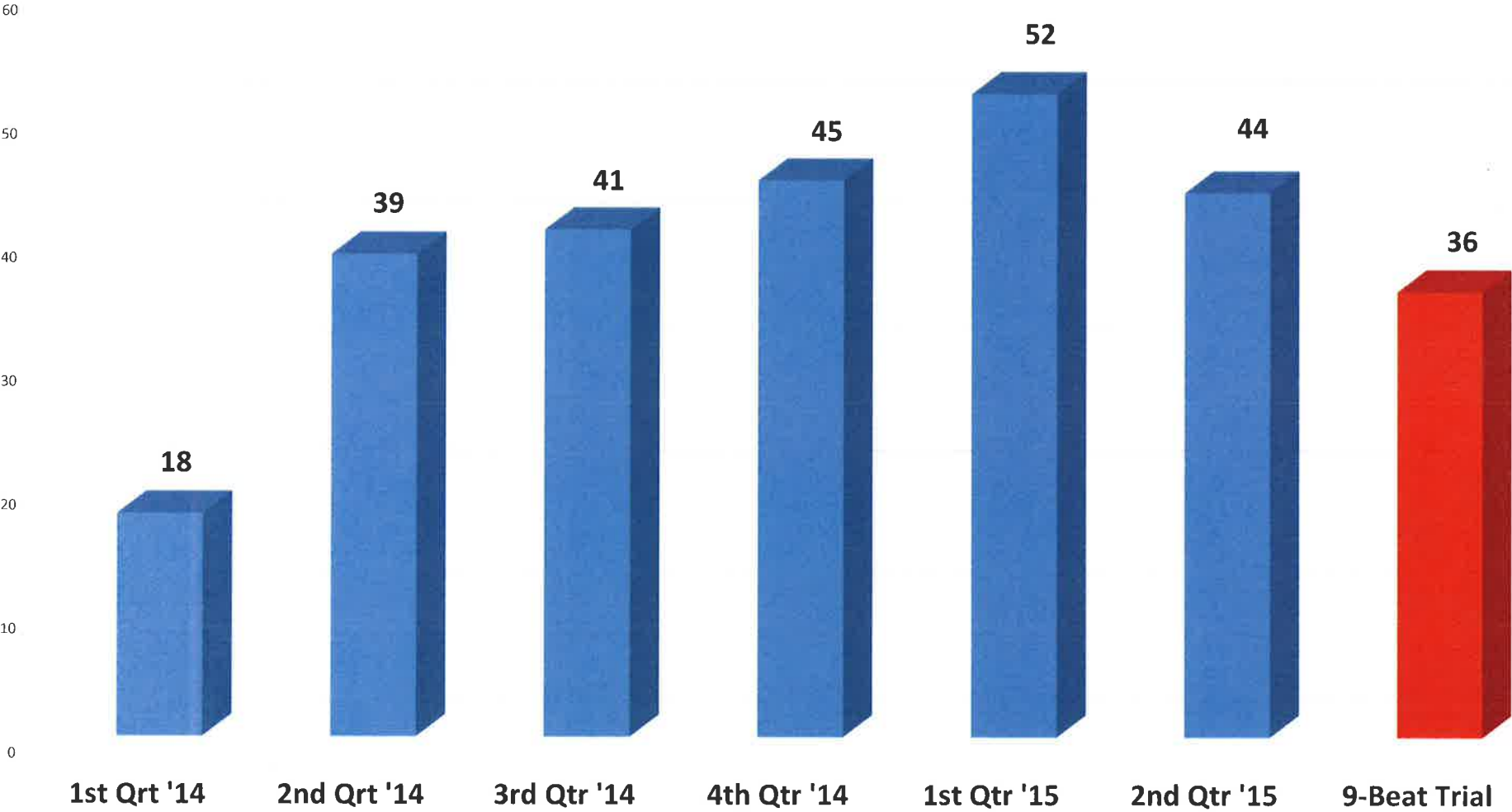
Priority 1 Calls



Priority 1 Response Time

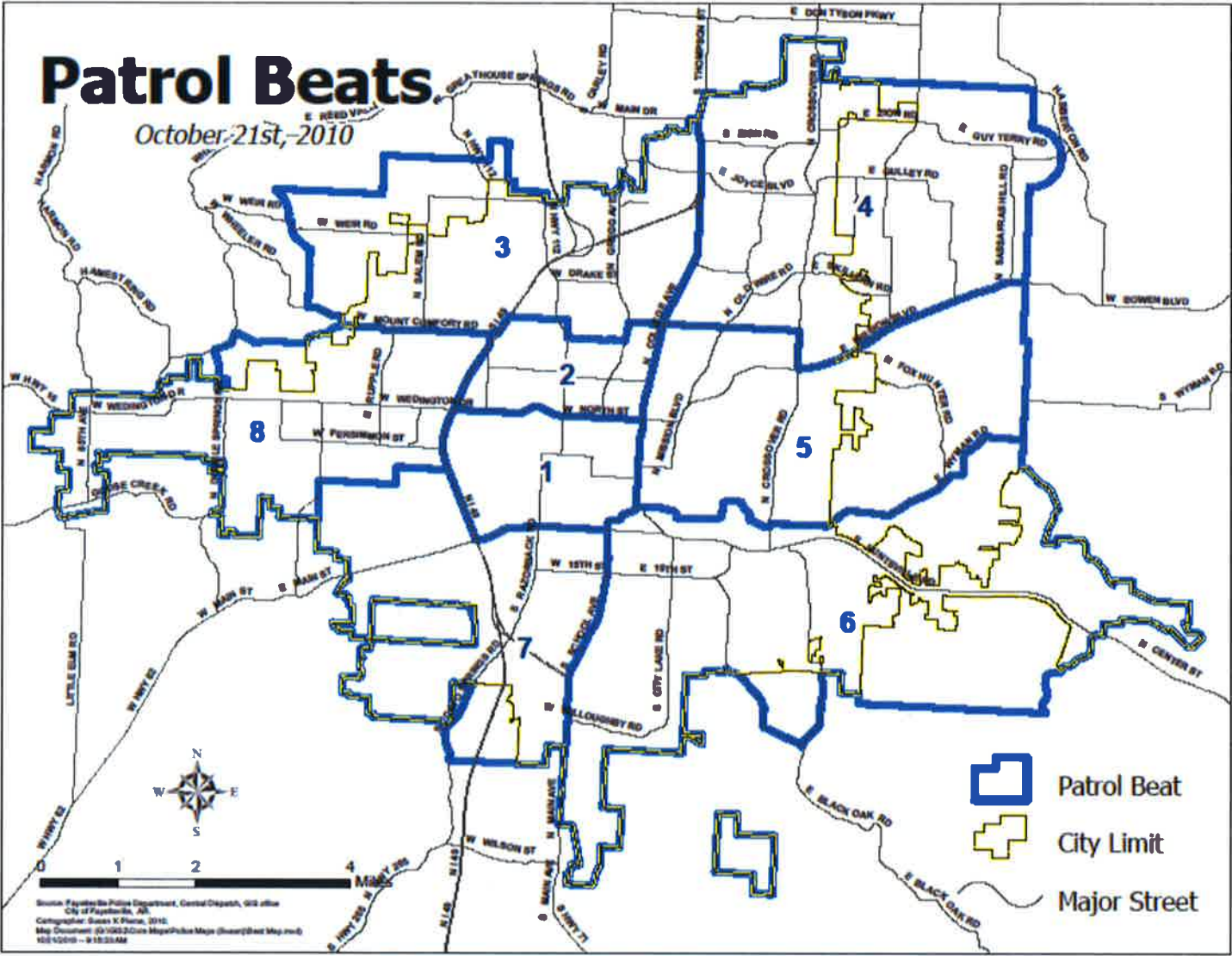


Code 0's



Motor Officers

- The average motor officer works approximately **8%** of the total accidents worked by Patrol.
- The average motor officer saves **17.5** hours of a Patrol Officer's time each month.
- Four Motor Officers would work approximately **32%** of all accidents and save Patrol Officers a total of **70 hours** per month.
- Motor Officers also work many selective and directed traffic enforcement assignments, assist with funeral, parade and VIP escorts, conduct traffic studies, as well as provide backup for Patrol Officers when no other officers are available.





City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road, Suite 400 of 695
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0433

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 1

CITY SALES AND USE TAX BONDS:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SALES AND USE TAX CAPITAL IMPROVEMENT BONDS, SERIES 2015, FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF CERTAIN STREET IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, the City Council of the City of Fayetteville, Arkansas (the "City") has previously determined that there is a great need for a source of revenue to finance the costs of various street improvements within the City (the "2015 Project"); and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas ("Amendment 62") and Arkansas Code Annotated (1998 Repl. & 2013 Supp.) Sections 14-164-301 *et seq.* (as from time to time amended, the "Local Government Bond Act"), to issue and sell its capital improvement bonds to finance the costs of various capital improvements such as those comprising the 2015 Project, which capital improvement bonds may be secured by and payable from the receipts of the special city-wide sales and use tax authorized by the Local Government Bond Act; and

WHEREAS, pursuant to the provisions of Ordinance No. 4891 of the City, adopted and approved on June 20, 2006 (the "Election Ordinance"), there was submitted to the qualified electors of the City four questions regarding the issuance of an aggregate of not to exceed \$110,000,000 in principal amount of capital improvement bonds pursuant to Amendment 62 and the Local Government Bond Act to finance the capital improvements described in the Election Ordinance, said bonds to be secured by a pledge of and lien upon (i) all of the receipts of a special city-wide sales and use tax levied at the rate of one-quarter of one percent (0.25%) pursuant to the Local Government Bond Act (the "0.25% Sales and Use Tax") and (ii) all of the receipts of a special city-wide sales and use tax levied at the rate of three-quarters of one percent (0.75%) pursuant to the Local Government Bond Act (the "0.75% Sales and Use Tax"); and

WHEREAS, at a special election held September 12, 2006, a majority of the qualified electors of the

City voting on the questions approved the issuance of capital improvement bonds in the principal amounts and for each of the specific purposes set forth on the ballot (and the corresponding levy of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax, and the pledge of the receipts thereof to the payment of the capital improvement bonds); and

WHEREAS, as authorized under the provisions of Amendment 62 and the Local Government Bond Act and as approved by the qualified electors of the City, the City has now determined to issue and sell its Sales and Use Tax Capital Improvement Bonds, Series 2015, in the aggregate principal amount of \$9,000,000 (the “Bonds”), in order to provide for the funding of the 2015 Project; and

WHEREAS, as authorized by the provisions of the Election Ordinance, the City has previously made arrangements for the sale of the Bonds to Stephens Inc., Fayetteville, Arkansas (the “Underwriter”), pursuant to the terms of a Bond Purchase Agreement between the City and the Underwriter (the “Bond Purchase Agreement”) in substantially the form presented to and before this meeting;

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

Section 1. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas and the Local Government Bond Act, there is hereby authorized the issuance of bonds of the City to be designated as “Sales and Use Tax Capital Improvement Bonds, Series 2015” (the “Bonds”). The Bonds shall be issued in the original aggregate principal amount of Nine Million Dollars (\$9,000,000) and shall mature not later than November 1, 2025, in the principal amounts and bearing interest at the rates specified in the Bond Purchase Agreement. The entire aggregate principal amount of the Bonds hereby authorized shall be deemed to apply to the Street Project described in Question 3 of the ballot.

The average yield on the Bonds as a whole shall not exceed 3.50%. The proceeds of the Bonds will be utilized to finance the costs of the 2015 Project, to establish a debt service reserve for the Bonds or to purchase a surety bond or debt service reserve insurance policy for reserve purposes, if deemed economically beneficial, to pay a premium for bond insurance, if deemed economically beneficial, and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Bonds. The Bonds shall be issued in the form and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the Fourth Supplemental Trust Indenture submitted to this meeting.

The Mayor is hereby authorized and directed to execute and deliver the Bonds in one or more series, each series to be in substantially the form thereof contained in the Fourth Supplemental Trust Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Kutak Rock LLP, Little Rock, Arkansas (“Bond Counsel”), in order to complete the Bonds in substantially the form contained in the Fourth Supplemental Trust Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Bonds, their execution to constitute conclusive evidence of such approval.

Section 2. In order to pay the principal of and interest on the Bonds as they mature or are called for

redemption prior to maturity, there is hereby pledged all of the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax levied by the Election Ordinance. Such pledge securing the Bonds shall be made on a parity basis with the existing pledge of such receipts in favor of the City's \$50,000,000 Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Series 2006A Bonds"), the City's \$14,340,000 Sales and Use Tax Capital Improvement Bonds, Series 2007 (the "Series 2007 Bonds"), the City's \$11,250,000 Sales and Use Tax Capital Improvement Bonds, Series 2009 (the "Series 2009 Bonds"), and the City's \$22,750,000 Sales and Use Tax Capital Improvement Bonds, Series 2013 (the "Series 2013 Bonds"). The levy and collection of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax shall commence on the dates provided in the Local Government Bond Act and shall continue until such time as the Series 2006A Bonds, the Series 2007 Bonds, the Series 2009 Bonds, the Series 2013 Bonds and the Bonds are no longer outstanding or sufficient funds are on deposit with the Trustee to redeem the Series 2006A Bonds, the Series 2007 Bonds, the Series 2009 Bonds, the Series 2013 Bonds and the Bonds in full. The City covenants and agrees that all receipts from the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax will be accounted for separately as special funds on the books of the City, and receipts of said 0.25% Sales and Use Tax and 0.75% Sales and Use Tax will be deposited and will be used solely as provided in the Trust Indenture (as defined below).

Section 3. To prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge a Fourth Supplemental Trust Indenture (the "Fourth Supplemental Trust Indenture"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas (the "Trustee"), and the City Clerk is hereby authorized and directed to execute and acknowledge the Fourth Supplemental Trust Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Fourth Supplemental Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Fourth Supplemental Trust Indenture supplements and amends a Trust Indenture dated as of November 1, 2006, as previously amended by a First Supplemental Trust Indenture dated as of October 1, 2007, a Second Supplemental Trust Indenture dated as of November 1, 2009, and a Third Supplemental Trust Indenture dated as of November 1, 2013, each by and between the City and the Trustee (the "Original Indenture," and collectively with the Fourth Supplemental Trust Indenture, the "Trust Indenture"). The Fourth Supplemental Trust Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of 0.25% Sales and Use Tax receipts and 0.75% Sales and Use Tax receipts and the terms of the Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Fourth Supplemental Trust Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Fourth Supplemental Trust Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Fourth Supplemental Trust Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 4. There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Bonds. The Preliminary Official Statement is hereby "deemed final" by the City within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official Statement is hereby

approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement," and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes as shall be approved by such persons, the Mayor's execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

Section 5. In order to prescribe the terms and conditions upon which the Bonds are to be sold to the Underwriter, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the "Bond Purchase Agreement"), by and between the City and the Underwriter, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 6. In order to provide for continuing disclosure of certain financial and operating information with respect to the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax in compliance with the provisions of Rule 15c2-12 of the U. S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the "Continuing Disclosure Agreement"), by and between the City and the Trustee, and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Trustee. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 7. The Trust Indenture requires that a debt service reserve be funded in conjunction with the issuance of the Bonds' The Underwriter has proposed that the City consider the purchase of a surety bond or a debt service reserve insurance policy with a portion of the proceeds of the Bonds in order to fulfill such requirement. If deemed economically advantageous by the Mayor, upon the advice of the Underwriter, the Mayor is hereby authorized to execute an insurance commitment and to do any and all

things necessary to accomplish the delivery of a surety bond or a debt service reserve insurance policy with respect to the Bonds.

Section 8. In order to secure lower interest rates on the Bonds, the Underwriter has proposed that the City consider the purchase of a policy of bond insurance with a portion of the proceeds of the Bonds, which policy would guarantee the payment of the principal of and interest on the Bonds when due. If deemed economically advantageous by the Mayor, upon the advice of the Underwriter, the Mayor is hereby authorized to execute an insurance commitment and to do any and all things necessary to accomplish the delivery of a bond insurance policy with respect to the Bonds.

Section 9. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Bonds and to effect the execution and delivery of the Fourth Supplemental Trust Indenture, the Bond Purchase Agreement, the Official Statement, the Continuing Disclosure Agreement and a Tax Regulatory Agreement relating to the tax exemption of interest on the Bonds, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 10. As previously provided in the Election Ordinance, Kutak Rock LLP, Little Rock, Arkansas, is hereby confirmed as Bond Counsel on behalf of the City in connection with the issuance and sale of the Bonds.

Section 11. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.'

Section 12. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

City of Fayetteville Staff Review Form

2015-0433

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Marsha Hertweck

9/16/2015

Accounting & Audit /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an Ordinance authorizing the issuance and sale of the City's Sales and Use Tax Capital Improvement Bonds, Series 2015 in the amount of approximately \$9,000,000 for the purpose of financing a portion of certain street improvements.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	No	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 OCTOBER 6, 2015

TO: Mayor and City Council

FROM: Paul Becker, Finance Director

DATE: September 18, 2015

SUBJECT: **Issuance of City Sales and Use Tax Bonds in the amount of approximately \$9,000,000**

PROPOSAL:

On September 12, 2006 the voters of Fayetteville approved the issuance of up to \$110,000,000 worth of sales tax bonds for the following projects:

WSIP - \$42,000,000
Street Project - \$65,900,000
Trails Project - \$2,100,000

Subsequent to that referendum the City issued sales tax bonds in 2006, 2007, 2009 and 2013 as follows:

WSIP – \$39,340,000
Street Project - \$56,900,000
Trails Project - \$2,100,000

This bond issue, if approved, is expected to generate approximately \$9,000,000 for the completion of the Street Bond Project which was approved by the voters in 2006.

RECOMMENDATION:

Staff recommends approval of an ordinance requesting the council to approve the issuance of up to \$9,000,000 worth of sales tax bonds for the Street Programs.

BUDGET/STAFF IMPACT:

The approval of this ordinance will provide funds for continued work on the Street Bond Project.

KUTAK ROCK LLP
DRAFT 09/14/15

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SALES AND USE TAX CAPITAL IMPROVEMENT BONDS, SERIES 2015, FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF CERTAIN STREET IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City Council of the City of Fayetteville, Arkansas (the "City") has previously determined that there is a great need for a source of revenue to finance the costs of various street improvements within the City (the "2015 Project"); and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas ("Amendment 62") and Arkansas Code Annotated (1998 Repl. & 2013 Supp.) Sections 14-164-301 *et seq.* (as from time to time amended, the "Local Government Bond Act"), to issue and sell its capital improvement bonds to finance the costs of various capital improvements such as those comprising the 2015 Project, which capital improvement bonds may be secured by and payable from the receipts of the special city-wide sales and use tax authorized by the Local Government Bond Act; and

WHEREAS, pursuant to the provisions of Ordinance No. 4891 of the City, adopted and approved on June 20, 2006 (the "Election Ordinance"), there was submitted to the qualified electors of the City four questions regarding the issuance of an aggregate of not to exceed \$110,000,000 in principal amount of capital improvement bonds pursuant to Amendment 62 and the Local Government Bond Act to finance the capital improvements described in the Election Ordinance, said bonds to be secured by a pledge of and lien upon (i) all of the receipts of a special city-wide sales and use tax levied at the rate of one-quarter of one percent (0.25%) pursuant to the Local Government Bond Act (the "0.25% Sales and Use Tax") and (ii) all of the receipts of a special city-wide sales and use tax levied at the rate of three-quarters of one percent (0.75%) pursuant to the Local Government Bond Act (the "0.75% Sales and Use Tax"); and

WHEREAS, at a special election held September 12, 2006, a majority of the qualified electors of the City voting on the questions approved the issuance of capital improvement bonds in the principal amounts and for each of the specific purposes set forth on the ballot (and the corresponding levy of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax, and the pledge of the receipts thereof to the payment of the capital improvement bonds); and

WHEREAS, as authorized under the provisions of Amendment 62 and the Local Government Bond Act and as approved by the qualified electors of the City, the City has now determined to issue and sell its Sales and Use Tax Capital Improvement Bonds, Series 2015, in the aggregate principal amount of \$9,000,000 (the "Bonds"), in order to provide for the funding of the 2015 Project; and

WHEREAS, as authorized by the provisions of the Election Ordinance, the City has previously made arrangements for the sale of the Bonds to Stephens Inc., Fayetteville, Arkansas (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement between the City and the Underwriter (the "Bond Purchase Agreement") in substantially the form presented to and before this meeting;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas that:

Section 1. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas and the Local Government Bond Act, there is hereby authorized the issuance of bonds of the City to be designated as "Sales and Use Tax Capital Improvement Bonds, Series 2015" (the "Bonds"). The Bonds shall be issued in the original aggregate principal amount of Nine Million Dollars (\$9,000,000) and shall mature not later than November 1, 2025, in the principal amounts and bearing interest at the rates specified in the Bond Purchase Agreement. The entire aggregate principal amount of the Bonds hereby authorized shall be deemed to apply to the Street Project described in Question 3 of the ballot.

The average yield on the Bonds as a whole shall not exceed 3.50%. The proceeds of the Bonds will be utilized to finance the costs of the 2015 Project, to establish a debt service reserve for the Bonds or to purchase a surety bond or debt service reserve insurance policy for reserve purposes, if deemed economically beneficial, to pay a premium for bond insurance, if deemed economically beneficial, and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Bonds. The Bonds shall be issued in the form and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the Fourth Supplemental Trust Indenture submitted to this meeting.

The Mayor is hereby authorized and directed to execute and deliver the Bonds in one or more series, each series to be in substantially the form thereof contained in the Fourth Supplemental Trust Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Kutak Rock LLP, Little Rock, Arkansas ("Bond Counsel"), in order to complete the Bonds in substantially the form contained in the Fourth Supplemental Trust Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Bonds, their execution to constitute conclusive evidence of such approval.

Section 2. In order to pay the principal of and interest on the Bonds as they mature or are called for redemption prior to maturity, there is hereby pledged all of the receipts of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax levied by the Election Ordinance. Such pledge securing the Bonds shall be made on a parity basis with the existing pledge of such receipts in favor of the City's \$50,000,000 Sales and Use Tax Capital Improvement Bonds, Series 2006A (the "Series 2006A Bonds"), the City's \$14,340,000 Sales and Use Tax Capital Improvement Bonds, Series 2007 (the "Series 2007 Bonds"), the City's \$11,250,000 Sales and Use Tax Capital Improvement Bonds, Series 2009 (the "Series 2009 Bonds"), and the City's \$22,750,000 Sales and Use Tax Capital Improvement Bonds, Series 2013 (the "Series 2013 Bonds"). The levy and collection of the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax shall commence on the dates provided in the Local Government Bond Act and shall continue until such time as the Series 2006A Bonds, the Series 2007 Bonds, the Series 2009 Bonds, the Series 2013 Bonds and the Bonds are no longer outstanding or sufficient funds are on deposit with the Trustee to redeem the Series 2006A Bonds, the Series 2007 Bonds, the Series 2009 Bonds, the Series 2013 Bonds and the Bonds in full. The City covenants and agrees that all receipts from the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax will be accounted for separately as special funds on the books of the City, and receipts of said 0.25% Sales and Use Tax and 0.75% Sales and Use Tax will be deposited and will be used solely as provided in the Trust Indenture (as defined below).

Section 3. To prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge a Fourth Supplemental Trust Indenture (the "Fourth Supplemental Trust Indenture"), by and between the City and Simmons First Trust Company, N.A., Pine Bluff, Arkansas (the "Trustee"), and the City Clerk is hereby authorized and directed to execute and acknowledge the Fourth Supplemental Trust Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Fourth Supplemental Trust Indenture to be accepted, executed and acknowledged by the Trustee. The Fourth Supplemental Trust Indenture supplements and amends a Trust Indenture dated as of November 1, 2006, as previously amended by a First Supplemental Trust Indenture dated as of October 1, 2007, a Second Supplemental Trust Indenture dated as of November 1, 2009, and a Third Supplemental Trust Indenture dated as of November 1, 2013, each by and between the City and the Trustee (the "Original Indenture," and collectively with the Fourth Supplemental Trust Indenture, the "Trust Indenture"). The Fourth Supplemental Trust Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of 0.25% Sales and Use Tax receipts and 0.75% Sales and Use Tax receipts and the terms of the Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Fourth Supplemental Trust Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Fourth Supplemental Trust Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Fourth Supplemental Trust Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 4. There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Bonds. The Preliminary Official Statement is hereby “deemed final” by the City within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official Statement is hereby approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the “Official Statement,” and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes as shall be approved by such persons, the Mayor’s execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

Section 5. In order to prescribe the terms and conditions upon which the Bonds are to be sold to the Underwriter, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the “Bond Purchase Agreement”), by and between the City and the Underwriter, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 6. In order to provide for continuing disclosure of certain financial and operating information with respect to the 0.25% Sales and Use Tax and the 0.75% Sales and Use Tax in compliance with the provisions of Rule 15c2-12 of the U. S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the “Continuing Disclosure Agreement”), by and between the City and the Trustee, and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Trustee. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 7. The Trust Indenture requires that a debt service reserve be funded in conjunction with the issuance of the Bonds. The Underwriter has proposed that the City consider the purchase of a surety bond or a debt service reserve insurance policy with a portion of the proceeds of the Bonds in order to fulfill such requirement. If deemed economically advantageous by the Mayor, upon the advice of the Underwriter, the Mayor is hereby authorized to execute an insurance commitment and to do any and all things necessary to accomplish the delivery of a surety bond or a debt service reserve insurance policy with respect to the Bonds.

Section 8. In order to secure lower interest rates on the Bonds, the Underwriter has proposed that the City consider the purchase of a policy of bond insurance with a portion of the proceeds of the Bonds, which policy would guarantee the payment of the principal of and interest on the Bonds when due. If deemed economically advantageous by the Mayor, upon the advice of the Underwriter, the Mayor is hereby authorized to execute an insurance commitment and to do any and all things necessary to accomplish the delivery of a bond insurance policy with respect to the Bonds.

Section 9. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Bonds and to effect the execution and delivery of the Fourth Supplemental Trust Indenture, the Bond Purchase Agreement, the Official Statement, the Continuing Disclosure Agreement and a Tax Regulatory Agreement relating to the tax exemption of interest on the Bonds, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 10. As previously provided in the Election Ordinance, Kutak Rock LLP, Little Rock, Arkansas, is hereby confirmed as Bond Counsel on behalf of the City in connection with the issuance and sale of the Bonds.

Section 11. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 12. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED THIS ____ DAY OF _____, 2015.

APPROVED:

ATTEST:

Mayor

City Clerk

(S E A L)



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 453 of 695

Text File

File Number: 2015-0407

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 2

THEATRE SQUARED CITY COUNCIL SUPPORT:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT OF THEATRE SQUARED AND ITS INTENT TO LEASE 0.8 ACRE OF CITY PROPERTY AT THE SOUTHEAST CORNER OF WEST AND SPRING AS THEATRE SQUARED'S NEW PERMANENT PERFORMANCE FACILITY

WHEREAS, Theatre Squared is a non-profit professional theater organization offering 220 performances annually in the Entertainment District and in local schools and is the only such theater of this nature in a 150 mile radius; and

WHEREAS, Theatre Squared offers professional theater productions for broadly accessible and partially subsidized ticket prices; and

WHEREAS, Theatre Squared has provided free educational programs for 1,500 Fayetteville students and is listed as one of America's top ten emerging theaters; and

WHEREAS, Theatre Squared has received (with City of Fayetteville support) a competitive Our Town grant from the National Endowment for the Arts to begin the design exploration process for a new facility.

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 expresses its support of Theatre Squared and its intent to lease 0.8 acres of City property at the southeast corner of West and Spring as Theatre Squared's new permanent performance facility.

City of Fayetteville Staff Review Form

2015-0407

Legistar File ID

9/15/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

8/28/2015

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution expressing the City Council's support of Theatre Squared and the intent to utilize the City of Fayetteville 0.8-acre property at the southeast corner of West Avenue and Spring Street as a new permanent home for an expanded theater, and to authorize the mayor to negotiate terms for a long-term lease or sale of the property, which must be ultimately approved by the City Council

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?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 15, 2015

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan

FROM: Jeremy Pate, Development Services Director 

DATE: August 28, 2015

SUBJECT: Theatre Squared – Use of City Property for Permanent Home

RECOMMENDATION:

A Resolution expressing the City Council's support of Theatre Squared and the intent to utilize the City of Fayetteville 0.8-acre property at the southeast corner of West Avenue and Spring Street as a new permanent home for an expanded theater, and to authorize the mayor to negotiate terms for a long-term lease or sale of the property, which must be ultimately approved by the City Council

BACKGROUND:

Theatre Squared is a non-profit professional theater offering 220 year-round performances in the downtown arts district and in local schools, the only theater of this nature in a 150-mile radius. Theatre Squared offers visitors access to professional theater artists in productions that are conceived, rehearsed and performed only in Fayetteville; broadly accessible ticket prices, many of which are subsidized for Fayetteville residents; educational programs reaching 1500 Fayetteville students at no cost; and free tickets for clients of various non-profit organizations in Fayetteville. It is the top-rated attraction for Fayetteville on the on-line service TripAdvisor, and has received recognition by the American Theatre Wing, founder of the Tony Awards, as one of the nation's ten best emerging theaters. The organization is currently leasing space from the Walton Arts Center in the Nadine Baum Studio as its primary performance area, and has several satellite locations for storing equipment, offices and other supporting activities.

Growth in the organization and region suggests that the capacity of Theatre Squared has yet to be realized. A recent study commissioned by the theater determined that their rapid and sustained growth over the past 10 years, along with national recognition and the cultural arts amenities drawing millions to the region, compels the organization to explore opportunities for an expanded and new permanent home. Significant infrastructure challenges, operating constraints and immediate capacity issues emerged from this long-term facilities plan, resulting in a new focus on building "an intimate, state-of-the-art, permanent home." And we all want that home to be in downtown Fayetteville.

Theatre Squared recently announced the award of a competitive Our Town grant from the National Endowment of the Arts to begin the design exploration process. The City supported Theatre Squared in this grant application, and would like to continue that support to the fullest

extent possible. After reviewing several sites to locate a new permanent home in downtown Fayetteville, where the synergy of cultural arts, entertainment and necessary supporting amenities are available, Theatre Squared determined the property best situated to add to the performing arts destination that is downtown Fayetteville is a site at the southeast corner of West Avenue and Spring Street, home to a parking lot that has been utilized as a construction staging and Walton Arts Center staff parking for much of the past year. This property offers the size and proximity to public parking, the Walton Arts Center, Dickson Street, and other amenities that a downtown theater needs to thrive.

DISCUSSION:

Theatre Squared is formally requesting that the City support their intent to begin a several-month long design process on this property, identifying it as the preferred site for their new home. Without this initial commitment by the Council, producing conceptual and schematic design on a site that isn't at least being seriously considered as the new home to Theatre Squared would be too risky. By doing so, the City Council would also authorize the mayor to enter into negotiations establishing the terms for a long-term lease or sale of the property to Theatre Squared for this stated purpose. It would be the intent for staff to bring back a negotiated agreement in the spring of 2016. Staff fully supports this endeavor, as we believe the impact of an expanded, unique professional theater in the downtown can be significant draw for tourism and economic development. The impact to the City from Theatre Squared currently is estimated at \$2.3 million per year; it is estimated that a world-class, locally programmed, nationally recognized arts destination will nearly double the ongoing economic impact to more than \$4 million annually once the new facility is in operation. In combination with the Walton Arts Center expansion and the amenities that downtown Fayetteville has to offer, this facility, if fully realized, will add to the Northwest Arkansas region's arsenal of cultural amenities, thereby fueling tourism and spending in our economies.

BUDGET/STAFF IMPACT:

The decision to dedicate the subject property to development does not come without an eventual cost. Currently this property contains a public, pay parking lot containing approximately 54 spaces. The property was evaluated in 2012 as a possible location for the new parking deck, but was the first removed for consideration due primarily to its smaller size for a parking deck and impact on adjacent properties. For the better part of the last year, the property has been out of commission as a parking lot, as it is currently serving as a lay-down/staging area for the parking deck construction as well as temporary dedicated parking for Walton Arts Center staff, until the parking deck is complete. The revenue from this parking lot, like all public parking downtown, is dedicated to paying back the bonds issued for the deck construction. In discussions with the Finance Director, this revenue dedication from the South Lot can likely be transferred to the parking deck once it is open, subject to approval by our bond counsel; however it is critical that the parking deck is open and functioning with a proven usage rate to offset this revenue before any other use could occupy the space. That timetable works well with Theatre Squared's schedule for design and future capital fundraising for construction.

Another consideration is that the City will want to condition a lease or sale agreement of the property upon Theatre Squared's ability to raise the necessary funding to construct the facility that serves the public in the manner described. Any lease that the Mayor brings back to the City Council will include a provision to this effect.

Attachments:

Letter of Request



TheatreSquared

REMARKABLE LIVE THEATRE EXPERIENCES

P.O. Box 4188
Fayetteville, AR 72702

Admin: (479) 445-6333
Box Office: (479) 443-5600
theatre2.org

Robert Ford
Artistic Director
Martin Miller
Executive Director

BOARD OF DIRECTORS

Lynn Donald Carver, President
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Romance Diamond Company
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University of Arkansas
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Leigh Hopkins
Wal-Mart Stores
Bob Kohler
Kohler Design Office
Judy Schwab
University of Arkansas

Mayor Lioneld Jordan
City Hall
113 W. Mountain Street
Fayetteville, AR 72701

August 27, 2015

Mayor Jordan,

We write to you and to the Fayetteville City Council at a defining moment for TheatreSquared and for our community.

As you know, the theatre's recent growth has been exponential—with a tenfold increase in T2's audience and budget over the past few seasons, as well as significant growth in its impact on the local economy to \$2.3 million each year. It's a strong reflection on Fayetteville and our region that, with grassroots support, a non-profit company has grown to be recognized by the American Theatre Wing, founder of the Tony Awards, as one of the nation's ten best emerging theatres.

TheatreSquared plays a vital role as the only professional theatre producing a year-round season within a 150-mile radius. Rapid growth in the patron base for peer arts organizations in NWA—including prominent new cultural pillars like Crystal Bridges, the Amazium, and others still on the drawing boards—suggests that tens of thousands of additional potential audience members reside in the area, while tens of thousands more have begun to travel to the region each year to seek out unique arts experiences. There is considerable opportunity to grow T2's offerings and audience and to make permanent the company's impact both as a major local economic engine and as a unique, accessible arts destination for all who live in or visit Northwest Arkansas.

To advance this vision, earlier this year, the T2 Board charged a special community task force to recommend a long-term facilities plan for the company. This task force was supported by the London-based theatre consultancy Charcoalblue, who traveled to Fayetteville to assess T2's current rented space. Charcoalblue's in-depth study,

conducted over a period of several months, found significant infrastructure challenges, systemic operating constraints, and an immediate capacity ceiling that will soon limit the company's growth.

Recognizing these challenges—and with a strong desire to offer artists and local audiences a still-higher standard of excellence—the community task force made a strong recommendation, which was then unanimously approved by the T2 Board: **to build an intimate, state-of-the-art, permanent home** for TheatreSquared.

We're thrilled to have recently received a competitive Our Town grant from the National Endowment for the Arts to begin the design process. Given our strong identity and history in downtown Fayetteville, it is no surprise that our task force's top candidate for a building site is located here: specifically, the city-owned property at the southwest corner of West Ave. and Spring St currently in use as a construction staging area.

To allow T2 to begin the design process, we formally request that the Fayetteville City Council memorialize its support by authorizing the mayor to draft either a long-term lease or transfer agreement for the site, recognizing as consideration the major improvements planned and the ongoing public advantage provided by the theatre's subsidized programs serving tens of thousands of audience members and youth each year.

This large-scale cultural building project will have a considerable impact on Fayetteville's local economy — generating nearly \$40 million in direct and indirect spending during construction alone, and nearly doubling T2's ongoing economic impact to more than \$4 million annually after the building is completed. The outcome will be a truly world-class, locally programmed, nationally recognized arts destination in the heart of downtown Fayetteville. Along with the renovations now underway at the Walton Arts Center, we see the emergence of a true performing arts district that advances the city's Downtown Master Plan and defines our downtown as an arts destination for generations.

Thank you for your leadership and support for this vision. We're excited to begin the design process together with you and with our community.

Sincerely,



Bob Ford
Artistic Director



Martin Miller
Executive Director



Lynn Carver
Board President



Hershey Garner
Community Task Force

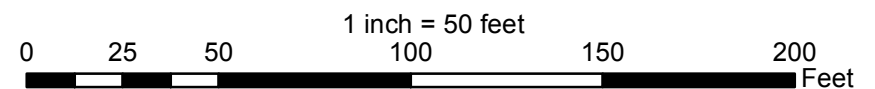


NORTH

City of Fayetteville, AR

Date: 8/27/2015

South Lot

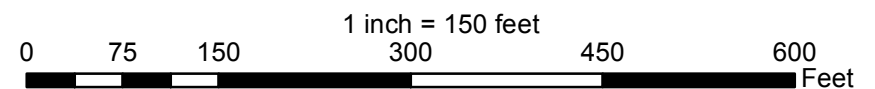




City of Fayetteville, AR

Date: 8/27/2015

South Lot





OFFICE OF THE MAYOR
LIONELD JORDAN

January 12, 2015

National Endowment for the Arts
Design Program Staff
400 7th Street, SW
Washington, DC 20506-0001

To Whom It May Concern:

As Mayor of the City of Fayetteville and the local government's highest-ranking official, I am proud to lend my support to this cultural planning and design request. Our community's vision for downtown Fayetteville will be greatly advanced by a theatre commons anchored by TheatreSquared — a company that encapsulates in its art and welcoming spirit what is best and most distinctive about Fayetteville.

On behalf of the City, I commit to working with our City Council to contribute city-owned property in the downtown area to this effort. Locating this creative hub in the heart of Fayetteville's downtown arts district has the potential to create a walkable link connecting Fayetteville's best cultural assets.

TheatreSquared's remarkable growth in its first nine years has been driven by artistry and will. This is not an institution that emerged fully formed; these artists earned their credibility simply by mounting one top-notch play after another. After each performance, its leaders are invariably there to greet audience members at the theatre's exit. This level of community engagement, combined with an uncompromising artistic standard, has amassed a deep reservoir of goodwill for TheatreSquared in our city.

While Fayetteville has always been an oasis for the arts, we began to shape our growth towards the ideal of a compact, livable downtown a decade ago with the release of our Downtown Master Plan. We've made great steps toward this vision in the last ten years, but achieving the design plan outlined in this request would be a great leap forward. A smartly planned home for TheatreSquared and for professional artists, living and working on site, could serve as both a real and symbolic connection between our key downtown cultural assets—the missing link to allow us to become the "experience-based arts economy" envisioned in our downtown plan.

We can't conceive this transformation without broad input and smart design. I hope that grant support from NEA's Our Town program will help us launch this process with a level of artistry to match the exceptional work on TheatreSquared's stage. Please feel free to contact me directly at (479) 575-8330 or mayor@ci.fayetteville.ar.us. I will be happy to voice my strong support for this project and answer any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Lioneld Jordan", is written over a horizontal line.

Lioneld Jordan
Mayor



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 46 of 695

Text File

File Number: 2015-0438

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

RZN 15-5179 (324 N. HORNSBY DR./MARKHAM HILL REZONE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5179, FOR APPROXIMATELY 1.39 ACRES FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION, AND RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from RSF-4, Residential Single Family, 4 Units Per Acre to NC, Neighborhood Conservation, and RSF-8, Residential Single Family, 8 Units per acre as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

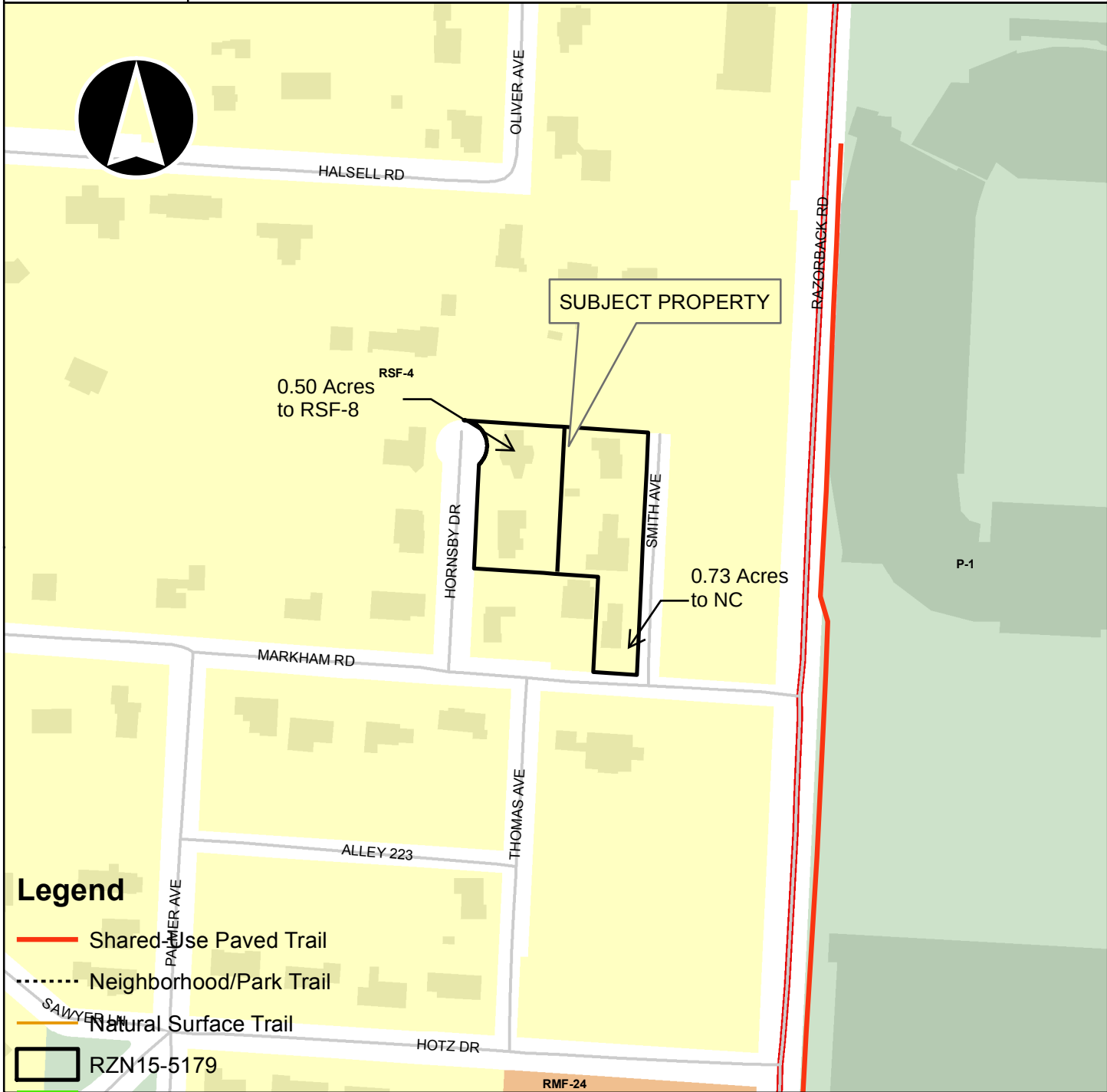
Section 2. That the City Council of the City of Fayetteville, Arkansas hereby accepts the Bill of Assurance from the applicant and relies upon this Bill of Assurance in making this rezoning decision. The Bill of Assurance is attached as Exhibit "C" to this ordinance.

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

RZN15-5179

Close Up View

MARKHAM HILL REZONE



Legend

- Shared Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail

RZN15-5179

Hillside-Hilltop Overlay District

Fayetteville City Limits

Footprints 2010

Design Overlay District

Design Overlay District

Planning Area

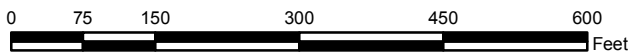


EXHIBIT 'B'
15-5179

Legal Description of Markham Hill Houses:

Rezone to RSF-8

Lot 3, Hornsby Addition; Lot 2, Hornsby Addition

Rezone to Neighborhood Conservation

Lots 1&2, Block 2, Smith Addition; Lot 3, Block 2, Smith Addition; Lot 4, Block 2, Smith Addition; and Block 2, Lot 6, Smith Addition.

EXHIBIT "C"
EXHIBIT

Tentative Agenda
Page 465 of 695

**BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS**

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Brian Reindl hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any terms of this Bill of Assurance, substantial irreparable damage justifying injunctive relief has been done to the citizens and City of Fayetteville, Arkansas. The petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will reasonably rely upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council:

1. The use of the Petitioners property shall be limited to Single Family Detached units. Multifamily and or Duplex units will not be allowed.
2. Other restrictions including number and type of structures upon the property are limited to 10 single family houses.
3. Specific activities will not be allowed upon petitioner's property including the development and or construction of Multifamily Buildings and Duplexes.
4. Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Brian Reindl, as the owner, developer, or buyer (Petitioner) voluntarily offer such assurances and sign my name below.

9/9/15 BRIAN REINDL
Date Printed Name

509 W. SPRING ST, STE. 310
FAYETTEVILLE, AR 72701 [Signature]
Address Signature

Notary Oath

State of Arkansas :
County of Washington :



And now on this the 9th day of September, 2015, appeared before me Micheal Smith a Notary Public, and after being placed upon his/her oath sworn or affirmed that he/she agreed with the terms of the Bill of Assurance and signed his/her name above.

[Signature]
Notary Public

My Commission Expires:

5/10/25

City of Fayetteville Staff Review Form

2015-0438

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

9/18/2015

City Planning /

Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5179: Rezone (324 N. HORNSBY DR./MARKHAM HILL REZONE, 482): Submitted by BRIAN REINDL for properties located at 324 & 334 N. HORNSBY DR. AND 309, 325, & 333 N. SMITH RD. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 1.39 acres. The request is to rezone the properties to NC, NEIGHBORHOOD CONSERVATION, and RSF-8, RESIDENTIAL SINGLE FAMILY, 8 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 OCTOBER 6, 2015

TO: Fayetteville City Council

FROM: Jesse Fulcher, Senior Planner

THRU: Andrew Garner, City Planning Director

DATE: September 18, 2015

SUBJECT: **RZN 15-5179: Rezone (324 N. HORNSBY DR./MARKHAM HILL REZONE, 482):** Submitted by BRIAN REINDL for properties located at 324 & 334 N. HORNSBY DR. AND 309, 325, & 333 N. SMITH RD. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 1.39 acres. The request is to rezone the properties to NC, NEIGHBORHOOD CONSERVATION, and RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to NC, Neighborhood Conservation and RSF-8, Residential Single Family, 8 Units per Acre subject to a Bill of Assurance.

BACKGROUND:

The subject property is between Hornsby Drive and Smith Avenue, which are located across Razorback Road from the University of Arkansas football stadium and football practice facilities. The University owns the properties to the east and south and the properties to the west are developed with privately owned single-family homes.

The request is to rezone Lots 2 and 3 of the Hornsby Addition to RSF-8, Residential Single-family, 8 Units per Acre (0.50 acres) and Lots 1-4 and 6 of the Smiths' Addition to NC, Neighborhood Conservation (0.73 acres). The applicant intends to demolish the existing homes and subdivide the property for development of new single-family homes. The applicant has also submitted a Bill of Assurance restricting the use of the properties to single-family detached units only.

Land Use Compatibility:

In staff's opinion, the zoning request is compatible with surrounding land uses, which are single-family homes to the north and west and University owned parking and sports facilities to the east.

Land Use Plan Analysis:

City Plan 2030 Future Land Use Plan designates this site as Residential Neighborhood Area. This designation supports a wide spectrum of residential uses and encourages density in all housing types. The RSF-8 and Neighborhood Conservation zoning districts allow 4,000 and 5,000 square foot lots, which is compatible with surrounding properties and continues to expand on the diversity of single-family lot sizes in the neighborhood, a primary goal of City Plan 2030.

DISCUSSION:

On September 14, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 9-0-0. At the meeting one adjoining property owner spoke against the request, discussing that the rezoning would adversely impact the character of the neighborhood.

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

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

MEETING DATE: ~~September 14, 2015~~ September 16, 2015

SUBJECT: **RZN 15-5179: Rezone (324 N. HORNSBY DR./MARKHAM HILL REZONE, 482):** Submitted by BRIAN REINDL for properties located at 324 & 334 N. HORNSBY DR AND 309, 325, & 333 N. SMITH RD. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 1.39 acres. The request is to rezone the properties to NC, NEIGHBORHOOD CONSERVATION, and RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN 15-5179** to the City Council with a recommendation for approval.

BACKGROUND:

The subject property is between Hornsby Drive and Smith Avenue, which are located across Razorback Road from the University of Arkansas football stadium and football practice facilities. The University owns the properties to the east and south and the properties to the west are developed with privately owned single-family homes. 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	RSF-4, Residential Single-Family
South	Single-Family Residential	RSF-4, Residential Single-Family
East	University of Arkansas	RSF-4, Residential Single-Family
West	Single-Family Residential	RSF-4, Residential Single-Family

Request: The request is to rezone Lots 2 and 3 of the Hornsby Addition to RSF-8, Residential Single-family, 8 Units per Acre (0.50 acres) and Lots 1-4 and 6 of the Smiths' Addition to NC, Neighborhood Conservation (0.73 acres). The applicant intends to demolish the existing homes and subdivide the property for development of new single-family homes. The applicant has also submitted a Bill of Assurance restricting the use of the properties to single-family detached units only.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

- Streets:** The properties have direct access to Hornby Drive, Markham Road and Smith Avenue. Hornsby is a partially improved road with existing curb and gutter and sidewalk at the back of the curb. Smith is essentially unimproved with only one small section of sidewalk. Markham is fully improved on the south side of the street, but there is no curb and gutter or sidewalk on the north side of the street. Any required street improvements will be determined at the time of development.
- Water:** Public water is available to the site. There is a 6" public main along Hornsby, a 1.5" main along Markham, a 1" main along Smith and a 1.5" main between the subject lots.
- Sewer:** Sanitary sewer is available to the site. There are 8" mains along all three streets.
- Drainage:** Any additional improvements or requirements for drainage will be determined at time of development. This property is not affected by the 100-year floodplain. This property does not contain any protected streams per the Streamside Protection map.
- Fire:** This development will be protected by Engine 2 located at 708 N. Garland Avenue. It is 1.1 miles from the station with an anticipated response time of 2.5 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: The property is designated 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, 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.

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: **Surrounding Land Use Compatibility:** In staff's opinion, the zoning request is compatible with surrounding land uses, which are single-family homes to the north and west and University owned parking and sports facilities to the east.

Land Use Plan Analysis: City Plan 2030 Future Land Use Plan designates this site as Residential Neighborhood Area. This designation supports a wide spectrum of residential uses and encourages density in all housing types. The RSF-8 and Neighborhood Conservation zoning districts allow

4,000 and 5,000 square foot lots, which is compatible with surrounding properties and continues to expand on the diversity of single-family lot sizes in the neighborhood, a primary goal of City Plan 2030.

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

Finding: The proposed rezoning is justified at this time, as the proposed zoning will allow appropriate infill development in an area adjacent to high-intensity land uses. The applicant has also indicated in the application that the desire is to construct up to 10 new single-family homes on the properties

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

Finding: Rezoning the property RSF-8 and Neighborhood Conservation will not likely increase traffic danger or congestion in this location, although the request is for a zone that will allow a higher density of development than the low density development that is currently allowed under RSF-4 zoning.

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 from RSF-4 to RSF-8 and Neighborhood Conservation will increase the potential population density, but is unlikely to undesirably increase the load on public services. The Police Department expressed no objections to the proposal. The Fire Department does not feel that this zoning will negatively affect service times to area.

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 forwarding **RZN 15-5179** to City Council with a recommendation for approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>September 14, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Chesser	Second Selby	Vote: 9-0-0	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>October 6, 2015</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code sections 161.07, 161.09 and 161.26
- Bill of Assurance
- Site Plan and Request Packet
- Plats for Hornsby and Smith's Additions
- One Mile Map, Close-Up Map, Current Land Use Map, Future Land Use Map

TITLE XV UNIFIED DEVELOPMENT CODE

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.
-------------------------	--------

(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)

161.26 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)



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS



FIRE DEPARTMENT
303 West Center Street
Fayetteville, AR 72701
P (479) 575-8365 F (479) 575-0471

Zoning Review

To: Jesse Fulcher
From: Harley Hunt, Fire Marshal
Date: September 8, 2015
Re: RZN 15-5179

This development will be protected by Engine 2 located at 708 N. Garland.
It is 1.1 miles from the station with an anticipated response time of 2 1/2 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.

Fayetteville Fire Department

EXHIBIT

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Brian Reindl hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any terms of this Bill of Assurance, substantial irreparable damage justifying injunctive relief has been done to the citizens and City of Fayetteville, Arkansas. The petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will reasonably rely upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council:

1. The use of the Petitioners property shall be limited to Single Family Detached units. Multifamily and or Duplex units will not be allowed.
2. Other restrictions including number and type of structures upon the property are limited to 10 single family houses.
3. Specific activities will not be allowed upon petitioner's property including the development and or construction of Multifamily Buildings and Duplexes.
4. Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Brian Reindl, as the owner, developer, or buyer (Petitioner) voluntarily offer such assurances and sign my name below.

Date Printed Name

Address Signature

Notary Oath

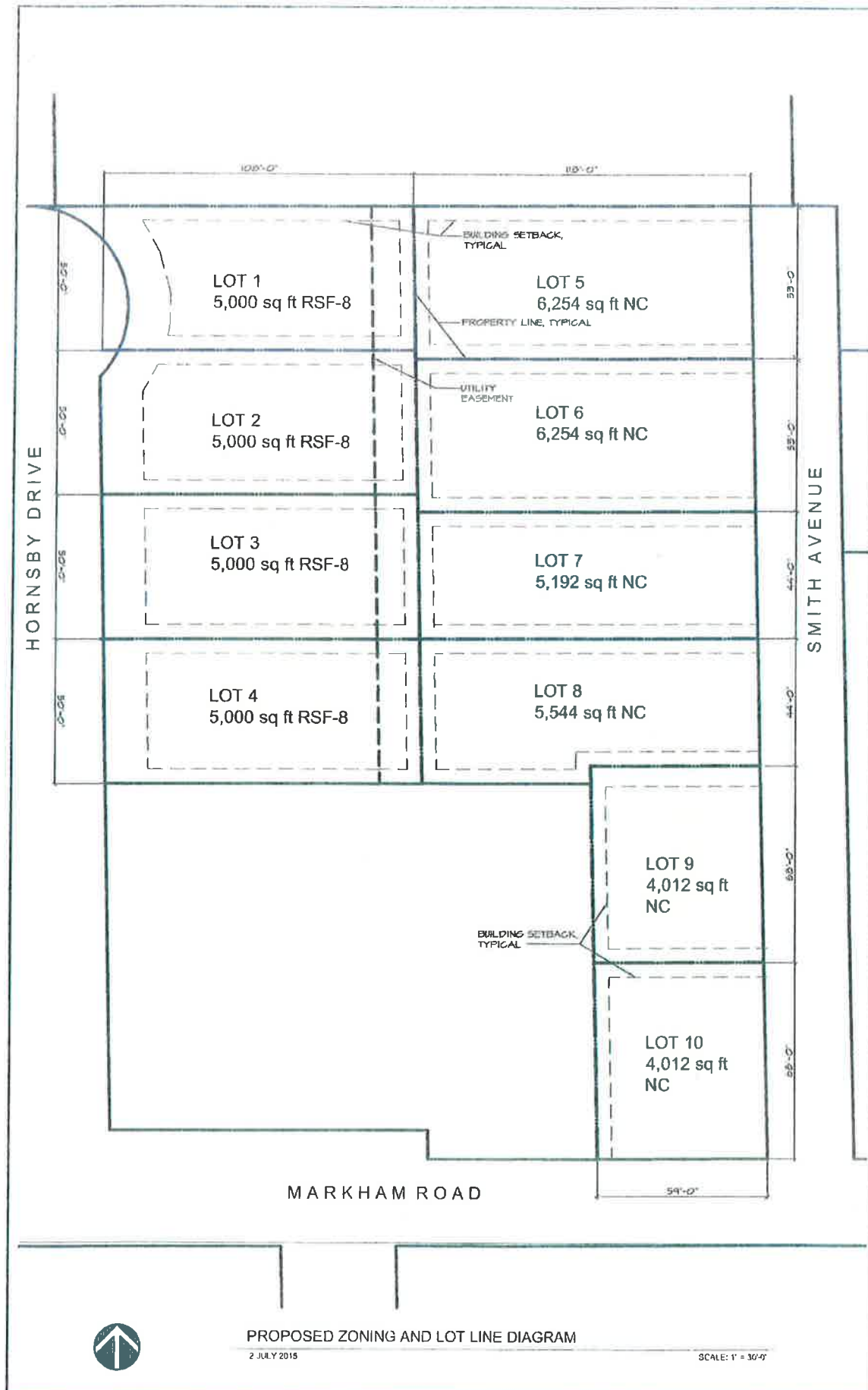
State of Arkansas :

County of Washington :

And now on this the ____ day of _____, 2015, appeared before me _____ a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the Bill of Assurance and signed his/her name above.

Notary Public

My Commission Expires: _____



August 6, 2015

**WRITTEN DESCRIPTION
PROPOSED REZONING FOR
MARKHAM HILL HOUSES**



The purpose of this written description is to provide information about proposed rezoning in the vicinity of Smith Avenue and Hornsby Drive, North of Markham Road.

Current Ownership of the Property: Property is currently owned by Brian and Melissa Reindl, either personally or via entities controlled by Brian Reindl such as UA Properties LLC, JRL Properties LLC. No sales are pending or contemplated for the property.

Reason for the Rezoning: The existing houses on the property were constructed in the late 1960s and 1970s and are reaching the end of their useful life. The existing houses require major foundation work and/or replacement of the electrical and mechanical systems, in addition to extensive general rehabilitation. Rather than spending money on outmoded houses, the owner proposes to build new houses that meet the needs of current buyers. The owner wishes to construct single-family homes in the style of the best houses in the Mt. Nord, Washington-Willow, and Wilson Park Historic Districts. The houses will be offered for sale and are designed to be owner-occupied. At the request of the Neighbors, the owner of the property has agreed to a Bill of Assurance that will limit the use to single family dwellings.

Relation of Proposed Use to Existing Properties: The proposed single family use is completely consistent with the land uses to the west of the property. The use to the east of the property is surface parking lots owned by the University of Arkansas. Property to the south of the property is a fraternity house that appears to be vacant that is owned by the University of Arkansas. North of the proposed rezoning is primarily single family houses.

Availability of Water and Sewer Services: Robert Sharp has met with City of Fayetteville Staff Engineer Water and Sewer are available to the site along Hornsby Drive, Markham Road, and Smith Avenue. There is also an easement that includes a 2" waterline in an easement between the parcels facing Hornsby and the parcels facing Smith Avenue. This 2" waterline may need to be replaced or upgraded.

Consistency with city land use principles: The City Plan 2030 gives us guidance as to the type and character of develop that is desired for this area. Future Land Use Plan indicates that this area is to be "Residential Neighborhood Area" which encourages highly connected, compact blocks and reduced building setbacks. The proposed use is entirely consistent with the City of Fayetteville's goal of encouraging infill development while maintaining the character of existing neighborhoods.

Is the proposed rezoning justified and/or needed at the time of the request: The existing houses have reached the end of their useful life and the current owner of the property is willing to build new high quality houses in this area. Current zoning would not allow the property to be developed to the level of intensity that would allow the houses to be built in an economical manner due to the cost of the land. This land cost is driven by the proximity to the University of Arkansas and the natural character of Markham Hill.

Will the proposed rezoning increase traffic in an appreciable manner? The existing zoning allows five single family houses. The proposed rezoning will allow ten single family houses. The amount of additional trips will be minimal when compared to the existing traffic volume on Markham adjacent to Razorback Drive.

Will the proposed rezoning alter the population density and increase the load on public services? Most public services have a high fixed cost; additional users actually make the public infrastructure more efficient. Any increased burden on public infrastructure from the five additional houses will be more than offset by increased tax collection.

Why is it impractical to use the current zoning? Current zoning would not allow the property to be developed to the level of intensity that would allow the houses to be built in an economical manner due to the cost of the land. This land cost is driven by the proximity to the University of Arkansas and the natural character of Markham Hill.

For more information:

Additional information, including maps, context photos, and design sketches follows. As you have questions, comments, or thoughts on how to improve the Markham Hill Houses project, please contact Robert Sharp via e-mail at rob@sharparch.net

Sincerely,

A handwritten signature in black ink, appearing to read 'R Sharp', with a stylized, cursive script.

Robert Sharp
Robert Sharp, Architect

cc: File

July 12, 2015

INFORMATION REGARDING PROPOSED REZONING FOR MARKHAM HILL HOUSES

The purpose of this letter is to provide information for neighbors, City of Fayetteville staff, and elected officials about a proposed rezoning of a 1.22 acre parcel bounded by Smith Avenue, Markham Road, and Hornsby Drive. The proximity to the University of Arkansas and the natural character of Markham Hill present an opportunity to make this location as iconic as Fayetteville's most sought-after neighborhoods. The developer wishes to construct single-family homes in the style of the best houses in the Mt. Nord, Washington-Willow, and Wilson Park Historic Districts. The proposal is to rezone the property RSF-8 and Neighborhood Conservation (see attached **Proposed Zoning Diagram**), both of which prohibit commercial and multifamily development.



Establishing new owner-occupied single family houses at this east boundary of the University Heights Neighborhood will help to reinforce the single family character of the neighborhood and will help to reduce future development pressure for multi-family and commercial development in this area.

The owner has elected to construct new houses on this property, because the existing houses require major foundation work and/or replacement of the electrical and mechanical systems, in addition to extensive general rehabilitation.

Proposed Rezoning:

The rezoning would allow the construction of 10 single family houses on the 1.22 acre parcel. As currently designed, the sizes of the lots would range from 4,000 sq ft to 6,200 sq ft, with most of the lots being 5,000 sq ft. Lots widths would range from 45' to 69' feet, with most lots being 50' wide. Please see attached **Illustrative Site Plan** for more complete information about the proposed disposition of the lots.

For more information:

Additional information, including maps, context photos, and design sketches follows. As you have questions, comments, or thoughts on how to improve the Markham Hill Houses project, please contact Robert Sharp via e-mail at rob@sharparch.net



VICINITY MAP, MARKHAM HILL HOUSES
1.22 acre parcel, bounded by Hornsby, Smith, and Markham

Developer:

The owner of the property is Brian Reindl. He will also oversee construction of the houses. Brian Reindl has a track record of creating high quality buildings such as the Metro District Building and Metro District Lofts. Please see attached images:



Architect:

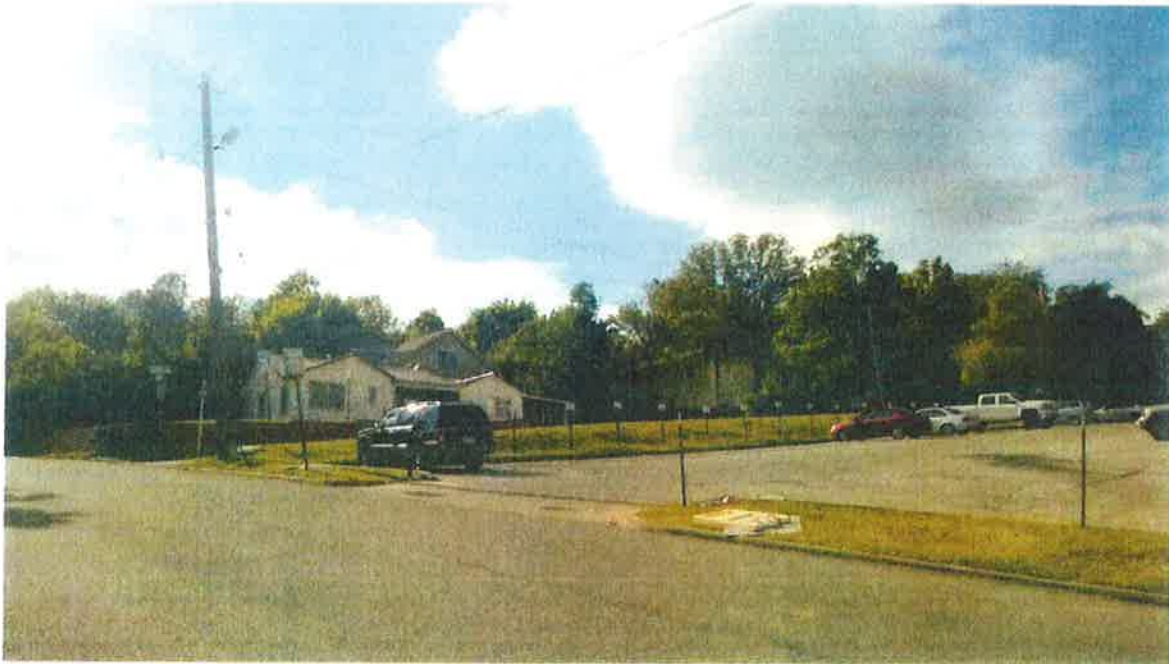
The architect for the project is Robert Sharp. He has designed multiple houses in Fayetteville and the surrounding area, including Charleston Place off of Old Wire Road and the Buckley House next to Mount Nord:



Context and Neighborhood Character:

The immediate context of the area is extremely mixed. The football stadium and practice facilities are immediately adjacent and are enormous institutional buildings. There is a large amount of surface parking on the University of Arkansas property in the area. Housing in the immediate area is typically 1960's and 1970's era single story ranch houses, many of which are occupied by renters. The area is gently sloping and has extensive mature tree canopy which creates a beautiful natural setting for the neighborhood. Please see images below and on the following pages.





ADJACENT TO PROPOSED REZONING



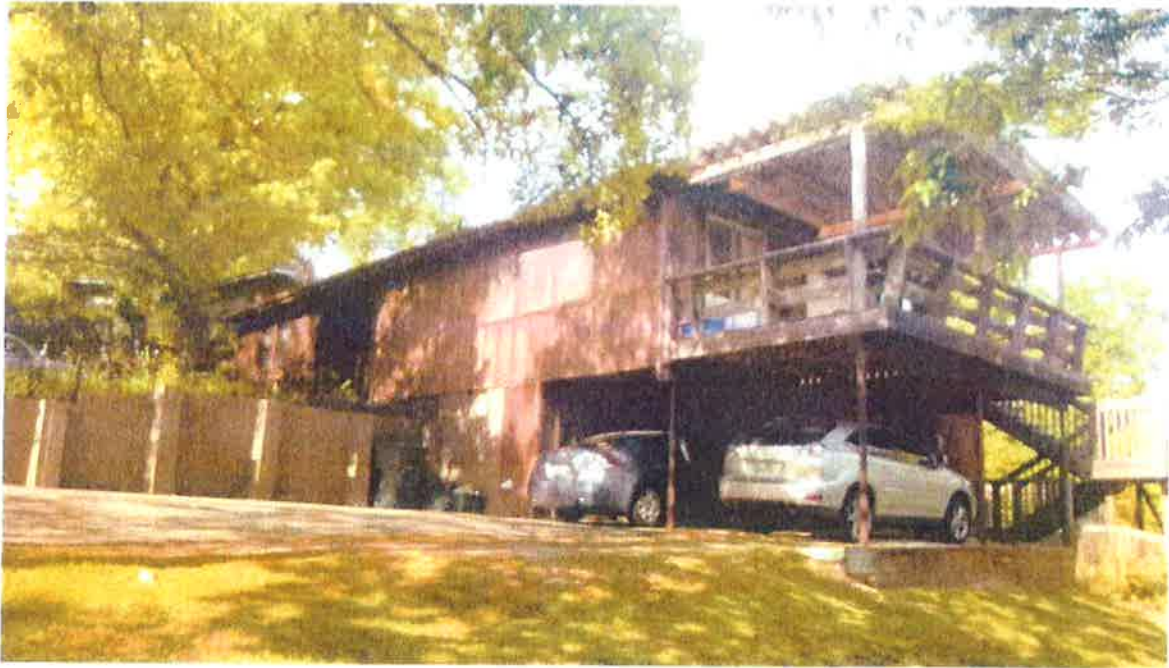
MARKHAM AVENUE IMMEDIATE CONTEXT



MARKHAM AVENUE IMMEDIATE CONTEXT



HORNSBY EXISTING HOUSES



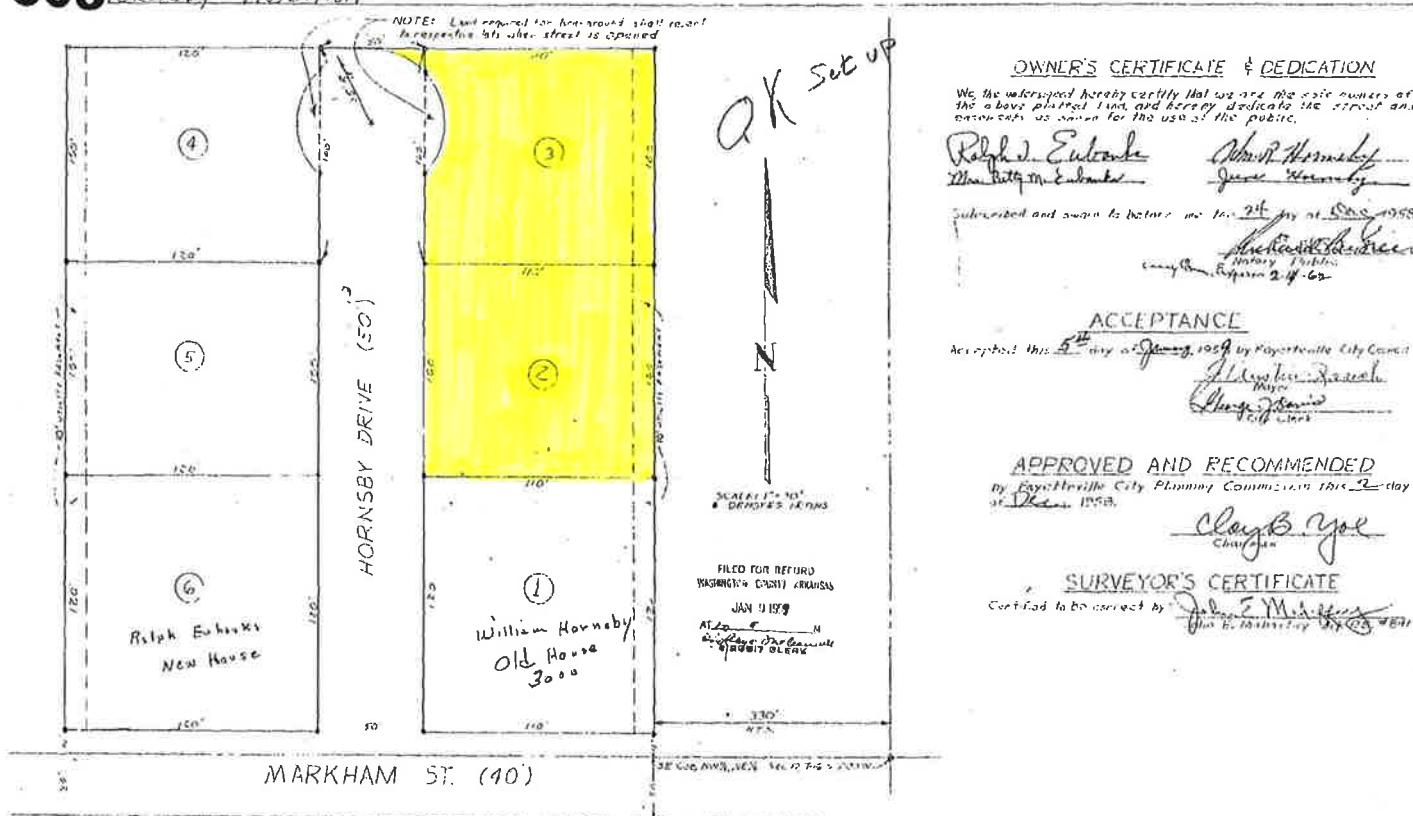
HORNSBY IMMEDIATE CONTEXT

Future Land Use Plan:

The City of Fayetteville City Plan 2030 identifies this area as “Residential Neighborhood Area”, which envisions the following uses: “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.” Please see page 12-5 of City Plan 2030 for complete information and images.

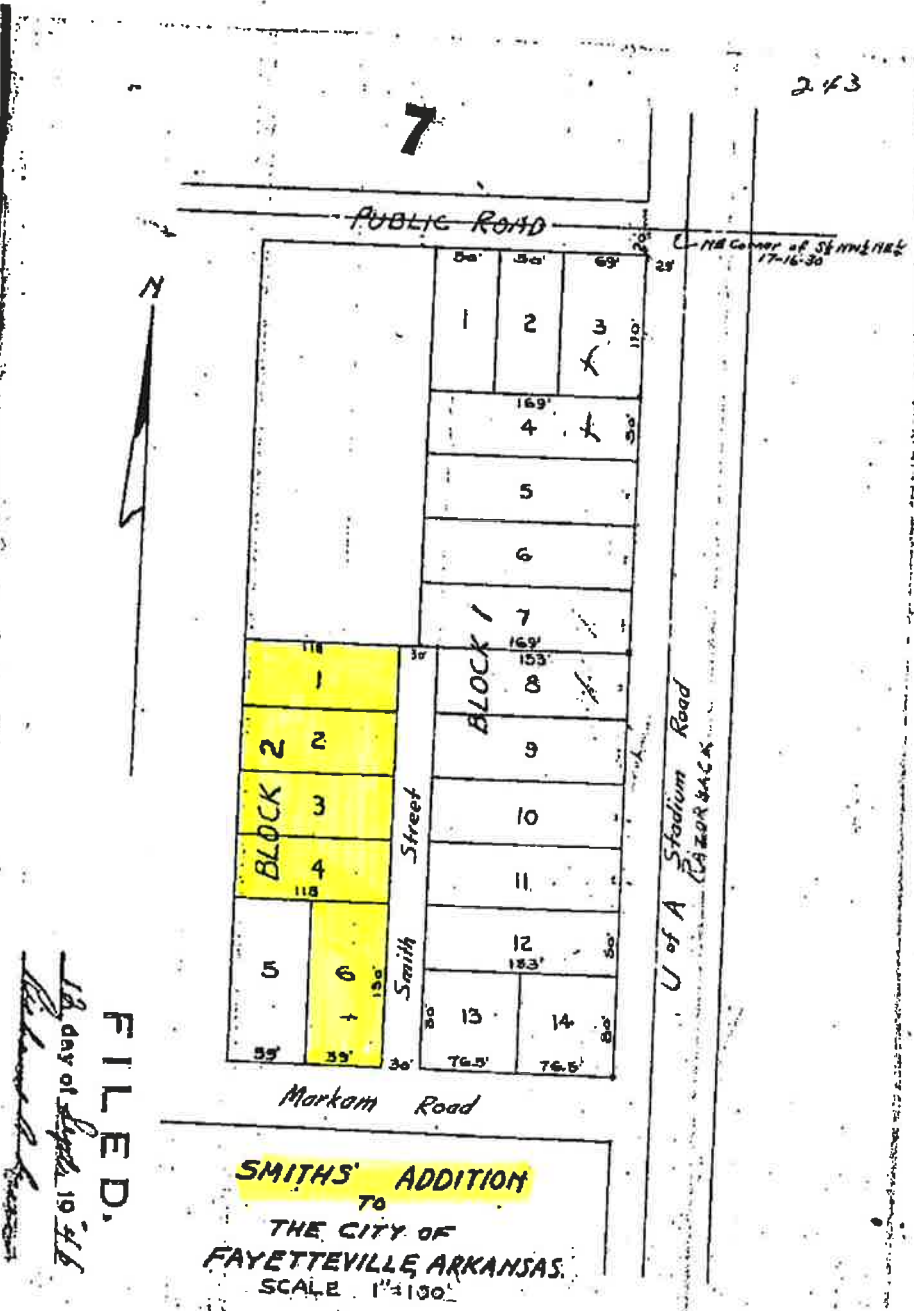


308 *for easy Addition*



CERTIFIED CORRECT: John E. III
Dec 28 1954

HORNSEY ADD'N
CITY OF FAYETTEVILLE
JOHN E. MAHAFFEY
FAYETTEVILLE
Dwelling 304
Cns 25
Jan 1965
10-10-65
295

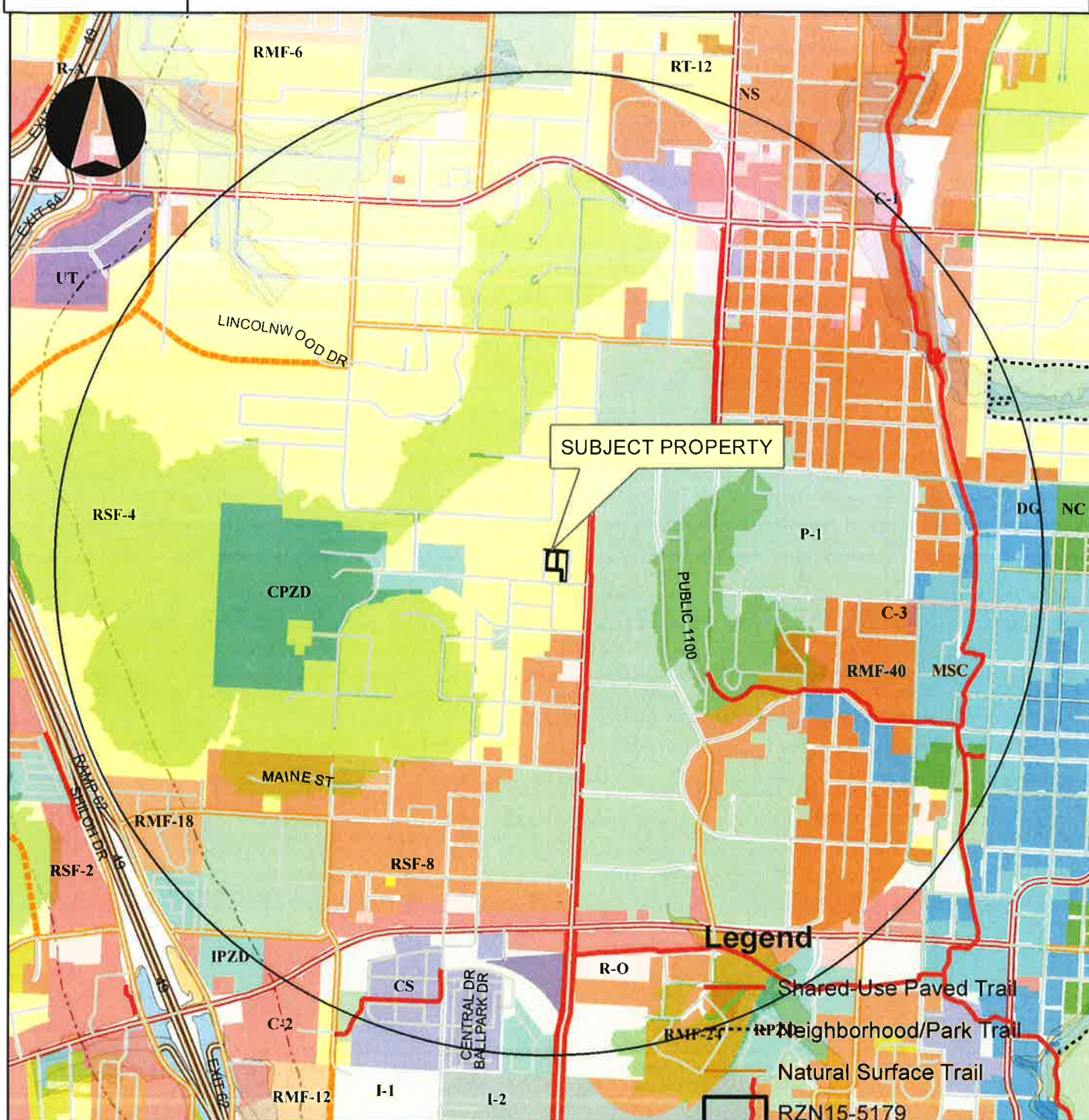


FILED,
18 day of April 1946
H. L. ...

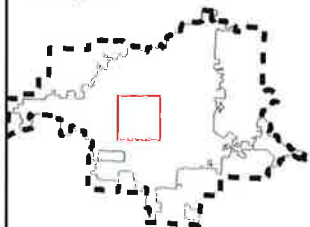
RZN15-5179

MARKHAM HILL REZONE

One Mile View



Overview



Legend

Subject Property

Boundary

0 0.25 0.5

1 Miles

Hillside-Hilltop Overlay District

Design Overlay District

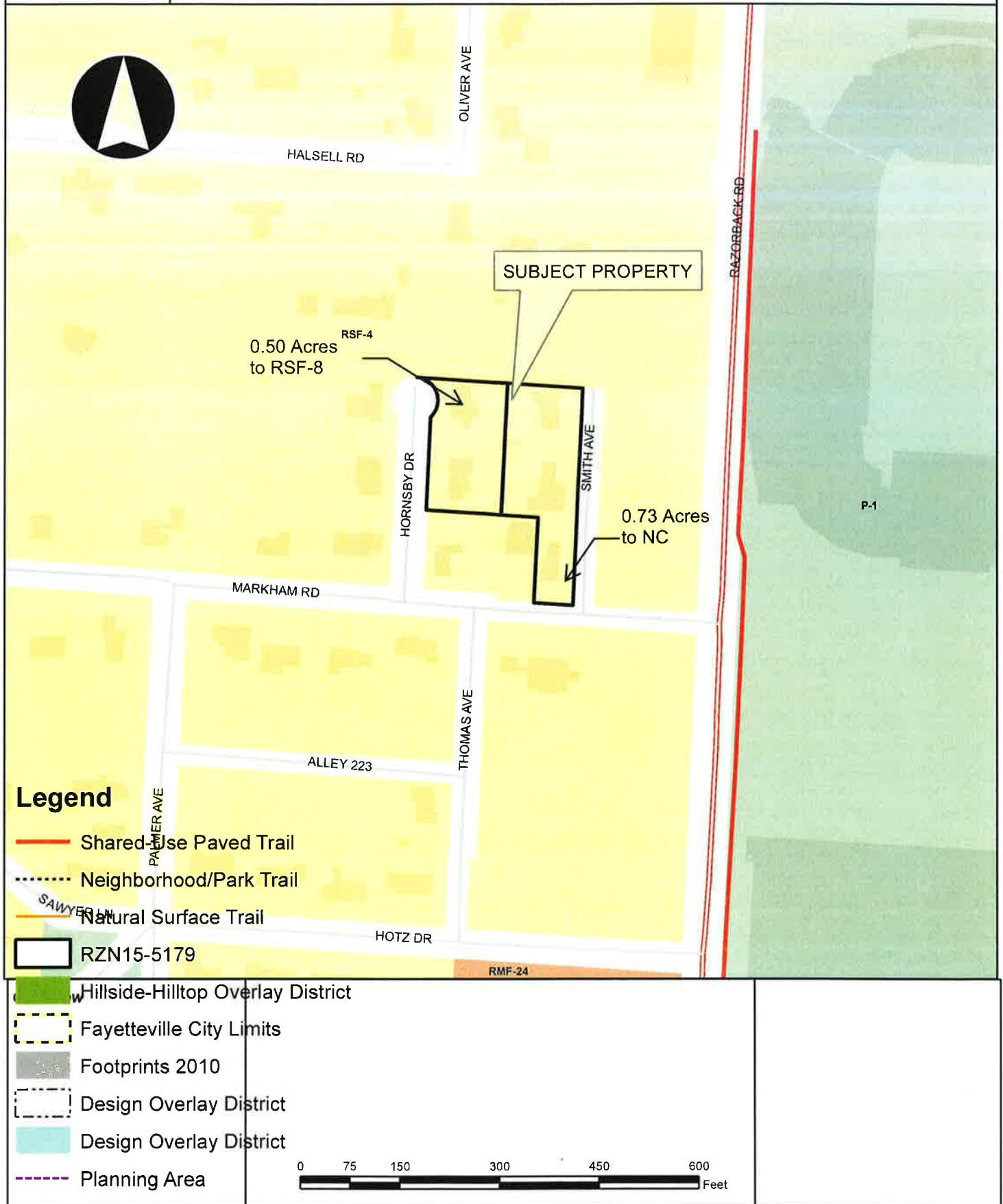
Planning Area

Fayetteville

RZN15-5179

MARKHAM HILL REZONE

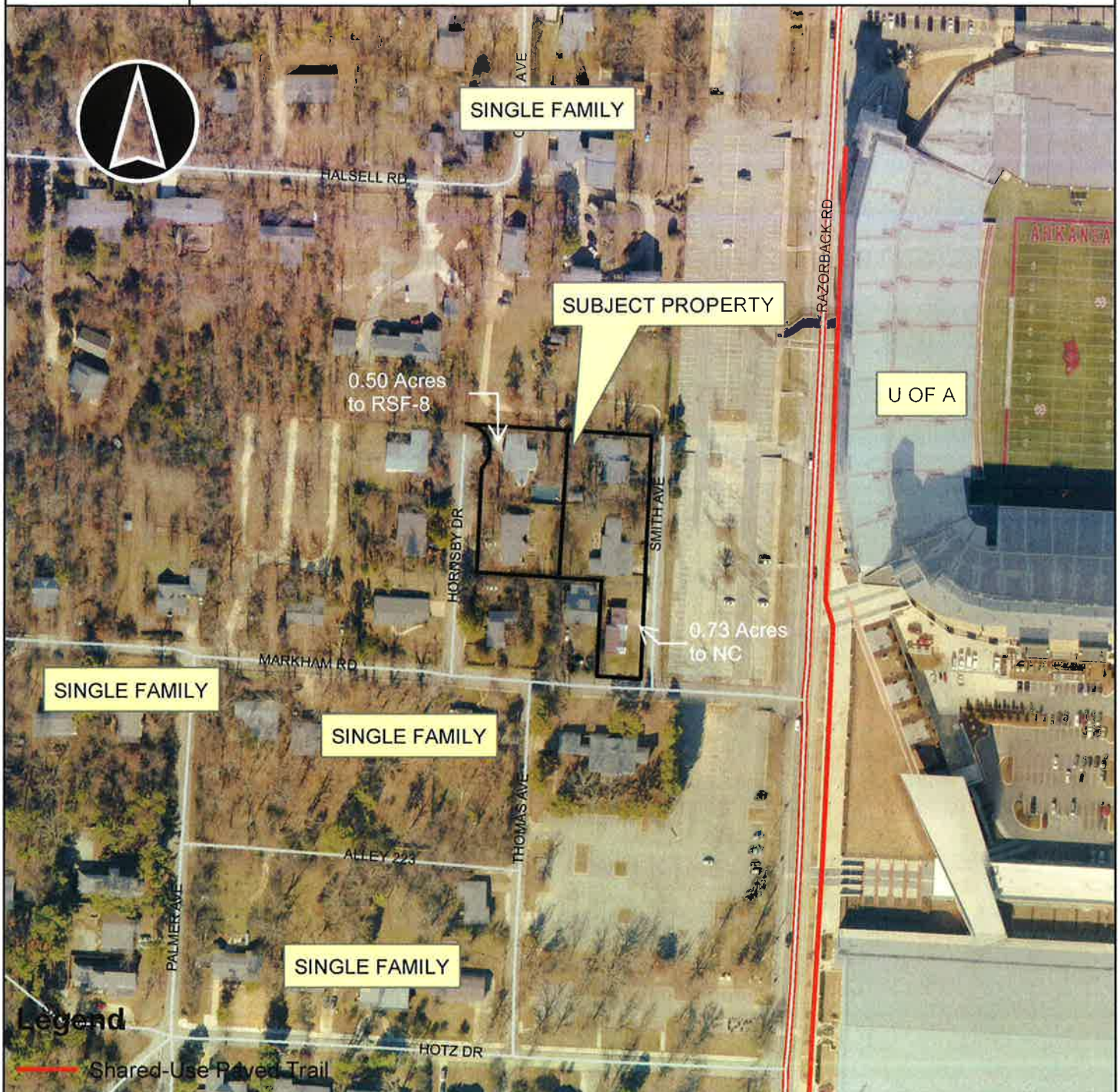
Close Up View



RZN15-5179

MARKHAM HILL REZONE

Current Land Use



Legend

Shared-Use Paved Trail

Neighborhood/Park Trail

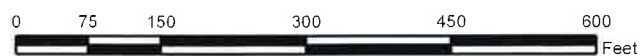
Natural Surface Trail

RZN15-5179

Hillside-Hilltop Overlay District

Footprints 2010

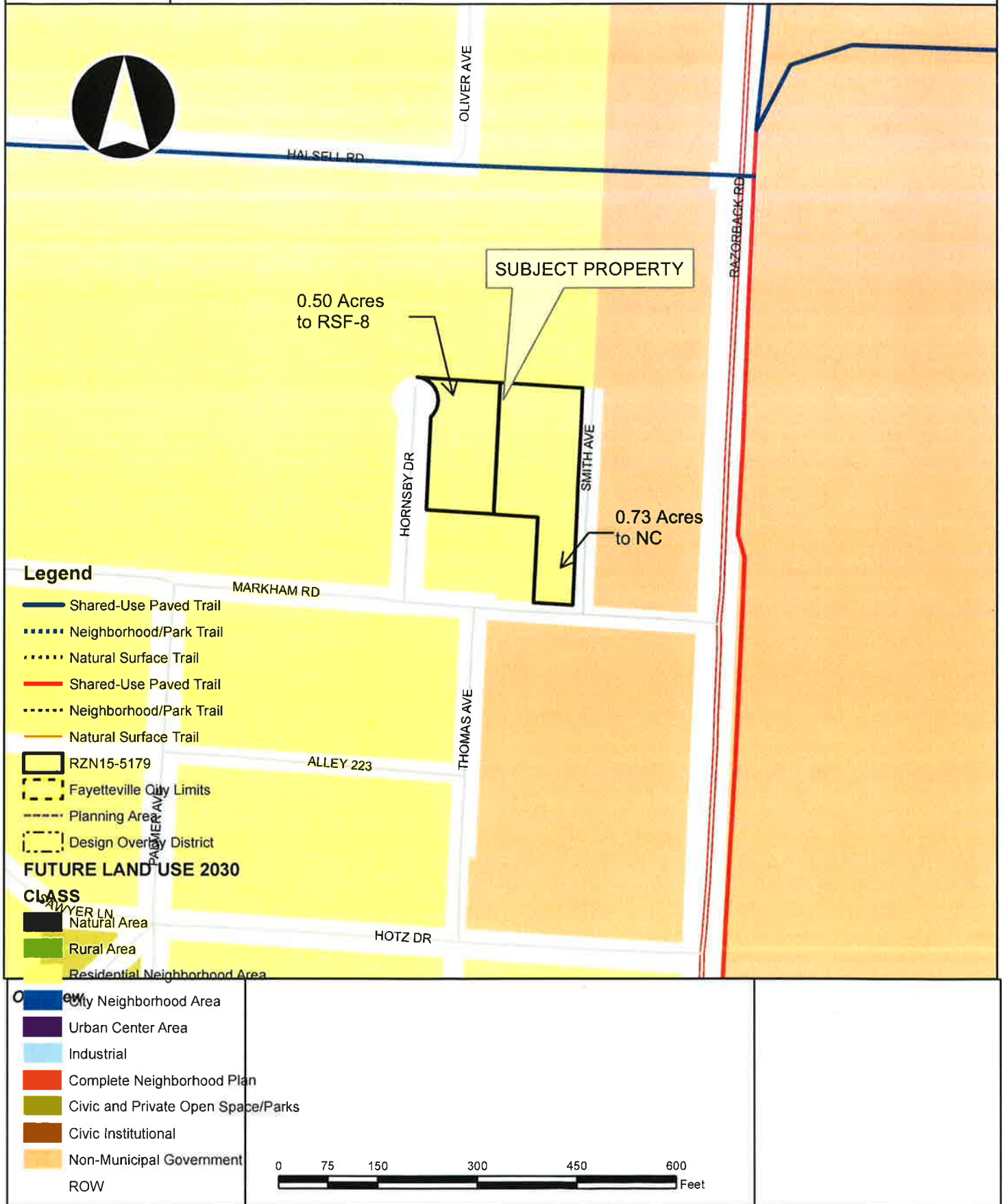
Design Overlay District



RZN15-5179

MARKHAM HILL REZONE

Future Land Use





City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 49 of 695

Text File

File Number: 2015-0442

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

RZN 15-5156 (1220 W. CLEVELAND ST./EXPIRED PZD 12-4079):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5156, FOR APPROXIMATELY 2.71 ACRES, LOCATED AT 1220 AND 1226 W. CLEVELAND STREET AND 725, 727 AND 805 HALL AVENUE FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE AND P-1, INSTITUTIONAL

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from R-PZD, Residential Planned Zoning District to RSF-4, Residential Single Family, 4 Units Per Acre and P-1, Institutional 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.

RZN15-5156

PROJECT CLEVELAND

Close Up View



SUBJECT PROPERTY

RS

RSF-4 (0.47 acres)

RMF-24

RPZD

P-1 (2.14 acres)

CLEVELAND ST

RAEBACK RD

HALL AVE

GARLAND AVE

Legend

- Shared-Use Paved Trail
- - - Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5156

Hillside-Hilltop Overlay District

Fayetteville City Limits

Footprints 2010

Design Overlay District

Design Overlay District

- - - Planning Area

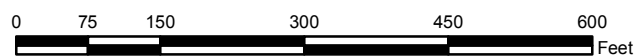


EXHIBIT 'B'

15-5156

Tentative Agenda
Page 499 of 695

REZONING TO P-1, INSTITUTIONAL

Parcel Nos. 765-02573-000 & 765-02589-000

Tract 2:

A part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Eight (8), Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Southwest corner of said 40 acre tract, said point being an existing iron; thence S89°59'46"E along the South line of said 40 acre tract 495.00 feet to a set iron for the true point of beginning and from which a reference iron set on the north right of way of Cleveland Street bears N00°02'39"W 10.00 feet; thence leaving the South line of said 40 acre tract N00°02'39"W 352.00 feet to a set iron; thence N89°59'46"E 123.75 feet to a set iron; thence S00°02'39"E 140.00 feet to a set iron; thence N89°59'46"E 123.75 feet to a point from which a reference iron set on the west right of way of Hall Avenue Bears 289°59'46"W 5.00 feet; thence S00°02'39"E 212.00 feet to a point on the South line of said 40 acre tract; thence S89°59'46"W 247.50 feet to the point of beginning, containing 1.60 acres, more or less, Washington County, Arkansas.

Parcel 765-02581-000

Part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Eight (8), Township Sixteen (16) North, of Range Thirty (30) West, of the 5th P.M. described as: Beginning at a point which is 618.75 feet East and 282 feet North of the Southwest corner of said forty acre tract, thence East 123.75 feet, thence North 70 feet, thence West 123.75 feet, thence South 70 feet to the point of beginning. Subject to rights-of-way, easements and restrictions of record.

Parcel No. 765-02584-000

Tract 1:

A part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE ¼) of Section 8, T-16-N, R-30-W, Washington County, Arkansas, being more particularly described as follows: Commencing at the SW corner of said 40 acre tract; thence S 89°59'37"E along the South line of said 40 acre tract 495.80 feet to an existing iron on the North Right of Way line of Cleveland Street for the true point of beginning; thence N00°02'39"W 170.00 feet to an existing cotton spindle; thence N 89°54'37"W 64.90 feet to an existing iron rebar; thence S00°00'12"E, 170.07 feet to an existing Chiseled "X" on the South line of said 40 acre tract, said point being on the North right of way line of Cleveland Street; thence S 89°59'37" E, 65.02 feet to the point of beginning, containing 0.25 acres, more or less.

Subject to easements, right-of-ways, and protective covenants of record, if any.

Parcel No. 765-02587-000

Part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Eight (8), Township Sixteen (16) North, of Range Thirty (30) West, of the 5th P.M. described as: Beginning at a point which is 618.75 feet East and 212 feet North of the Southwest corner of said forty acre tract, thence East 123.75 feet, thence North 70 feet, thence West 123.75 feet, thence South 70 feet to the point of beginning. Subject to rights-of-way, easements and restrictions of record.

REZONING TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE

Parcel No. 765-02591-000

Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) OF Section Eight (8) in Township Sixteen (16) North of Range Thirty (30) West described as: Beginning at a point which is three hundred fifty two (352) feet North of a point which is seven (7) chains and fifty (50) links East of the Southwest corner of said forty (40) acre tract and running thence North eighty (80) feet, thence East two hundred forty seven and one-half (247.50) feet, thence South eighty (80) feet, thence West two hundred forty seven and one-half (247.50) feet to the place of beginning.

City of Fayetteville Staff Review Form

2015-0442

Legistar File ID

10/6/2015

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

Jeremy Pate

9/18/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5156: Rezone (1220 W. CLEVELAND ST./EXPIRED PZD 12-4079, 443): Submitted by CITY STAFF for properties located at 1220 & 1226 W. CLEVELAND ST. AND 725, 727, & 805 HALL AVE. The properties are zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contain approximately 2.71 acres. The request is to rezone the properties to RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and P-1, INSTITUTIONAL.

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 OCTOBER 6, 2015

TO: Fayetteville City Council

FROM: Quin Thompson, Current Planner

THRU: Andrew Garner, City Planning Director

DATE: September 18, 2015

SUBJECT: **RZN 15-5156: Rezone (1220 W. CLEVELAND ST./EXPIRED PZD 12-4079, 443):** Submitted by CITY STAFF for properties located at 1220 & 1226 W. CLEVELAND ST. AND 725, 727, & 805 HALL AVE. The properties are zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contain approximately 2.71 acres. The request is to rezone the properties to RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and P-1, INSTITUTIONAL.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to RSF-4, Residential Single Family, 4 Units per Acre, and P-1, Institutional.

BACKGROUND:

The subject properties are located at 1220 and 1226 W. Cleveland, 725, 727, and 805 Hall Avenue and consist of six (6) parcels containing a total area of approximately 2.71 acres and are zoned R-PZD-Project Cleveland. The PZD was approved on June 19, 2012, for 122 multi-family units with a condition that Phase I receive all permits within 18 months of City Council approval. This requirement has not been met, and the PZD expired on December 19, 2014. Prior to the PZD zoning the properties were zoned RSF-4 and RMF-40.

The properties are currently being developed with a parking lot after it was purchased by the University of Arkansas in May of 2013, and one lot contains a single family residence owned by a private property owner.

DISCUSSION:

On September 14, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 9-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance
Exhibits A & B
Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~September 14, 2015~~ **UPDATED 9-16-2015**

SUBJECT: **RZN 15-5156: Rezone (1220 W. CLEVELAND ST./EXPIRED PZD 12-4079, 443):** Submitted by CITY STAFF for properties located at 1220 & 1226 W. CLEVELAND ST. AND 725, 727, & 805 HALL AVE. The properties are zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contain approximately 2.71 acres. The request is to rezone the properties to RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and P-1, INSTITUTIONAL.

RECOMMENDATION:

Staff recommends **RZN 15-5156** be forwarded to the City Council with a recommendation for approval.

BACKGROUND:

The subject properties are located at 1220 and 1226 W. Cleveland, 725, 727, and 805 Hall Avenue and consist of six (6) parcels containing a total area of approximately 2.71 acres and are zoned R-PZD-Project Cleveland. The PZD was approved on June 19, 2012, for 122 multi-family units with a condition that Phase I receive all permits within 18 months of City Council approval. This requirement has not been met, and the PZD expired on December 19, 2014. Prior to the PZD zoning the properties were zoned RSF-4 and RMF-40.

The properties are currently being developed with a parking lot after it was purchased by the University of Arkansas in May of 2013, and one lot contains a single family residence owned by a private property owner. 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	RSF-4, Residential Single Family
South	U of A Campus	P-1, Institutional
East	Single-family Residential/Elementary School	RSF-4, Residential Single Family
West	Multi-Family Residential (Fraternity)	RMF-24, Residential Multi-Family

Request: The request is to rezone the properties from R-PZD, Residential Planned Zoning District-Project Cleveland to RSF-4, Residential Single Family and P-1, Institutional. The University owned property would be zoned P-1 and the single family residence would be zoned RSF-4.

Public Comment: Staff has received public comment from one individual requesting clarification only. The property owner was notified of the rezone request through certified mail on July 31, 2015. The owner has contacted staff and stated the proposed rezone is acceptable.

INFRASTRUCTURE:

Streets: The subject parcel has access to Cleveland Street and Hall Avenue. Both are improved roads with existing curb/gutter and sidewalk through the subject parcel areas. However, the existing sidewalk and curb and gutter are in poor condition, and do not meet Master Street Plan dimensions. Any required improvements to these streets will be determined at time of development.

Water: A 6" diameter public water main and 8" public sewer main are available to the subject parcels in along Cleveland and Hall. Existing utilities in the area should have ample capacity for the proposed use of the property. If additional capacity is necessary, it shall be the responsibility of the developer, and the time of development.

Sewer: A 6" diameter public water main and 8" public sewer main are available to the subject parcels in along Cleveland and Hall. Existing utilities in the area should have ample capacity for the proposed use of the property. If additional capacity is necessary, it shall be the responsibility of the developer, and the time of development.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. This parcel does not lie within the 100-yr floodplain, streamside protection areas, or the Hillside/Hilltop Overlay District.

Fire: The Fire Department did not express any concerns with the request.

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 the properties within the proposed rezone as **City Neighborhood Area**. These 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.*

FINDINGS OF THE STAFF

RECOMMENDATION: Staff recommends RZN 15-5156 be forwarded to City Council with a recommendation for approval, finding that the proposed zoning will remove the expired and outdated PZD zoning and allow development compatible with the existing adjacent uses and consistent with the Future Land Use Plan.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>September 14, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: COOK	Second: BROWN	Vote: 9-0-0	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>October 6, 2015</u>	☐ Approved	☐ Denied	

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: *Land Use Compatibility:* The proposed zoning is compatible with the surrounding mixture of single-family and institutional uses. The site has contained a multi-family development until recently when the University of Arkansas purchased the land in May of 2013. The University is currently developing a parking lot. The University is not subject to the City zoning or development code. The site is immediately adjacent to a residential neighborhood to the north, a public school to the east, fraternity housing to the west, and U of A campus student housing to the south.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) which designates this property as City Neighborhood Area.

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 requested RSF-4 and P-1 zoning districts are justified at this time and the properties are currently within an expired Planned Zoning District and effectively have no zoning.

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

Finding: Rezoning the properties will not likely increase traffic danger or congestion. The U of A parking development on the site is separate and not within the City of Fayetteville jurisdiction. With the U of A parking lot the traffic counts are expected to increase, however the proposed zoning will not factor into those increased counts.

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 from R-PZD to RSF-4 and P-1 will decrease the potential population density or load on public services. The Police and Fire

Departments have expressed no objections to the proposal. The Cleveland Street PZD was approved with a density much higher than that allowed within the proposed zoning districts.

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 161.07 & 161.29
- Cleveland Street R-PZD Master Plan
- Request Letter
- Notification Letter to Owner
- City Plan 2030 – Future Land Use Plan Map
- Current Land Use Map
- Close Up Map
- One Mile Map

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)

161.29 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

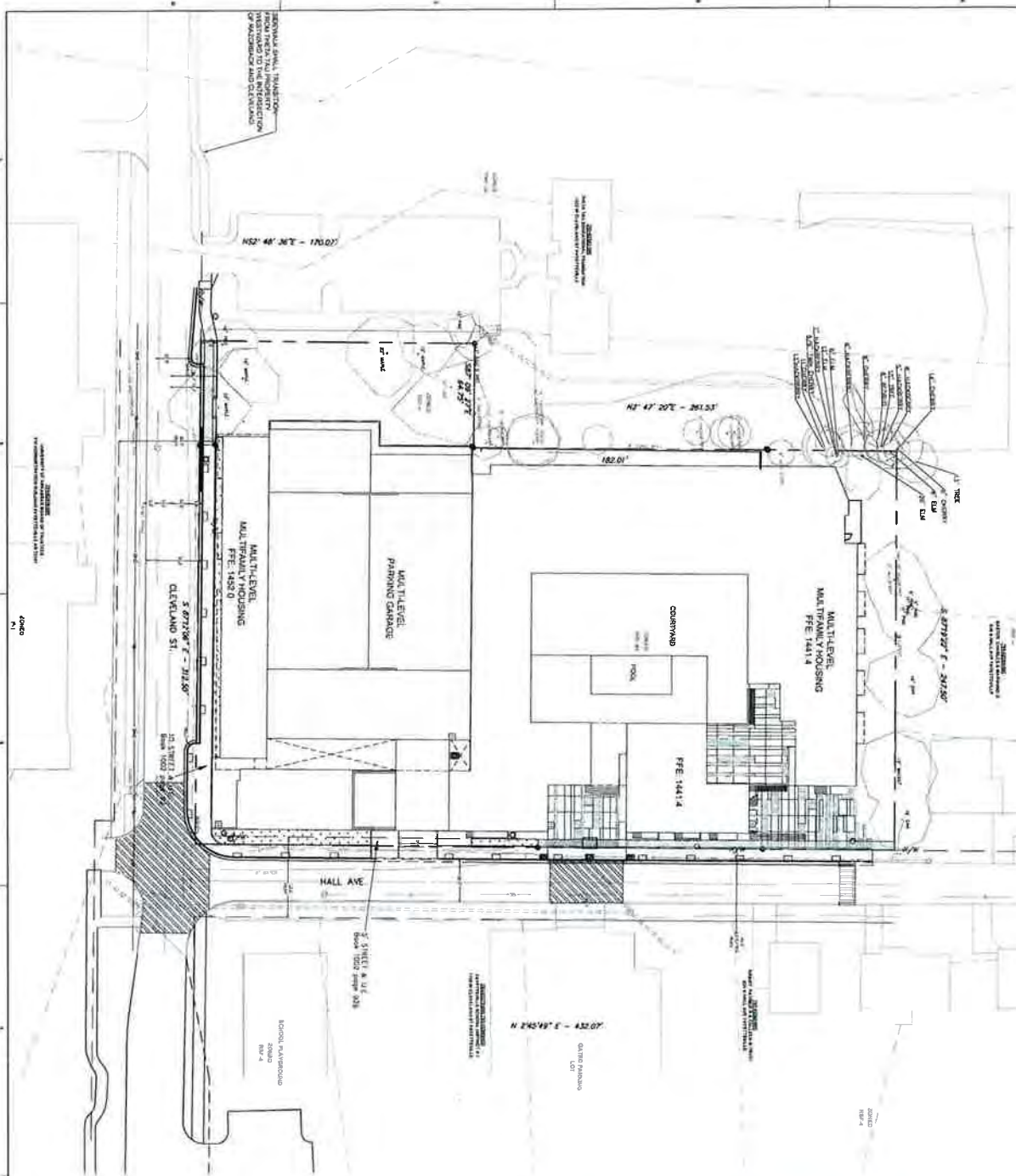
Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	20 ft.
Side, when contiguous to a residential district	25 ft.
Rear	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 60 % of the total area of such lot.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5073, 11-06-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

PROJECT CLEVELAND PZD - PA-1 CAMPUS EDGE



LAND USE

LAND USE	AREA (SQ FT)	PERCENT
COMMERCIAL	1441.4	67%
MULTIFAMILY	1428.0	63%
PARKING GARAGE	1428.0	63%
TOTAL	4297.4	100%



C3.0

Project
Cleveland
Fayetteville, Ar.

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.

modus studio
architecture + prototyping

www.modusstudio.com
contact@modusstudio.com
112 W. Center Street
Fayetteville, AR 72701
479.455.5555

Planning Commission
September 14, 2015
Agenda Item 14
15-5156 Expired PZD
Page 7 of 13



July 31, 2015

City of Fayetteville
Planning Commission and City Council
118 W. Mountain St.
Fayetteville, AR 72701

RE: Expired PZD-Cleveland Project Rezone

Dear Planning Commission and City Council Members:

Please accept this letter as a request for rezoning of 6 lots located at 1220 & 1226 W. Cleveland Street and 725, 7274, & 805 Hall Ave. The lots are owned by the University of Arkansas and Charles & Marianne Baxter. The land is associated with an Expired PZD and City Staff are recommending a rezone to P-1, Institutional, and RSF-4, Residential Single Family, 4 Units per acre.

In order to remove this expired PZD and bring the properties into a zoning district that is more compatible to the area and the current use of the land, the City Planning Staff are proposing to rezone the properties back to RSF-4, Residential Single Family, 4 Units per acre and P-1, Institutional. This change will have little to no effect on the surrounding properties. Moreover, the change will not increase traffic danger or congestions nor will it impact public services due to population density increases.

Thank you for your time in this matter.

Regards,

Andrew Harrison
Development Services Coordinator
City of Fayetteville
Ph. 479.575.8267
aharrison@fayetteville-ar.gov



July 31, 2015

Charles & Marianne Baxter
819 N. Hall Ave.
Fayetteville, AR 72701-1726

RE: Expired PZD-Cleveland Project Rezone

Dear Property Owner:

This letter is in reference to your property, parcel # 765-02591-000. Your property, along with others adjacent to it, were originally included in the previously approved and currently expired PZD – Cleveland Project. These properties were rezoned to a PZD by the property owners prior to the current owners, which now includes the University of Arkansas.

In order to remove this expired PZD and bring the properties into a zoning district that is more compatible to the area and the current use of the land, the City of Fayetteville is proposing to rezone your property back to RSF-4, Residential Single Family, 4 Units per acre. A map of the area to be proposed for rezoning is attached, along with a copy of the zoning map of the area.

If you would like to provide comments or feedback to the City Planning Division about rezoning your property before we submit an application, please contact me by August 17, 2015. If the rezoning goes as planned the proposal will be discussed at the Planning Commission meeting on September 14, 2015. You are free to discuss the rezoning with me any time and will be welcome to speak at the public hearing(s).

Should you have any questions or concerns about this information please contact me.

Regards,

A handwritten signature in blue ink that reads "Andrew Garner".

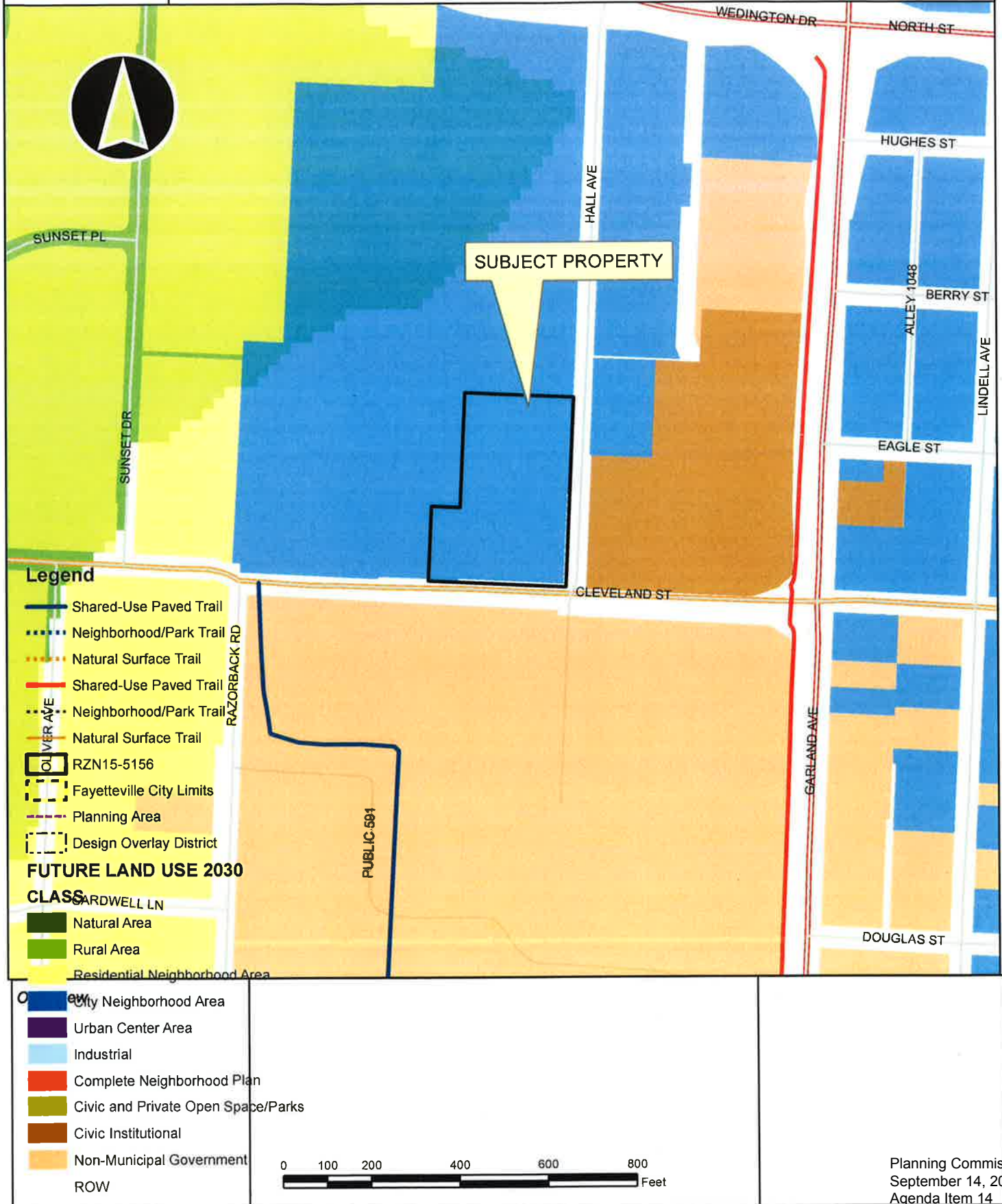
Andrew Garner, AICP
City Planning Director
City of Fayetteville
Ph. 479.575.8262
agarner@fayetteville-ar.gov

Att: Expired PZD-Cleveland project rezoning area
Existing zoning map

RZN15-5156

PROJECT CLEVELAND

Future Land Use



RZN15-5156

PROJECT CLEVELAND

Current Land Use



- Legend**
- Shared-Use Paved Trail
 - ⋯ Neighborhood/Park Trail
 - - - Natural Surface Trail
 - RZN15-5156
 - Fayetteville City Limits
 - Footprints 2010
 - Design Overlay District
 - - - Planning Area



RZN15-5156

PROJECT CLEVELAND

Close Up View



SUBJECT PROPERTY

RS

RMF-24

RPZD

R-O

CLEVELAND ST

REORBACK RD

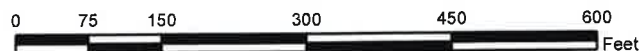
HALL AVE

GARLAND AVE

P-1

Legend

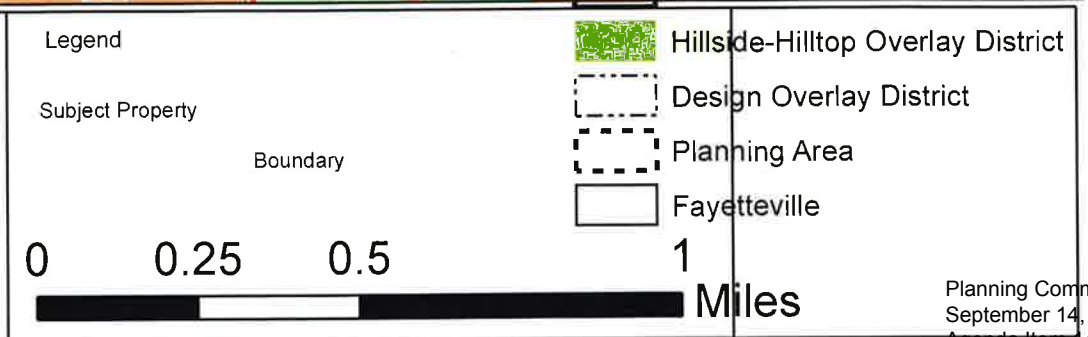
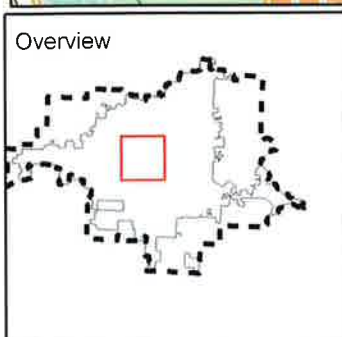
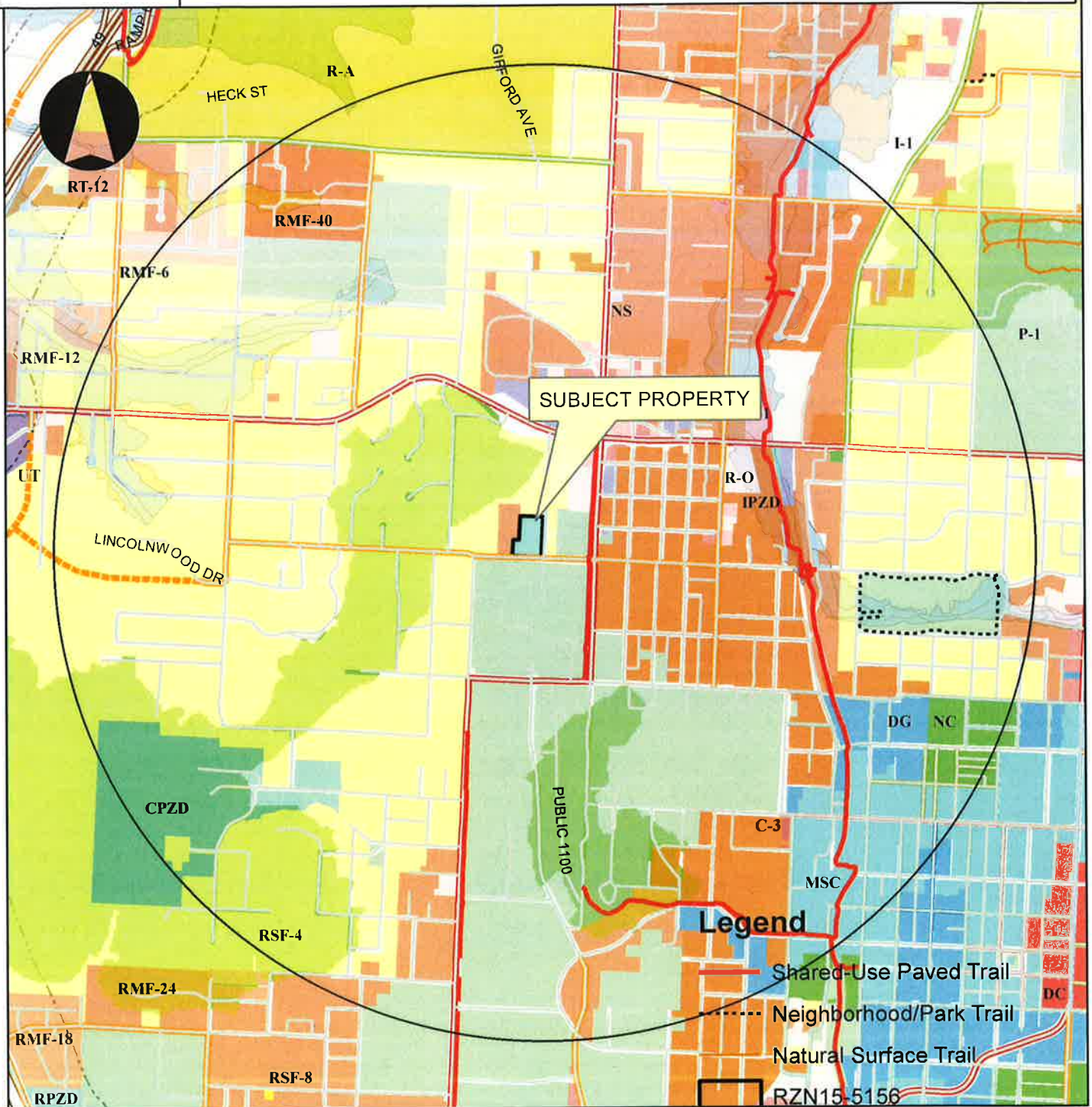
- Shared-Use Paved Trail
- - - - - Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5156
- Hillside-Hilltop Overlay District
- Fayetteville City Limits
- Footprints 2010
- Design Overlay District
- Design Overlay District
- - - - - Planning Area



RZN15-5156

PROJECT CLEVELAND

One Mile View





City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 1 of 695

Text File

File Number: 2015-0441

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 5

RZN 15-5165 (1118 S. DUNN AVE./PEARSON DEVELOPMENT):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5165, FOR APPROXIMATELY 0.23 ACRES, LOCATED AT 1118 S. DUNN AVENUE FROM I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL TO NC, NEIGHBORHOOD CONSERVATION

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from I-1, Heavy Commercial and Light Industrial to NC, Neighborhood Conservation as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

EXHIBIT 'A'

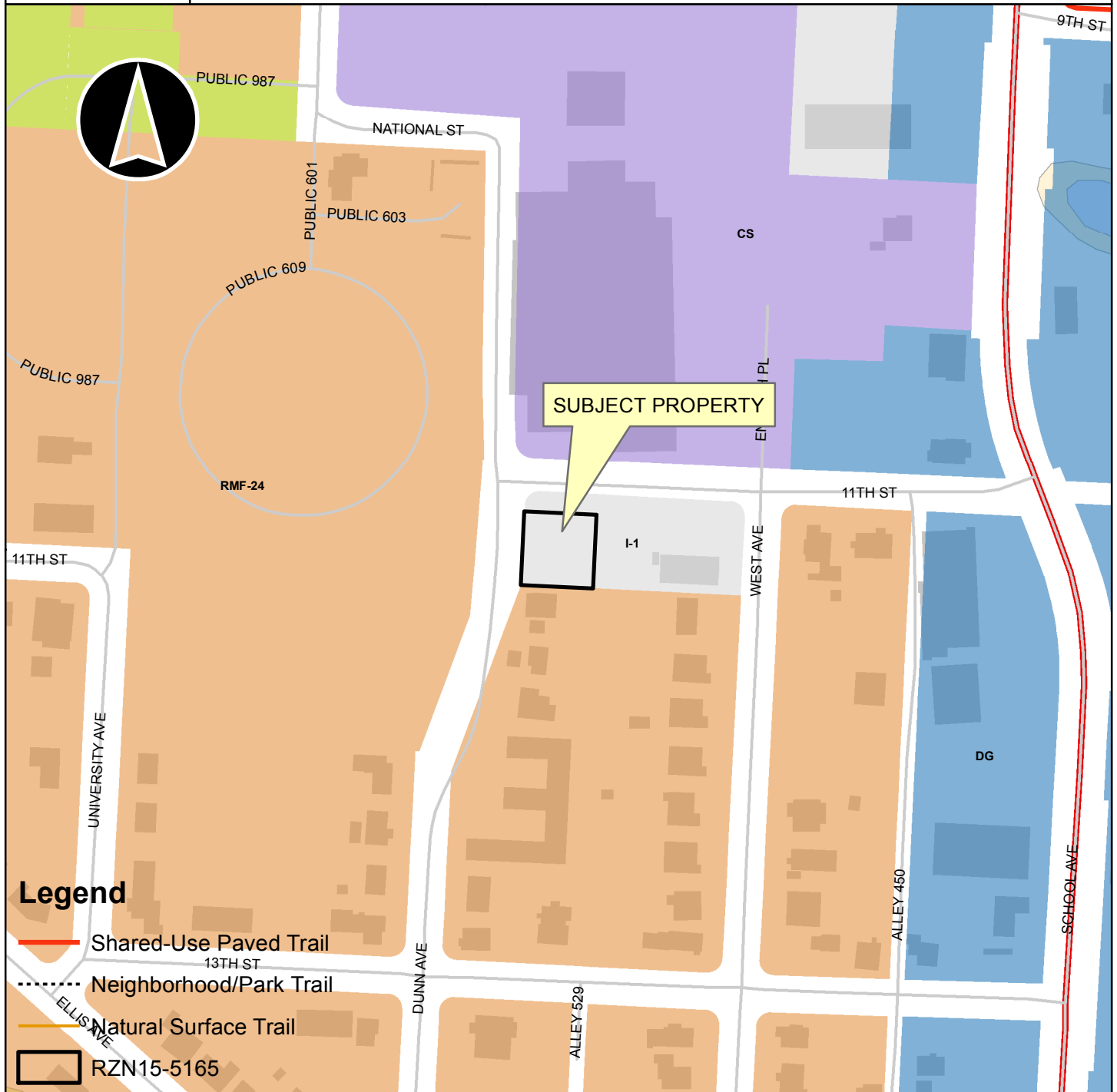
15-5165

Tentative Agenda
Page 516 of 695

RZN15-5165

PEARSON DEVELOPMENT

Close Up View



Legend

- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5165
- Hillside-Hilltop Overlay District
- Fayetteville City Limits
- Footprints 2010
- Design Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

EXHIBIT 'B'
15-5165

The South 100 feet of Lot 1, Block 2 of Wilson Dunn Addition to the City of Fayetteville, Arkansas as designated upon the recorded plat of said addition in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

City of Fayetteville Staff Review Form

2015-0441

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

9/18/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5165: Rezone (1118 S. DUNN AVE./PEARSON DEVELOPMENT, 562): Submitted by WILL SCHMIDT for property located at 1118 S. DUNN AVE. The property is zoned I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 0.23 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

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 OCTOBER 6, 2015

TO: Fayetteville City Council

FROM: Quin Thompson, Current Planner

THRU: Andrew Garner, City Planning Director

DATE: September 18, 2015

SUBJECT: **RZN 15-5165: Rezone (1118 S. DUNN AVE./PEARSON DEVELOPMENT, 562):** Submitted by WILL SCHMIDT for property located at 1118 S. DUNN AVE. The property is zoned I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 0.23 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to NC, Neighborhood Conservation.

BACKGROUND:

The subject property is an undeveloped lot located north of 1118 S. Dunn Avenue and contains approximately 0.23 acres within the I-1 zoning district.

Land Use Compatibility: The proposed zoning is compatible with the surrounding mixture of single and multi-family residential, and commercial uses.

Land Use Plan Analysis: The City Plan 2030 Future Land Use Map (FLUM) designates this area as Residential Neighborhood Area, a designation which encourages a wide variety of residential uses, increased density, and appropriate infill of properties with existing infrastructure. The existing industrial zoning is not consistent with the FLUM designation.

DISCUSSION:

On September 14, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 9-0-0.

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

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~September 14, 2015~~ **UPDATED 9-16-2015**

SUBJECT: **RZN 15-5165: Rezone (1118 S. DUNN AVE./PEARSON DEVELOPMENT, 562):** Submitted by WILL SCHMIDT for property located at 1118 S. DUNN AVE. The property is zoned I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 0.23 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

RECOMMENDATION:

Staff recommends **RZN 15-5165** be forwarded to the City Council with a recommendation for approval.

BACKGROUND:

The subject property is an undeveloped lot located north of 1118 S. Dunn Avenue and contains approximately 0.23 acres within the I-1 zoning district. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Multi-family / Apartments	CS, Community Services
South	Single-Family Residential	RMF-24, Residential Multi-Family
East	Electrical Contractor	I-1, Heavy Commercial and Light Industrial
West	National Cemetery	RMF-24, Residential Multi-Family

Request: The request is to rezone the property from I-1 to NC. The applicant has stated that the rezoning is needed so that the applicant can build a 300 square foot residence for a small family.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

Streets: The subject parcel has access to Dunn Avenue. Dunn is an improved road with existing curb/gutter and sidewalk through the subject parcel area. However, the existing sidewalk and curb and gutter are in poor condition, and do not meet Master Street Plan dimensions. Any required improvements to these streets will be determined at time of development.

- Water:** A 2" diameter public water main is available to the subject parcel along the frontage of Dunn Ave. A 6" main is approximately 30 feet north of the property on 11th Street.
- Sewer:** An 8" diameter public sewer main is available to the subject parcel along the east side. If additional capacity is necessary for water or sewer to serve the property, it shall be the responsibility of the property owner, at the time of development.
- Drainage:** Any additional improvements or requirements for drainage will be determined at time of development. This parcel does not lie within the 100-yr floodplain, streamside protection areas, or the Hillside/Hilltop Overlay District.
- Fire:** The Fire Department did not express any concerns with the request.
- Police:** The Police Department did not express any concerns with this request.

CITY PLAN 2025 FUTURE LAND USE PLAN: **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.

FINDINGS OF THE STAFF

RECOMMENDATION: Staff recommends RZN 15-5165 be forwarded to City Council with a recommendation for approval, finding that the proposed zoning allows development compatible with the existing adjacent uses and consistent with the Future Land Use Plan.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>September 14, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: CHESSER	Second: AUTRY	Vote: 9-0-0	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>October 6, 2015</u>	☐ Approved	☐ Denied	

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: **Land Use Compatibility:** The proposed zoning is compatible with the surrounding mixture of single and multi-family residential, and commercial uses.

Land Use Plan Analysis: The City Plan 2030 Future Land Use Map (FLUM) designates this area as Residential Neighborhood Area, a designation which encourages a wide variety of residential uses, increased density, and

appropriate infill of properties with existing infrastructure. The existing industrial zoning is not consistent with the FLUM designation.

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

Finding: The proposed rezoning is justified at this time, as the proposed zoning will allow appropriate infill development in an area that is intended to be primarily residential.

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

Finding: The site has access to Dunn Avenue, a local street with curb, gutter, and sidewalk that does not meet current standards. The rezoning would allow two additional single-family dwellings to be built on the lot, which is not likely to perceptibly increase traffic danger or congestion.

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

Finding: Rezoning the property from I-1 to NC will not undesirably affect density or load on public services. This down-zoning would reduce potential for heavy commercial and industrial uses discouraged by City Plan 2030 Future Land Use Map in this area. The Police and Fire Departments have expressed no objections to the proposal.

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 161.26 & 161.27
- Aerial Image
- Request Letter
- One Mile Map, Close-Up Map, Current Land Use Map, Future Land Use Map

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.
-------------------------	--------

(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)

161.27 District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 13	Eating places
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Offices, studios and related services
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 42	Clean technologies

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	50 ft.
Front, when adjoining C, I, or P districts	25 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I, or P districts	10 ft.
Rear	25 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(VIII); Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.039; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5353, 9-7-10; Ord. 5472; 12-20-11)



Arkansas Heritage Realty Company

36 E. Center Street

Fayetteville, AR 72701

479.521.2252

August 4, 2015

City of Fayetteville

City Planning

125 W. Mountain Street

Fayetteville, AR 72701

Re: Rezoning lot on S. Dunn

Dear Planning Commission,

Please find enclosed a request for rezoning of a lot that is located on South Dunn Ave, parcel number 765-12404-000, it is owned by Pearson Development and under contract to be sold to Ryan Casterellon. The land cannot be used under its current zoning classification because it is not big enough. Therefore, Pearson Development is requesting a down-zoning of the land from Industrial to RSF-8. This change will have little to no effect on the surrounding properties. Moreover, the proposed zoning change will not increase traffic danger or congestion nor will it influence the population density in such a way that it would impact the public services provided by the city. Furthermore, water and sewer lines are already available at this property (2 inch water line located in the front and 6 inch sewer line located in the back), therefore rezoning will not cause any additional changes to city services. Finally, this zoning change is consistent with the various land use planning and zoning objectives, principles, policies and is even consistent with the proposed zoning of future plans in the area. I look forward to working with the city to get this down zoning approved if you need any further information or questions please don't hesitate to call me at the number listed above.

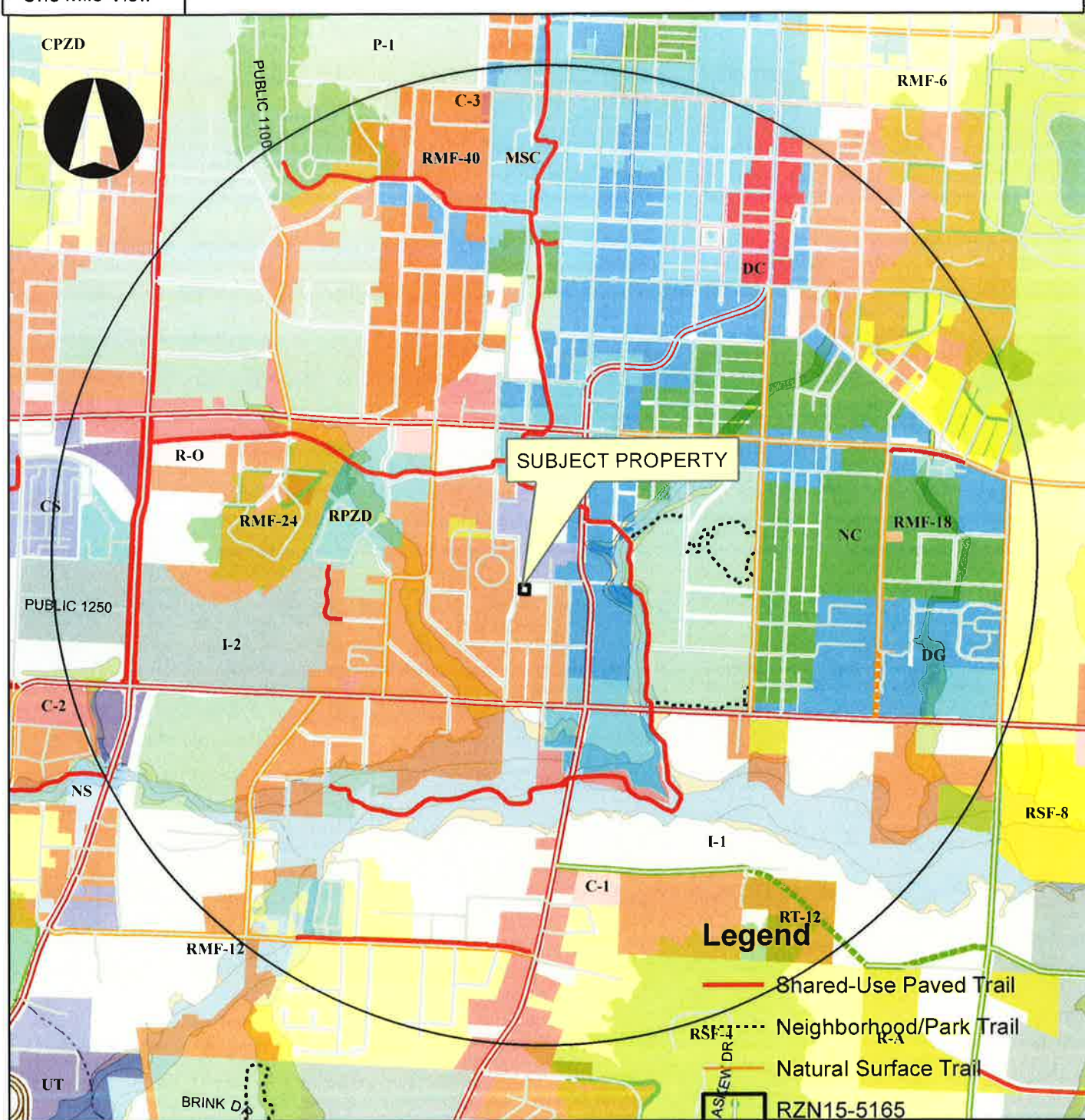
Sincerely,

Will Schmidt, Realtor

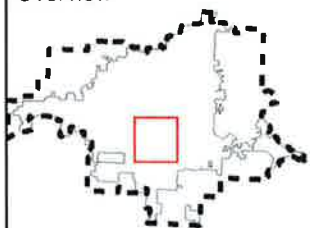
RZN15-5165

PEARSON DEVELOPMENT

One Mile View



Overview



Legend

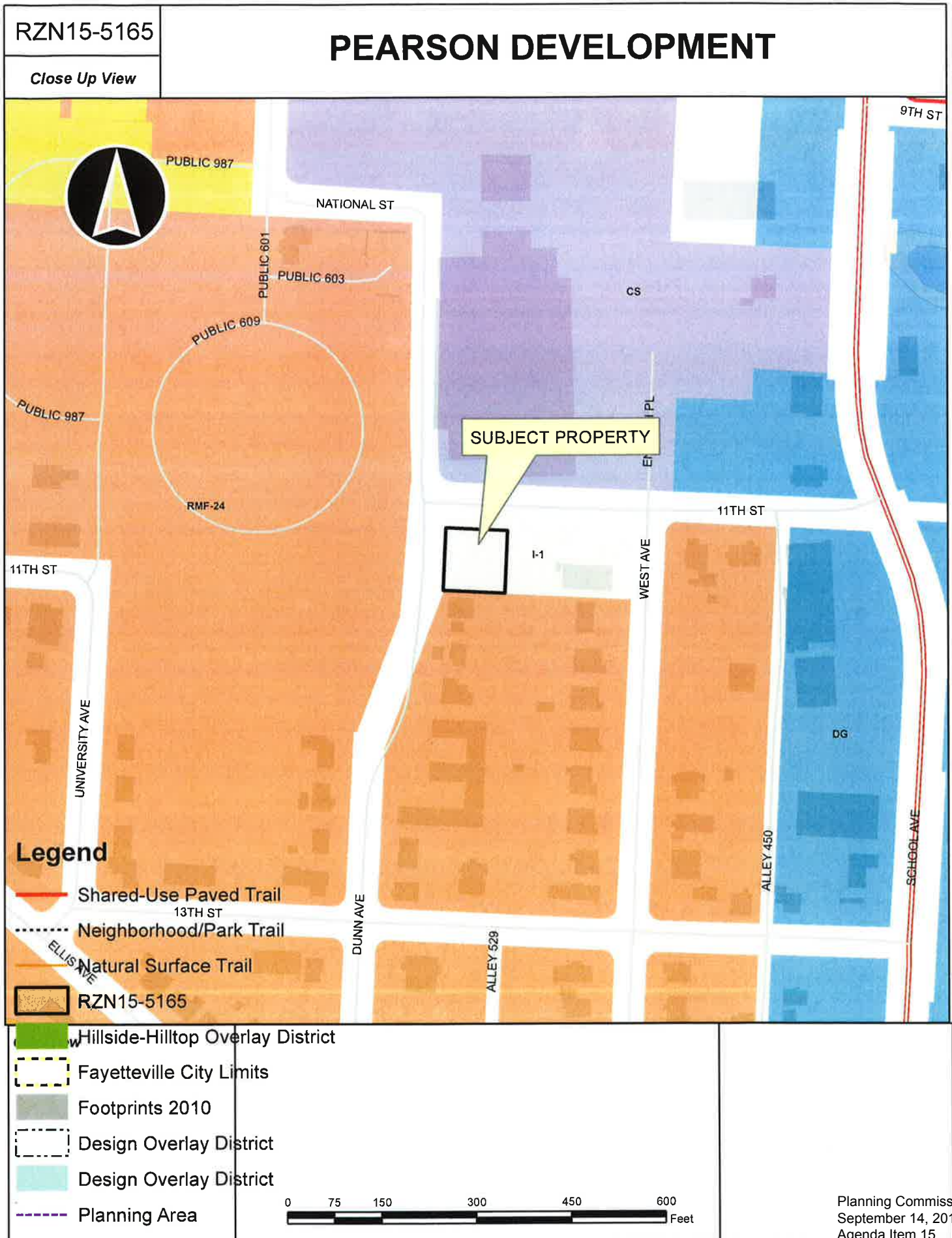
Subject Property

Boundary

- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville

0 0.25 0.5

1
Miles



RZN15-5165

Current Land Use

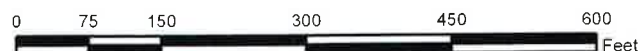
PEARSON DEVELOPMENT

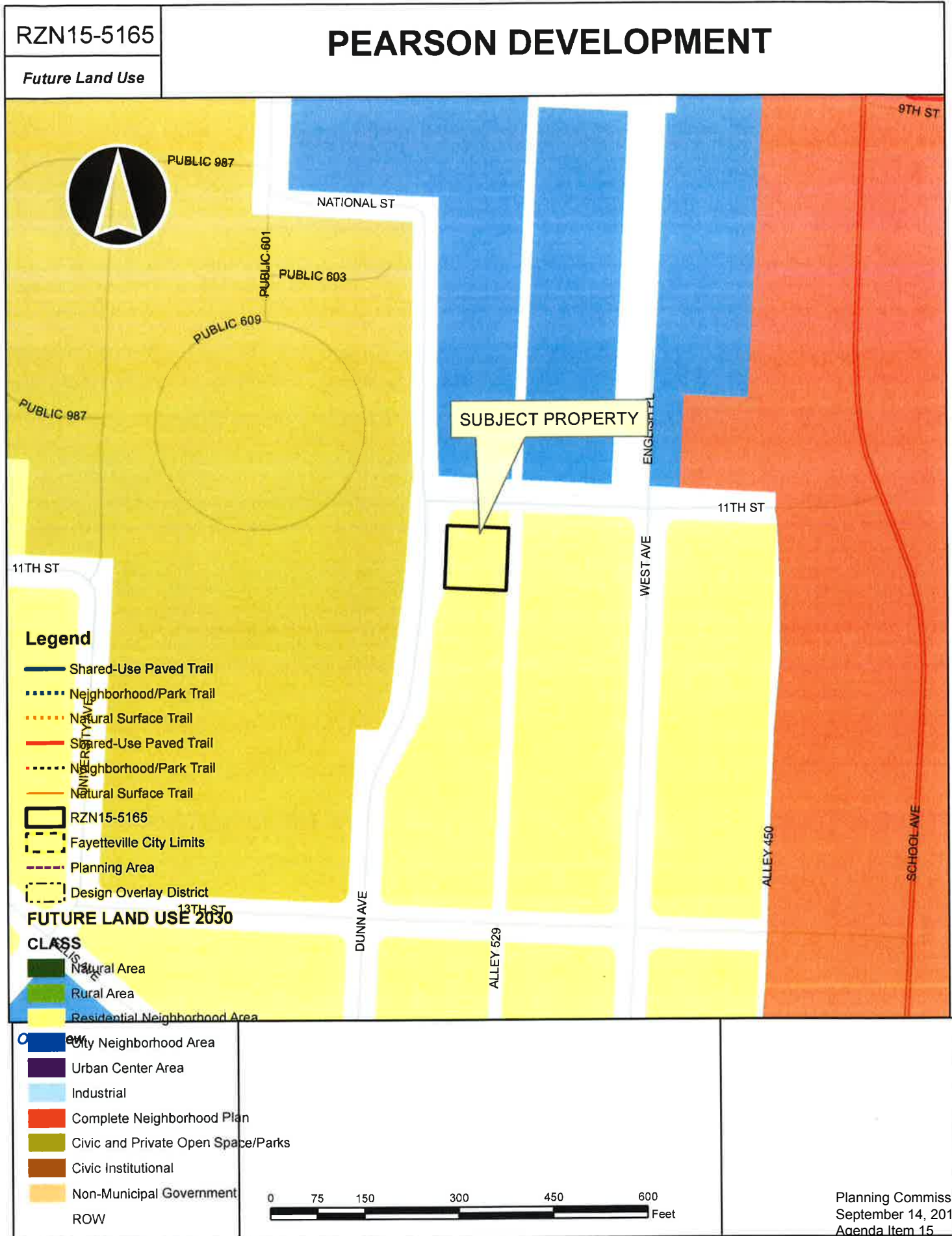


Overview

RZN15-5165

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







City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 61 of 695

Text File

File Number: 2015-0432

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 6

RZN 15-5174 (S. END OF RUPPLE RD./STRIKER DEVELOPMENT):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5174, FOR APPROXIMATELY 102 ACRES, LOCATED AT THE SOUTHERN END OF RUPPLE ROAD FROM NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES; R-A, RESIDENTIAL-AGRICULTURAL; RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRES; AND RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO R-A, RESIDENTIAL-AGRICULTURAL; RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE; RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRES; NC, NEIGHBORHOOD CONSERVATION AND CS, COMMUNITY SERVICES

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

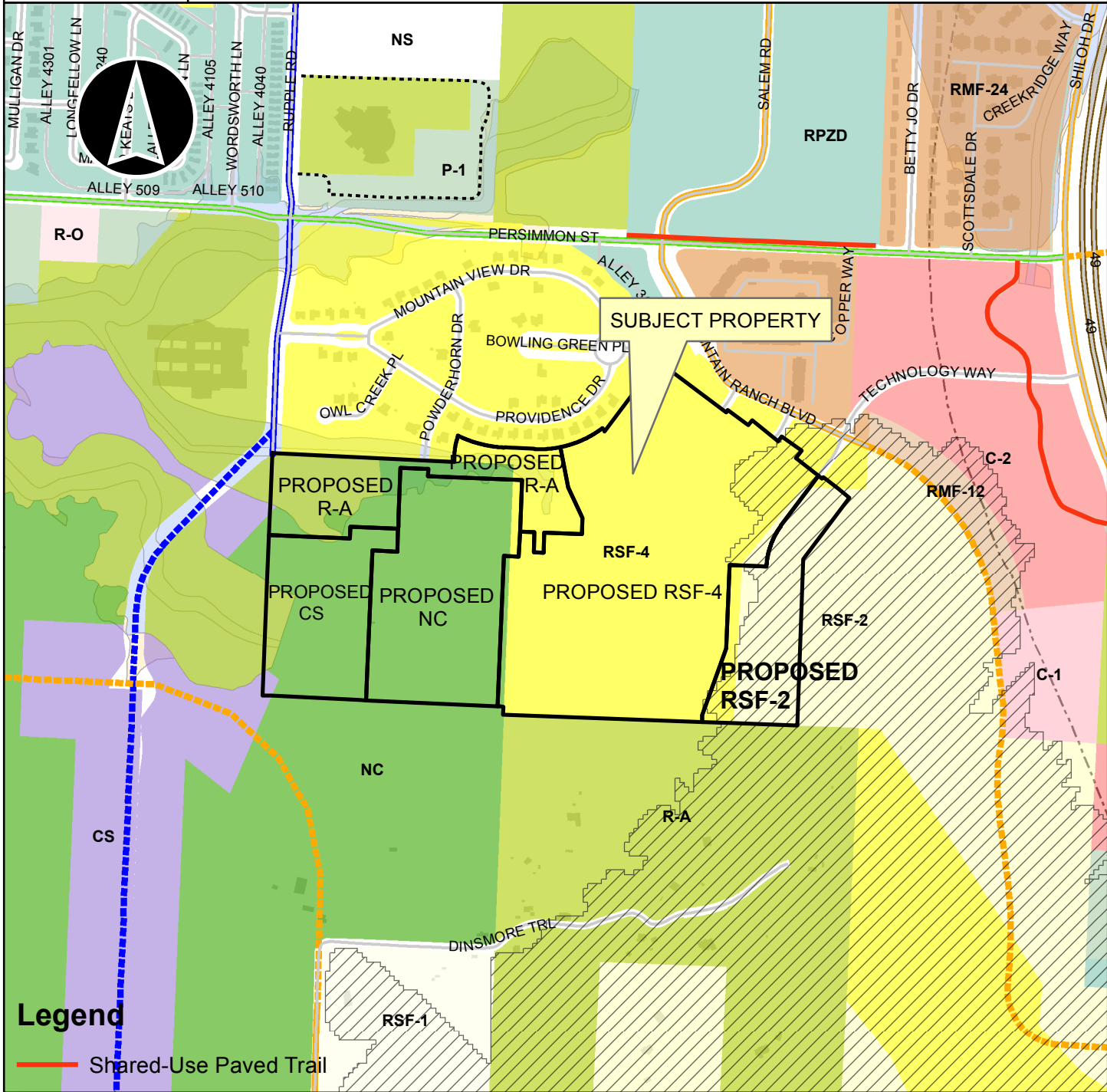
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property From NC, Neighborhood Conservation; CS, Community Services; R-A, Residential-Agricultural; RSF-4, Residential Single Family, 4 Units Per Acres; And RSF-2, Residential Single Family, 2 Units Per Acre To R-A, Residential-Agricultural; RSF-2, Residential Single Family, 2 Units Per Acre; RSF-4, Residential Single Family, 4 Units Per Acres; NC, Neighborhood Conservation 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.

RZN15-5174

Close Up View

STRIKER DEVELOPMENT



Overview Neighborhood/Park Trail

Natural Surface Trail

RZN15-5174

Hillside-Hilltop Overlay District

Fayetteville City Limits

Footprints 2010

Zoning

Existing

Proposed

R-A

5.52 acres

11.81 acres

RSF-2

9.79 acres

10.93 acres

RSF-4

52.25 acres

47.24 acres

NC

33.93 acres

19.84 acres

CS

0.22 acres

11.88 acres

0 300 600 1,200 1,800 2,400 Feet

EXHIBIT 'B'
15-5174

LEGAL DESCRIPTION: (PROPOSED ZONING: RA)

A part of the SE1/4 of the NE1/4 and a part of the NE1/4 of the NE1/4 of Section 13, T16N, R31W and a part of the NW1/4 of the NW1/4 and a part of the SW1/4 of the NW1/4 of Section 18, T16N, R30W in Washington County, Arkansas and being described as follows: Beginning at the NW Corner of said SE1/4, NE1/4, said point being the POINT OF BEGINNING, thence S87°12'08"E 990.46 feet, thence along a non tangent curve to the right 144.65 feet, said curve having a radius of 329.70 feet and chord bearing and distance of N08°01'00"E 143.49 feet, thence S66°12'21"E 21.71 feet, thence along a non tangent curve to the left 240.42 feet, said curve having a radius of 660.00 feet and chord bearing and distance of S76°38'30"E 239.09 feet, thence S87°04'38"E 163.35 feet, thence along a curve to the left 140.34 feet, said curve having a radius of 565.27 feet and a chord bearing and distance of N85°48'37"E 139.98 feet, thence S11°27'25"E 224.91 feet, thence S25°07'17"E 182.41 feet, thence S02°19'56"W 88.23 feet, thence N87°40'04"W 205.07 feet, thence S02°19'56"W 110.00 feet, thence N87°40'04"W 52.82 feet, thence N02°19'56"E 110.00 feet, thence N87°40'04"W 80.00 feet, thence N02°19'56"E 280.00 feet, thence N87°40'04"W 511.61 feet, thence N02°19'56"E 40.20 feet, thence N87°40'04"W 150.00 feet, thence S02°19'56"W 330.20 feet, thence N87°40'04"W 260.66 feet, thence S02°19'56"W 64.94 feet, thence N87°40'04"W 439.48 feet, thence N02°19'56"E 448.19 feet to the POINT OF BEGINNING: Containing 11.81 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (PROPOSED ZONING RSF-2)

A part of the SW1/4 of the NW1/4 and a part of the NW1/4 of the NW1/4 of Section 18, T16N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the SW Corner of said SW1/4, NW1/4, thence S87°56'51"E 1,081.92 feet to the POINT OF BEGINNING, thence N02°19'56"E 36.18 feet, thence N19°46'16"E 385.77 feet, thence N02°19'56"E 453.57 feet, thence S87°40'04"E 198.82 feet, thence along a non tangent curve to the right 237.77 feet, said curve having a radius of 400.00 feet and chord bearing and distance of N19°44'21"E 234.29 feet, thence N36°46'06"E 339.97 feet, thence S51°14'45"E 25.00 feet, thence N38°45'15"E 12.24 feet, thence S51°14'45"E 181.40 feet, thence S36°46'06"W 416.81 feet, thence S02°03'09"W 902.75 feet, thence N87°56'51"W 518.83 feet to the POINT OF BEGINNING: Containing 10.93 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (PROPOSED ZONING RSF-4)

A part of the SE1/4 of the NE1/4 of Section 13, T16N, R31W and a part of the SW1/4 of the NW1/4 and a part of the NW1/4 of the NW1/4 of Section 18, T16N, R30W in Washington County, Arkansas and being described as follows: Beginning at the SE Corner of said SE1/4, NE1/4 of Section 13, said point being the POINT OF BEGINNING, thence N87°18'19"W 31.69 feet, thence N02°19'56"E 818.69 feet, thence S87°40'04"E 82.26 feet, thence N02°19'56"E 135.00 feet, thence S87°40'04"E 80.00 feet, thence S02°19'56"W 110.00 feet, thence S87°40'04"E 52.82 feet, thence N02°19'56"E 110.00 feet, thence S87°40'04"E 205.07 feet, thence N02°19'56"E 88.23 feet, thence N25°07'17"W 182.41 feet, thence N11°27'25"W 224.91 feet, thence along a non tangent curve to the left 252.97 feet, said curve having a radius of 565.27 feet

EXHIBIT 'B'
15-5174

and chord bearing and distance of N65°52'39"E 250.86 feet, thence S34°09'34"E 22.76 feet, thence N36°44'43"E 306.07 feet, thence N61°29'33"E 189.51 feet, thence S53°13'54"E 386.46 feet, thence N36°46'06"E 15.53 feet, thence S53°13'54"E 138.64 feet, thence N38°45'15"E 34.36 feet, thence S51°14'45"E 181.43 feet, thence N38°45'15"E 5.68 feet, thence along a curve to the left 27.77 feet, said curve having a radius of 525.00 feet and a chord bearing and distance of N37°14'19"E 27.77 feet, thence S54°16'37"E 132.35 feet, thence S38°45'15"W 49.84 feet, thence S51°14'45"E 156.43 feet, thence S36°46'06"W 339.97 feet, thence along a curve to the left 237.77 feet, said curve having a radius of 400.00 feet and a chord bearing and distance of S19°44'21"W 234.29 feet, thence N87°40'04"W 198.82 feet, thence S02°19'56"W 453.57 feet, thence S19°46'16"W 385.77 feet, thence S02°19'56"W 36.18 feet, thence N87°56'51"W 1,081.92 feet, thence N02°03'30"E 44.17 feet to the POINT OF BEGINNING: Containing 47.24 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (PROPOSED ZONING NC)

A part of the SE1/4 of the NE1/4 of Section 13, T16N, R31W and a part of the SW1/4 of the NW1/4 of Section 18, T16N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the SE Corner of said SE1/4, NE1/4 of Section 13, thence N87°18'19"W 31.69 feet to the POINT OF BEGINNING; thence N87°18'19"W 715.01 feet, thence N02°19'56"E 814.16 feet, thence S87°40'04"E 135.66 feet, thence N02°19'56"E 455.20 feet, thence S87°40'04"E 150.00 feet, thence S02°19'56"W 40.20 feet, thence S87°40'04"E 511.61 feet, thence S02°19'56"W 415.00 feet, thence N87°40'04"W 82.26 feet, thence S02°19'56"W 818.69 feet to the POINT OF BEGINNING: Containing 19.84 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (PROPOSED ZONING: CS)

A part of the SE1/4 of the NE1/4 of Section 13, T16N, R31W in Washington County, Arkansas and being described as follows: Beginning at the SW Corner of said SE1/4, NE1/4, said point being the POINT OF BEGINNING, thence N02°19'56"E 870.64 feet, thence S87°40'04"E 439.48 feet, thence N02°19'56"E 64.94 feet, thence S87°40'04"E 260.66 feet, thence S02°19'56"W 100.00 feet; thence S02°19'56"W 25.00 feet, thence N87°40'04"W 135.66 feet, thence S02°19'56"W 814.16 feet, thence N87°18'19"W 564.49 feet to the POINT OF BEGINNING: Containing 11.88 acres more or less subject to easements and right of way of record.

City of Fayetteville Staff Review Form

2015-0432

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

9/18/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5174: Rezone (S. END OF RUPPLE RD./STRIKER DEVELOPMENT, 478/479): Submitted by JORGENSEN & ASSOCIATES, INC. for property located at the SOUTHERN END OF RUPPLE ROAD and contains approximately 101.50 acres. The request is to rezone the property to R-A, RESIDENTIAL-AGRICULTURAL; RSF-2, RESIDENTIAL SINGLE FAMILY 2 UNITS PER ACRE; RSF-4 RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE; NC, NEIGHBORHOOD CONSERVATION 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:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Fayetteville City Council

FROM: Andrew Garner, City Planning Director

DATE: September 18, 2015

SUBJECT: **RZN 15-5174: Rezone (S. END OF RUPPLE RD./STRIKER DEVELOPMENT, 478/479):** Submitted by JORGENSEN & ASSOCIATES, INC. for property located at SOUTHERN END OF RUPPLE RD. The property is zoned NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES; R-A, RESIDENTIAL-AGRICULTURAL; RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE; AND RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE and contains approximately 101.50 acres. The request is to rezone the property to R-A, RESIDENTIAL AGRICULTURAL; RSF-2, RESIDENTIAL SINGLE FAMILY 2 UNITS PER ACRE; RSF-4 RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE; NC, NEIGHBORHOOD CONSERVATION and CS, COMMUNITY SERVICES.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to R-A, Residential-Agricultural; RSF-4, Residential Single Family, 4 Units per Acre; RSF-2, Residential Single Family, 2 Units per Acre; NC, Neighborhood Conservation and CS, Community Services.

BACKGROUND:

The subject property contains approximately 102 undeveloped acres located south of the Mountain Ranch Subdivision in west Fayetteville. The western portion of the property was included in the City-initiated rezoning of the South Rupple Road corridor project approved by City Council on June 2, 2015 (RZN 15-4965). The existing zoning of the property is listed in *Table 1*. This site is primarily flat pasture with floodplain along the north. The eastern portion of the property is steep hillside in the Hillside Hilltop Overlay District (HHOD), south of the dead end of Mountain Ranch Boulevard.

The applicant requests to rezone the property as listed in *Table 1* and depicted in the attached rezoning exhibit. The applicant has indicated intention to develop the property with higher density and intensity closer to Rupple Road (possibly including multi-family and non-residential use), and transitioning to lower density typical single family neighborhoods to the east across the flat pasture and larger lots up the hillside. The applicant indicated that the recent South Rupple Road rezoning does not match up with their exact development plans for the area, and also that portions zoned R-A should be increased in some areas for additional conservation and decreased in other areas for more development.

Table 1
Existing and Proposed Zoning

	Existing Zoning	Proposed Zoning
R-A, Residential Agricultural	5.52 acres	11.81 acres
RSF-2, Residential Single Family Two Units per Acre	9.79 acres	10.93 acres
RSF-4, Residential Single Family Four Units per Acre	52.25 acres	46.81 acres
NC, Neighborhood Conservation	33.93 acres	20.28 acres
CS, Community Services	0.22 acres	11.88 acres
TOTAL	102 acres	102 acres

Land Use Compatibility:

The proposed zoning is generally compatible with the surrounding residential properties to the north by proposing similar single family detached zoning and also expanding the R-A zoning along the northern property line for conservation of floodplain and riparian areas identified by the applicant in the field. The zoning would introduce 11.88 acres of CS zoning along the western portion of the site expanding the more intense development anticipated along Ruppel Road into the property, transitioning to lower density NC and RSF-4 districts further east, and finally transitioning to RSF-2 zoning in steep hillside areas along the eastern boundary.

Land Use Plan Analysis:

The rezoning is generally consistent with planning objectives, principles, and policies put forward in the City Plan 2030 and the Future Land Use Map (FLUM). The concept for planned development of this area has been anticipated for many years. Higher density/intensity and form-based mixed use zoning allows a variety of land uses in one area. This allows development to reach the required threshold needed for public transit and non-residential goods and services within walking distance of residential neighborhoods, consistent with City Plan 2030. While the rezoning of the R-A portion of the site does not exactly match the FLUM's designation of Natural Areas, the applicant proposes to shift the R-A areas more to the north netting an increase of 6.35 acres of R-A property intended for conservation and/or preservation of sensitive areas. The applicant's refinement of the zoning lines is expected given that the South Ruppel Road rezoning was completed by City staff at a large scale (642 acres) without information on specific development proposals or detailed field analysis. The proposal is also consistent with principles of transect zoning transitioning from rural to urban zones within a defined neighborhood structure.

DISCUSSION:

On September 14, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 9-0-0. No public comment was presented. During the day of the Planning Commission meeting the applicant revised their request slightly at the City Planning Division's advice. The published Planning Commission staff report contains acreages from the original proposal that are slightly different than the request presented at the Planning Commission meeting and forwarded to the City Council.

BUDGET/STAFF IMPACT:

N/A

Attachments:

Exhibit A
Exhibit B
Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: September 14, 2015 Updated with Planning Commission results

SUBJECT: **RZN 15-5174: Rezone (S. END OF RUPPLE RD./STRIKER DEVELOPMENT, 478/479):** Submitted by JORGENSEN & ASSOCIATES, INC. for property located at SOUTHERN END OF RUPPLE RD. The property is zoned NC, NEIGHBORHOOD CONSERVATION, R-A, RESIDENTIAL AGRICULTURE, RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, AND RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE and contains approximately 102 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION, CS, COMMUNITY SERVICES, R-A, RESIDENTIAL AGRICULTURE, AND RSF-4 RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN 15-5174** to the City Council with a recommendation for approval except staff recommends the RSF-2 district be retained as it exists.

BACKGROUND:

Background and Property Description: 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 new Ruppel Road will be adjacent to the west of the subject property, but will not be directly accessible from this site until additional east-west streets provide connection.

The subject property contains approximately 102 undeveloped acres located south of the Mountain Ranch Subdivision in west Fayetteville. The western portion of the property was included in the City-initiated rezoning of the South Ruppel Road corridor project approved by City Council on June 2, 2015 (RZN 15-4965). This area of the site is primarily flat pasture with floodplain along the north. The eastern portion of the property is steep hillside in the Hillside Hilltop Overlay District (HHOD), south of the dead end of Mountain Ranch Boulevard. 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

Existing Zoning	Acres (approximate)
R-A, Residential Agricultural	5.52
RSF-2, Residential Single Family Two Units per Acre	9.79
RSF-4, Residential Single Family Four Units per Acre	52.25
NC, Neighborhood Conservation	33.93
CS, Community Services	0.22
TOTAL	102

Table 2
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Mountain Ranch Subdivision	RSF-4, Residential Single Family Four Units per Acre
South	Undeveloped; rural residential	CS, Community Services; NC, Neighborhood Conservation; R-A, Residential-Agricultural
East	Undeveloped wooded hillside	RSF-2, Residential Single Family Two Units per Acre
West	Undeveloped; rural residential; future Ruppel Road corridor	R-A, Residential-Agricultural; NC, Neighborhood Conservation; Community Services

DISCUSSION:

Request: The applicant requests to rezone the property as listed in *Table 3* and depicted in the attached rezoning exhibit. The applicant has indicated intention to develop the property with higher density and intensity closer to Ruppel Road (possibly including multi-family and non-residential use), and transitioning to lower density typical single family neighborhoods to the east across the flat pasture and larger lots up the hillside. The applicant indicated that the recent South Ruppel Road rezoning does not match up with their exact development plans for the area, and also that portions zoned R-A should be increased in some areas for additional conservation and decreased in other areas for more development.

Proposed zoning was amended at the Planning Commission meeting as noted

Table 3
Proposed Zoning

Proposed Zoning	Acres (approximate)
R-A, Residential Agricultural	11.81
RSF-4, Residential Single Family Four Units per Acre	57.74 46.81
NC, Neighborhood Conservation	20.28
CS, Community Services	11.88
TOTAL	102
RSF-2, Residential Single Family Two Units per Acre	10.93

Public Comment: Staff has not received public comment.

INFRASTRUCTURE:

- Streets:** The subject property will not have direct access to the newly constructed Ruppel Road (Principal Arterial). Additional streets will be necessary at the time of development. The area is also accessed by several street stub-outs from the Mountain Ranch neighborhood to the north.
- Water/Sewer:** Both water and sewer mains have been stubbed out of the developments to the north, but no public utilities currently exist on or near this area. It shall be the responsibility of the property owner to extend utilities as needed at the time of development.
- Drainage:** Any additional improvements or requirements for drainage will be determined at time of development. Portions of the subject parcels do lie within the 100-yr floodplain, and streamside protection areas. The Hillside/Hilltop Overlay District is present on the easternmost portion of the property.
- 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 with the South Ruppel Road corridor rezoning 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: <u>September 14, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>Chesser</u>			
Second: <u>Hoffman</u>			
Vote: <u>9-0-0</u>	<i>Note: Forwarded with a recommendation for approval.</i>		
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 **Rural Area** along the steep eastern portion of the property currently zoned RSF-2 and proposed to be zoned RSF-4. **Natural Area** designations are also

located along isolated floodplains. Almost the entire area is on the Enduring Green Network map because it is largely undeveloped and contains high environmental quality including remnant prairie habitat and steep slopes.

This area has been indicated on the FLUM to be developed at moderate to medium density for a number of years, except for the hillside areas that were anticipated for low density and minimal impacts to the hillside/hilltops. The applicant's proposal to rezone the area is generally consistent with the FLUM designation for preservation of riparian areas and development of increased density in other areas. However, the applicant's proposal to rezone approximately 9.79 acres of **Rural Area** from RSF-2 to RSF-4 conflicts with the adopted land use plan and council's original intent for low density development and reduced impact to these prominent hillsides.

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. 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 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. The applicant's proposal does not directly follow the Natural Area designation. However, the applicant indicated to staff that specific study by the engineer of record for the Ruppel Road corridor project (also the applicant) indicated that the current rezoning proposal more directly follows sensitive environmental areas located in the field than the Natural Area boundary that follows the FEMA floodplain maps.

- **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.
- **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

¹ Fayetteville Natural Heritage Association Environmental Working Group Map 2008-2009

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 guiding principles further outlined in City Plan 2030.

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 generally compatible with the surrounding residential properties to the north by proposing similar single family detached zoning and also expanding the R-A zoning along the northern property line for conservation of floodplain and riparian areas identified by the applicant in the field. The zoning would introduce 11.88 acres of CS zoning along the western portion of the site expanding the more intense development anticipated along Ruppel Road into the property then transitioning to lower density NC and RSF-4 districts further east on the property.

The proposal to rezone the RSF-2 property on the eastern is not consistent with the adjacent zoning and development patterns that are anticipated for low density and preservation of steep hillside/hilltop areas. *Staff recommends denial of this portion of the rezoning.*

With the exception of the proposal to remove the RSF-2 zoning, the rezoning is generally consistent with planning objectives, principles, and policies put forward in the City Plan 2030 and the FLUM. The concept for planned development of this area has been anticipated for many years. Higher density/intensity and form-based mixed use zoning allows a variety of land uses in one area. This allows development to reach the required threshold needed for public transit and non-residential goods and services within walking distance of residential neighborhoods, consistent with City Plan 2030.

While the rezoning of the R-A portion of the site does not exactly match the FLUM's designation of Natural Areas, the applicant proposes to shift the R-A areas more to the north netting an increase of 6.35 acres of R-A property intended for conservation and/or preservation of sensitive areas. The applicant's refinement of the zoning lines is expected given that the South Ruppel Road rezoning was completed by City staff at a large scale (642 acres) without information on specific development proposals or detailed field analysis.

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 development of this area (also see Finding No. 1). The City will be commencing construction of the Ruppel Road project in the next few months. The rezoning is needed because of the impending development pressure that will result from this project. A detailed review and modification

of the zoning of the applicant's property is appropriate given that the applicant has a specific development proposal that was not accurately accommodated in the recent rezoning of 642 acres also proposed by staff.

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

Finding: This rezoning will not substantially increase traffic on surrounding roads over the existing zoning. 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. The extension of approximately 11.88 acres of CS zoning without a direct connection to Ruppel Road will require additional connection points to the west that will be required at the time of development.

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 would increase population density over the existing zoning. 11.88 acres of the western portion of the property would change from R-A and NC to CS zoning. CS allows unlimited density and non-residential uses. However, development of this area has been anticipated and is being spurred by the City's development of the Ruppel Road project. The applicant's zoning change would not undesirably increase load on public services over the existing zoning. -

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
- Staff's request letter
- Rezoning exhibit
- 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)

161.06 District RSF-2, Residential Single-Family – Two Units Per Acre

(A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (one acre and over) and areas that have developed with smaller lot sizes (8,000 sq. ft.), and 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.*

(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	2
----------------	---

(F) *Bulk and area regulations.*

Lot width minimum	100 ft.
Lot area minimum	17,860 Sq. Ft.
Land area per dwelling unit	17,860 Sq. Ft.

(G) *Setback requirements.*

Front	Side	Rear
30 ft.	15 ft.	30 ft.

(H) *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).

(I) *Building area.* None.

(Code 1991, §160.045; 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. 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.
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Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development
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)

161.26 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)



124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

August 4, 2015

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

Attn: Development Services

Re: Mountain Ranch Rezoning

This letter is in regards to a proposed rezoning and the following required information:

- A. The current owner of this site is as follows: Striker Development, Inc
- B. Currently this property is zoned R-A, CS, RSF-2, RSF4, and NC. The reason for the requested rezoning is to re-align current zoning lines to fit more properly within the bounds of the development.
- C. The property to the north is RSF-4, on the east on top of the hill is RSF-2, to the west and south, there is Community Services, R-A, and NC. We feel that realigning the zonings within this property will be compatible with the surrounding zonings.
- D. Existing water and sewer are already at this site (8" Water and Sewer run along Powderhorn).
- E. We feel the requested zonings are in line with the goals of the City Plan 2030 for rezoning and development in the future to be consistent with the recent rezoning along Ruppel Road.
- F. This rezoning is needed at this time to aid in cleaning up the current zoning lines to allow this property to develop and coincides with the construction of Ruppel Road.
- G. This development will not adversely affect the existing or proposed streets in the area.
- H. The potential to increase the population density in this area as a result of this rezoning would aid in supplying a demand to existing commercial uses in the area and the proximity to the existing schools and Boys & Girls club further support this rezoning request.
- I. The current zoning lines do not follow a pattern which would lend itself to an efficient or proper alignment of lots within the proposed development.

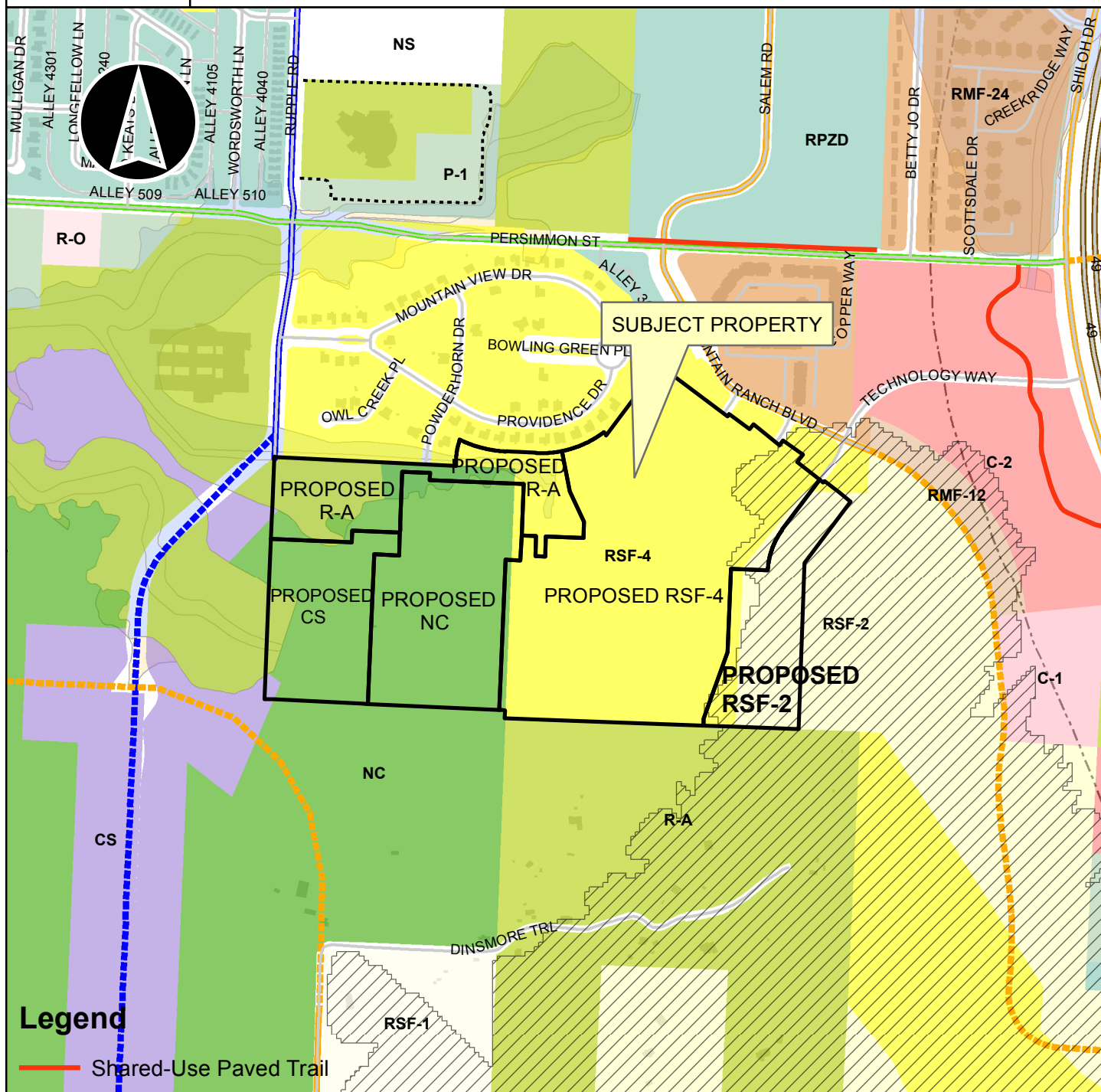
Sincerely;

Blake E. Jorgensen, P.E.

RZN15-5174

STRIKER DEVELOPMENT

Close Up View



Overview Neighborhood/Park Trail

Natural Surface Trail

RZN15-5174

Hillside-Hilltop Overlay District

Fayetteville City Limits

Footprints 2010

Zoning

Existing

Proposed

R-A

5.52 acres

11.81 acres

RSF-2

9.79 acres

10.93 acres

RSF-4

52.25 acres

47.24 acres

NC

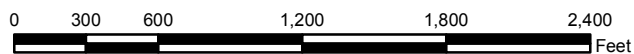
33.93 acres

19.84 acres

CS

0.22 acres

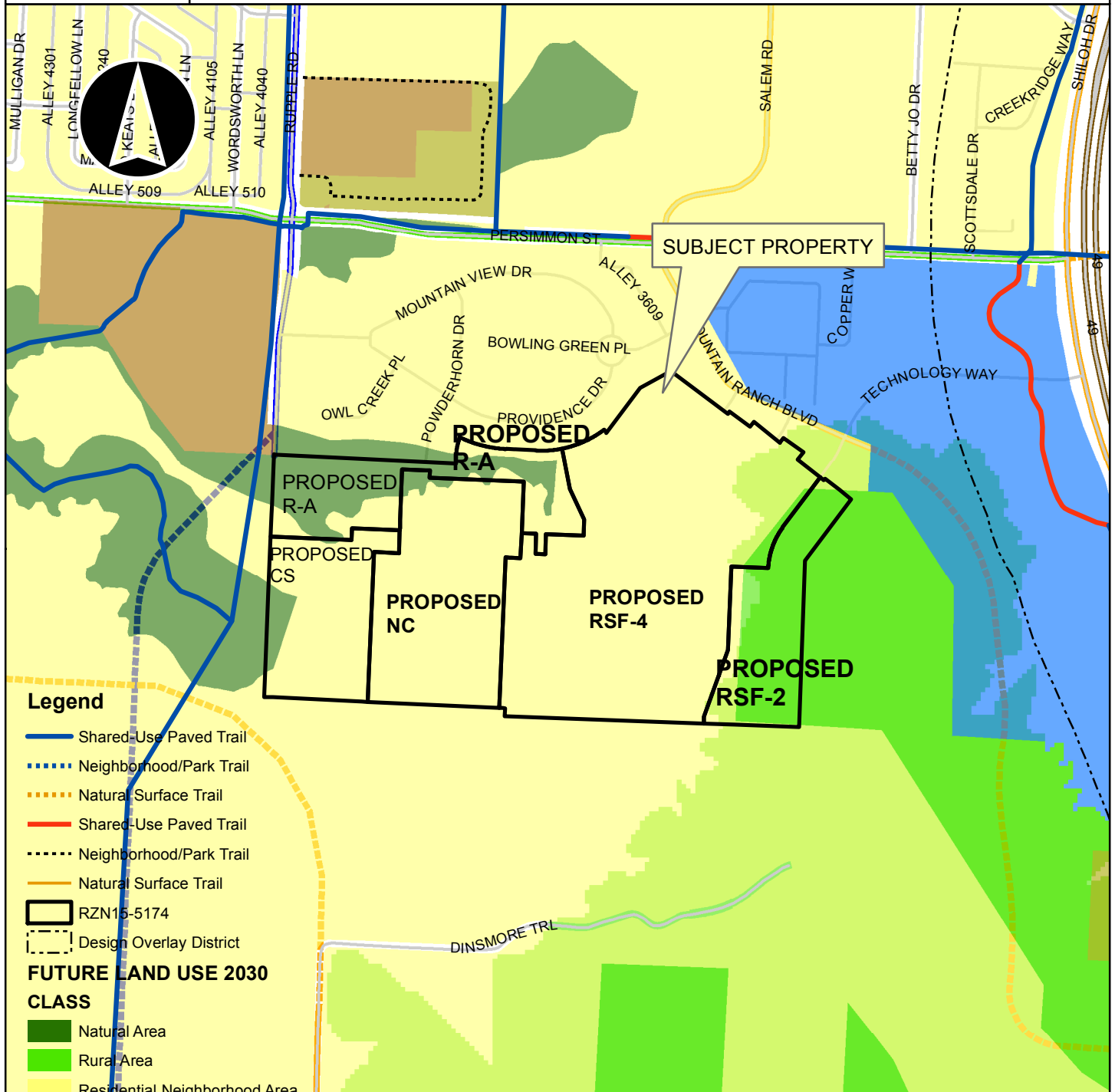
11.88 acres



RZN15-5174

STRIKER DEVELOPMENT

Future Land Use



- City Neighborhood Area
- Urban Center Area
- Industrial
- Complete Neighborhood Plan
- Civic and Private Open Space/Parks
- Civic Institutional
- Non-Municipal Government
- ROW

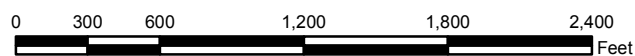
Zoning

R-A	Existing	5.52 acres
RSF-2	Existing	9.79 acres
RSF-4	Existing	52.25 acres
NC	Existing	33.93 acres
CS	Existing	0.22 acres

Existing

Proposed

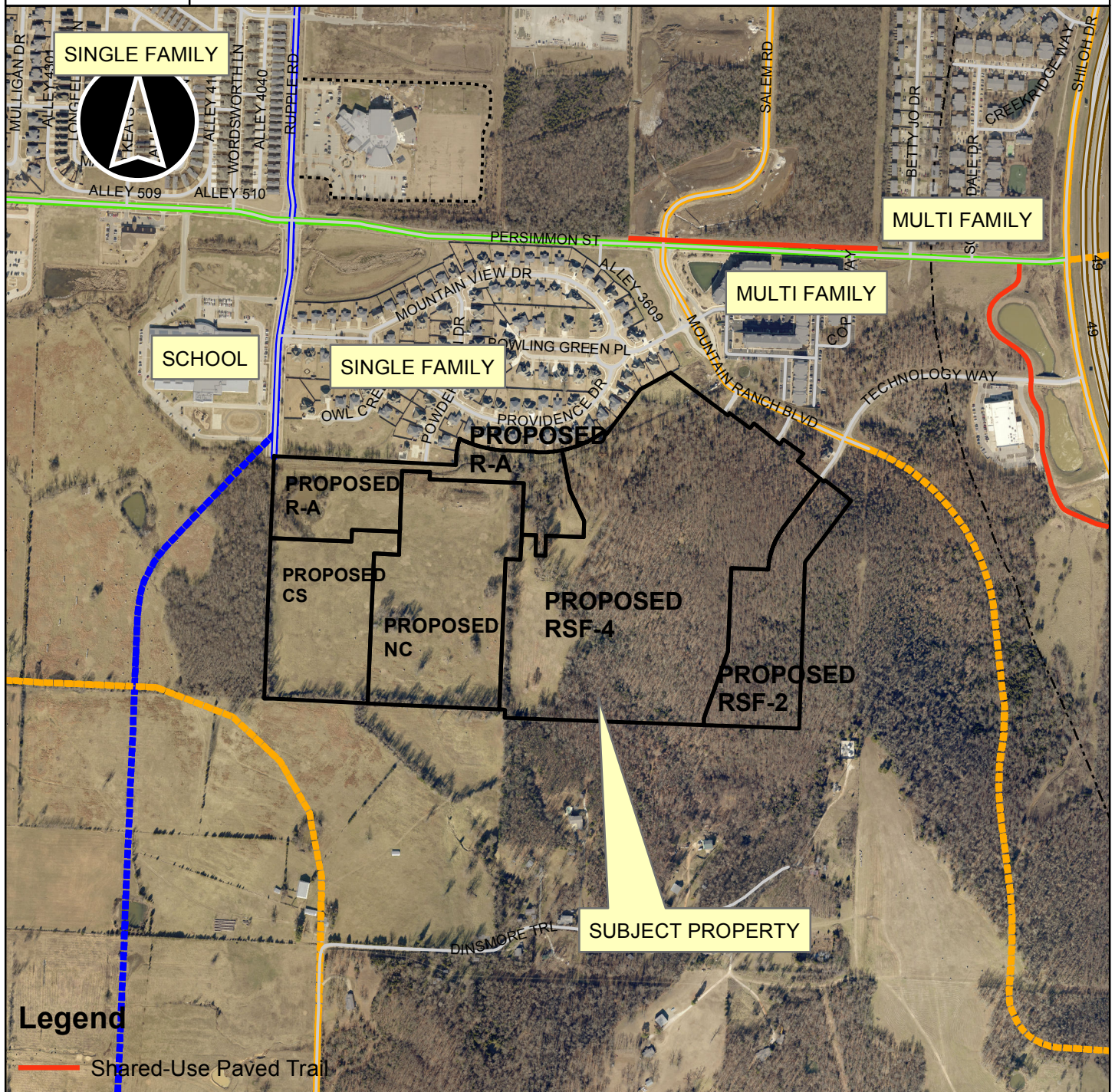
R-A	Proposed	11.81 acres
RSF-2	Proposed	10.93 acres
RSF-4	Proposed	47.24 acres
NC	Proposed	19.84 acres
CS	Proposed	11.88 acres



RZN15-5174

STRIKER DEVELOPMENT

Current Land Use



Overview Neighborhood/Park Trail

Natural Surface Trail

RZN15-5174

Fayetteville City Limits

Footprints 2010

Design Overlay District

Zoning

R-A

RSF-2

RSF-4

NC

CS

Existing

5.52 acres

9.79 acres

52.25 acres

33.93 acres

0.22 acres

Proposed

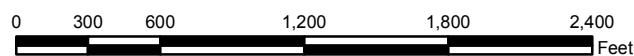
11.81 acres

10.93 acres

47.24 acres

19.84 acres

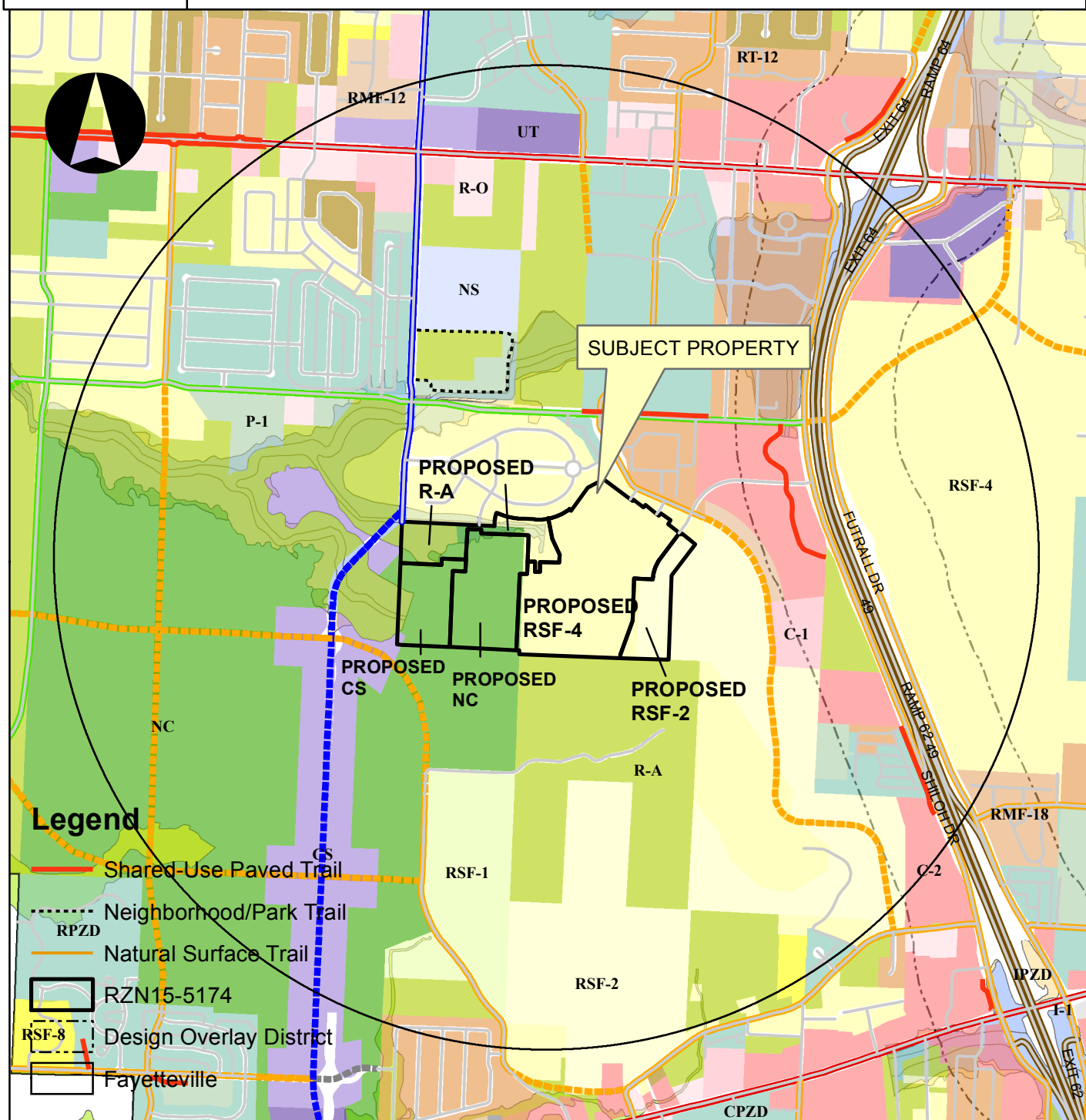
11.88 acres



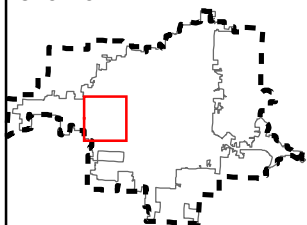
RZN15-5174

STRIKER DEVELOPMENT

One Mile View



Overview



Zoning	Existing	Proposed
R-A	5.52 acres	11.81 acres
RSF-2	9.79 acres	10.93 acres
RSF-4	52.25 acres	47.24 acres
NC	33.93 acres	19.84 acres
CS	0.22 acres	11.88 acres

0 0.25 0.5 1 Miles



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 55 of 695

Text File

File Number: 2015-0440

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 7

VAC 15-5087 (1005 E. ROCKWOOD TRAIL/ L & F CONSTRUCTION):

AN ORDINANCE TO APPROVE VAC 15-5087 SUBMITTED BY FRED PATRICK FOR PROPERTY LOCATED AT 1005 ROCKWOOD TRAIL TO VACATE AN ALLEY RIGHT OF WAY

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 right of way is 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 the alley right of way as described in Exhibit B attached hereto.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached hereto as Exhibit A shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval shall be subject to the condition that any costs associated with relocation of or damage to utilities and new easement dedication shall be at the expense of the owner or developer.

EXHIBIT 'A'
15-5087

Tentative Agenda
Page 556 of 695

VAC15-5087

Close Up View

L & F CONSTRUCTION



Overview

- VAC15-5087
- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Planning Area

0 37.5 75 150 225 300 Feet

EXHIBIT 'B'
15-5087

A 10' WIDE ALLEY TO BE VACATED LOCATED IN BLOCK 4 OF MOUNTAIN VIEW ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH MASTER STREET PLAN RIGHT-OF-WAY OF ROCKWOOD TRAIL WHICH IS S10°48'47"W 15.52' AND N89°55'56"E 104.98' FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 4 OF SAID SUBDIVISION AND RUNNING THENCE ALONG SAID SOUTH RIGHT-OF-WAY N89°55'56"E 10.00', THENCE S00° 14'46"E 84.41', THENCE S89°45'14"W 10.00', THENCE N00°14'46"W 84.44' TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

City of Fayetteville Staff Review Form

2015-0440

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

9/18/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 15-5087: Vacation (1005 E. ROCKWOOD TRAIL/L & F CONSTRUCTION, 447): Submitted by FRED PATRICK for property located at 1005 ROCKWOOD TRAIL. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.02 acres. The request is to vacate an alley right-of-way.

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 OCTOBER 6, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: September 18, 2015

SUBJECT: **VAC 15-5087: Vacation (1005 E. ROCKWOOD TRAIL/L & F CONSTRUCTION, 447):** Submitted by FRED PATRICK for property located at 1005 ROCKWOOD TRAIL. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.02 acres. The request is to vacate an alley right-of-way.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to vacate an existing alley right-of-way with the following condition:

- Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

BACKGROUND:

The property is located south of Rockwood Trail and contains a portion of alley platted between residential lots and apparently never used or built.

Proposal: The applicant proposes vacation of an unused portion of platted alleyway containing approximately 1,100 square feet.

DISCUSSION:

On September 14, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 7-0-1 on the consent agenda (Commissioner Hoskins recused).

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

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~September 14, 2015~~ **UPDATED 9-16-2015**

SUBJECT: **VAC 15-5087: Vacation (1005 ROCKWOOD TRAIL/L & F CONSTRUCTION, 447):** Submitted by FRED PATRICK for property located at 1005 ROCKWOOD TRAIL. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.33 acres. The request is to vacate an alley right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5087** with conditions of approval.

BACKGROUND:

The property is located south of Rockwood Trail and contains a portion of alley platted between residential lots and apparently never used or built.

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 Residential	RSF-4
South	Single-family Residential	RSF-4
East	Single-family Residential	RSF-4
West	Single-family Residential	RSF-4

Proposal: The applicant proposes vacation of an unused portion of platted alleyway containing approximately 1,100 square feet.

DISCUSSION:

Vacation Approval: The applicant has provided approvals of adjoining property owners and submitted the required vacation approvals from all applicable City utility departments, and franchise utilities with the following responses:

UTILITIES

RESPONSE

Cox Communications

No objections with conditions

AEP/SWEPCO

No objections

Source Gas	No objections
AT&T	No objections with conditions
Ozarks Electric	No objections

CITY OF FAYETTEVILLE

RESPONSE

Water/Sewer	No objections
Trash & Recycling	No objections
Transportation	No objections

Property Owners on Alley

1009 E. Rockwood Trl (Rowe)	No objections
1004 E. Rockwood Trl (Tarvin)	No objections
1026 E. Rebecca St. (Zimmerman)	No objections

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding VAC 15-5087 with the following conditions:

Conditions of Approval:

Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense

Planning Commission Action: ☐ Approved ☒ Forwarded ☐ Denied

Meeting Date: September 14, 2015

Motion: **CHESSE**

Second: **COOK**

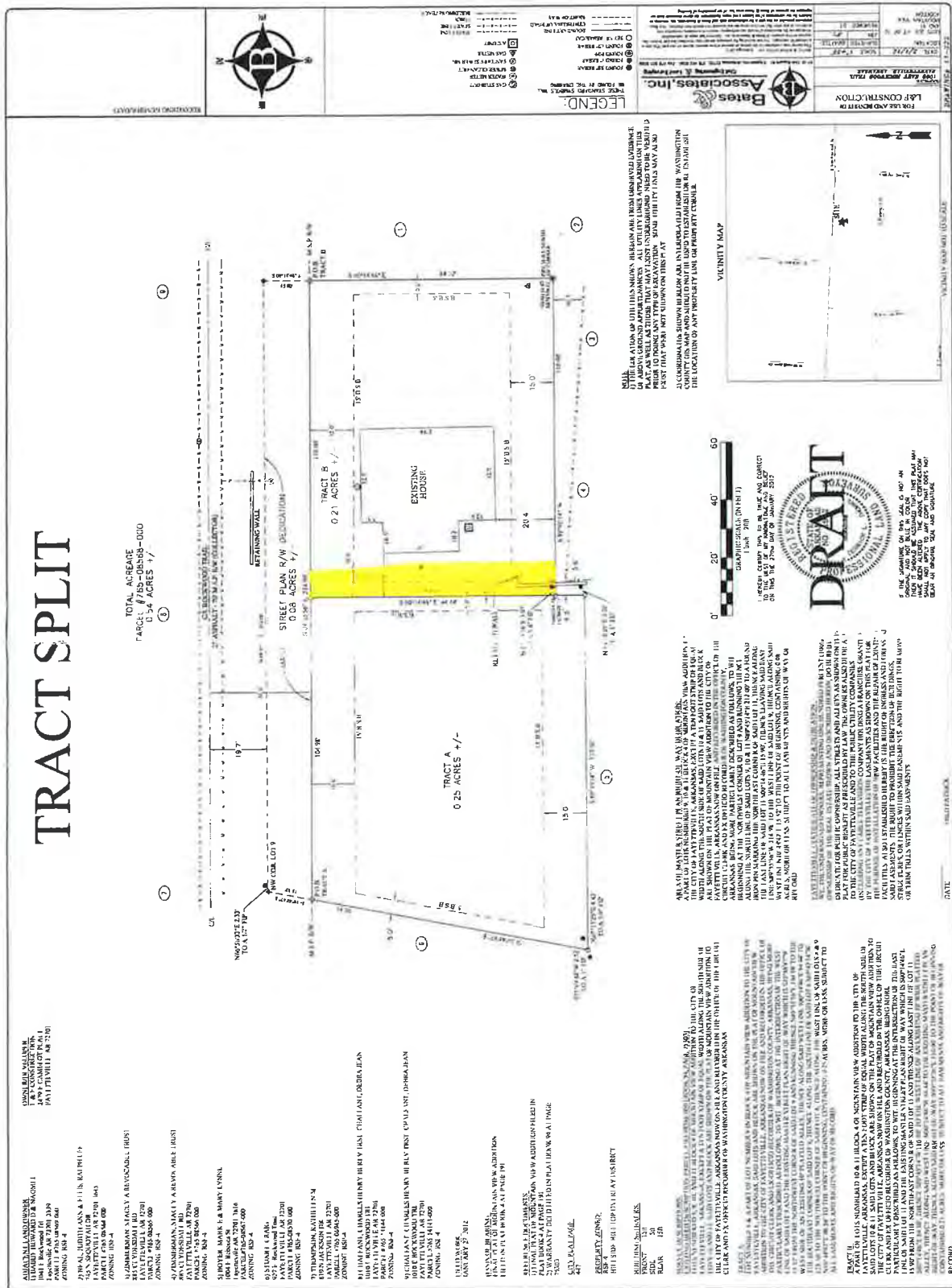
Vote: **7-0-1, HOSKINS RECUSED; ITEM PASSED ON CONSENT AGENDA**

BUDGET/STAFF IMPACT:

None.

Attachments:

- Petition to Vacate
- Adjacent landowners approval
- Utility Approvals
- Easement Vacation Exhibit
- One Mile Map
- Close Up Map



**PETITION TO VACATE AN ALLEY LOCATED IN LOTS 8,9,10, BLOCK 4, MOUNTAIN VIEW S/D,
CITY OF FAYETTEVILLE, ARKANSAS**

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

We, the undersigned, being all the owners of the real estate abutting the alley hereinafter sought to be abandoned and vacated, lying in lots 8, 9, 10, block 4, Mountain View Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an alley which is described as follows:

A 10' WIDE ALLEY TO BE VACATED LOCATED IN BLOCK 4 OF MOUNTAIN VIEW ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH MASTER STREET PLAN RIGHT-OF-WAY OF ROCKWOOD TRAIL WHICH IS S10°48'47"W 15.52' AND N89°55'56"E 104.98' FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 4 OF SAID SUBDIVISION AND RUNNING THENCE ALONG SAID SOUTH RIGHT-OF-WAY N89°55'56"E 10.00', THENCE S00°14'46"E 84.41', THENCE S89°45'14"W 10.00', THENCE N00°14'46"W 84.44' TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

That the abutting real estate affected by said abandonment of the alley are *lots 8, 9, 10, block 4, Mountain View Subdivision*, 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 alley.

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

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

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

X Dated this 13th day of April, 2015.

Fred PATNICK

Printed Name

[Signature]

Signature

W. Bayless Rowe

Printed Name

[Signature]

Signature

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 6-5-15

Address / location of vacation: Alley between 1005 and 1009 E Rockwood Trail

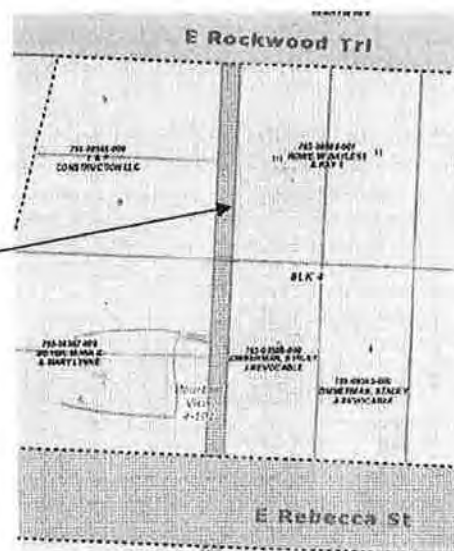
Adjacent property address: 1004 E Rebecca St., Lots 6 & 7 Block 4, Subdivision Mountain View

REQUESTED VACATION:

I have been notified of the petition to vacate the following alley described as follows:

Alleyway between 1005 Rockwood Trail (lots 8 & 9, block 4, Mountain View Subdivision) and 1009 Rockwood Trail (lot 10, block 4, Mountain View Subdivision)

Alleyway



ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

Alley Vacation
Project Name

Mark Boyer / Stacy Zimmerman
Name of Adjacent Property Owner (printed)

Stacy Zimmerman
Signature of Adjacent Property Owner

Fred Patrick
Applicant Name

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 6-5-15

Address / location of vacation: Alley between 1005 and 1009 E Rockwood Trail

Adjacent property address: 1004 E Rebecca St., Lots 6 & 7 Block 4, Subdivision Mountain View

REQUESTED VACATION:

I have been notified of the petition to vacate the following alley described as follows:

Alleyway between 1005 Rockwood Trail (lots 8 & 9, block 4, Mountain View Subdivision) and 1009 Rockwood Trail (lot 10, block 4, Mountain View Subdivision)

Alleyway



ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

Alley Vacation
Project Name

~~Mark Boyer~~ / Andrew Tarkenton
Name of Adjacent Property Owner (printed)

[Signature]
Signature of Adjacent Property Owner

Fred Patrick
Applicant Name

UTILITY APPROVAL FORM

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

DATE: 4/24/15

UTILITY COMPANY: AEP/ SWEP CO

APPLICANT NAME: Fred PATRICK APPLICANT PHONE: 479-466-3352

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 1005 Rockwood Trail
Fayetteville AR

- ☐ (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 Bayne
Signature of Utility Company Representative

Distribution Engineer
Title

UTILITY APPROVAL FORM

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

DATE: 4/24/15

UTILITY COMPANY: AT&T

APPLICANT NAME: Fred PATRICK APPLICANT PHONE: 479-466-3352

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:

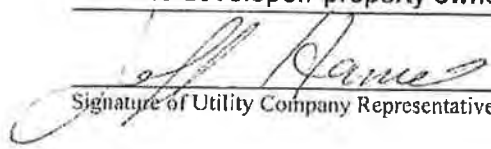
General location / Address 1005 Rockwood Trail
Fayetteville AR

- ☐ (*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 require relocation will be the responsibility
of the developer/ property owner.


Signature of Utility Company Representative

MGR OSP Plng & Engrg Design

Title

(19 unread) - fredflyman@sbcglobal.net - att.net Mail

Page 1 of 1

Compose

Inbox (19)
Drafts (26)
Sent
Spam (2363)
Trash
Smart Views
Unread
Starred
People
Social
Travel
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Finance

Folders
2500 Char
306 ME J
614 Store
AOL Mail
Capital Or
City Invoic
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UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS



DATE: 5/13/15
UTILITY COMPANY: COX COMMUNICATIONS
APPLICANT NAME: FRANK PATRICK APPLICANT PHONE: 466

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

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

Now

General location / Address _____

☒ (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 r (State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:
Any damage to or relocation of our existing facilities will be at the owners/developer

Signature of Utility Company Representative

CONSTRUCTION MANAGER
Title

UTILITY APPROVAL FORM

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

DATE: 4/24/15

UTILITY COMPANY: Source Gas

APPLICANT NAME: Fred PATRICK APPLICANT PHONE: 479-466-3352

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 1005 Rockwood Trail
Fayetteville AR

- ☐ (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:

Brian A. D. ft
Signature of Utility Company Representative
Supervisor - Division Operations
Title

December 2014
Page 5

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Rockwood Trail-signed.pdf Download 1 of 2 Search Mail Search Web Home Fred

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

DATE: 5/13/15
UTILITY COMPANY: Starks Electric
APPLICANT NAME: Fred PATRICK APPLICANT PHONE: 46

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 by:

General location / Address 1005 Rockwood Trail

☒ (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 met (State the location, dimensions, and purpose below.)
☐ No objections provided the following conditions are met:

Greg McGee
Signature of Utility Company Representative

Lead Staking Tech
Title

SEE MORE
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UTILITY APPROVAL FORM

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

DATE: 4/24/15

UTILITY COMPANY: City of Fayetteville / Recycling & Trash

APPLICANT NAME: Fred PATRICK APPLICANT PHONE: 479-466-3352

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:

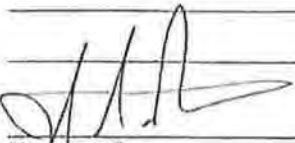
General location / Address 1005 Rockwood Trail
Fayetteville, AR

- ☐ (*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 of Utility Company Representative

Senior Commercial Sales Rep

Title

December 2014
Page 5

COPY

UTILITY APPROVAL FORM

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

DATE: 5/13/15
UTILITY COMPANY: City of Fayetteville Transportation
APPLICANT NAME: Fred Patrick APPLICANT PHONE: 479-466-3352

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 1005 Rockwood Trail
Fayetteville, AR

- ☐ (*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:

Terry D. Gully
Signature of Utility Company Representative

Transportation Director
Title

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UTILITY APPROVAL FORM

FOR MUNICIPALITY, AGENCY, AND
 UTILITY BASINMENT VACATIONS

DATE: 5/13/15

UTILITY COMPANY: FAUQUEN 716 WATER & SEWER

APPLICANT NAME: Fred O'Donnell PHONE: 466-3352

REQUESTED VACATION (approximate date and all other work):

Utility Purpose:

☐ Rehabilitation the City of Fayetteville water and all utility system located within the vacated right-of-way.

☒ Other:

☐ Street Light Upgrade

Project Description: 100.5 Rockwood TOWN

☐ PROJECT Description and location information of utility is being reviewed and approved.

UTILITY COMPANY COMMENTS:

☒ No objection to the proposed utility work and the following conditions are noted:

☐ No objection to the proposed utility work and the following conditions are noted:

☐ No objection to the proposed utility work and the following conditions are noted:

[Signature]
 Signature of Utility Company Representative

UTILITIES DIRECTOR CITY OF FAYETTEVILLE

SEE MORE

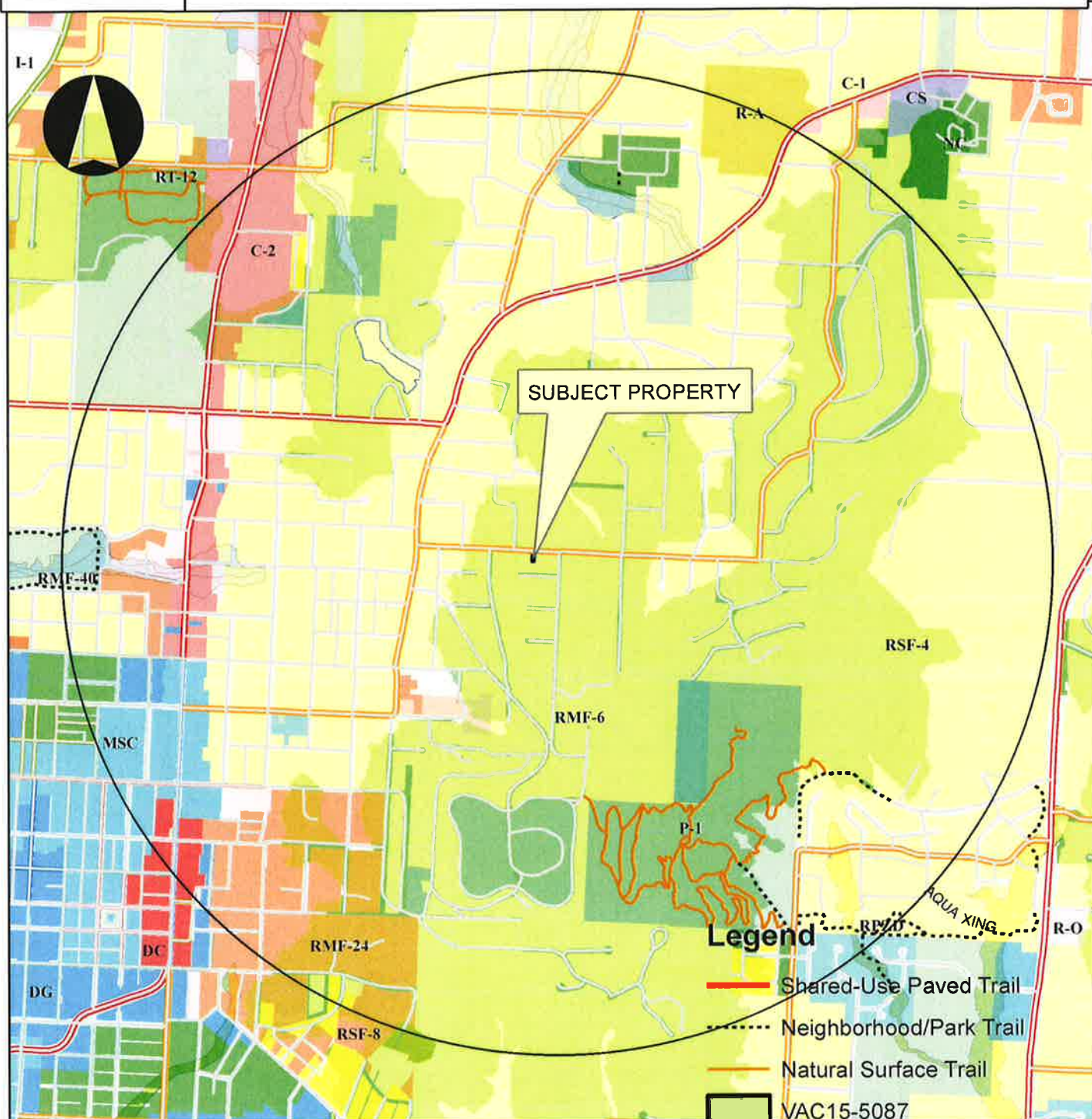
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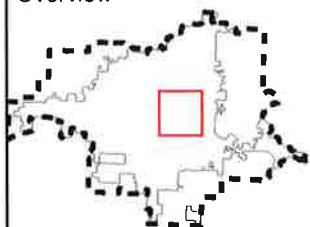
VAC15-5087

L & F CONSTRUCTION

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

VAC15-5087

L & F CONSTRUCTION

Close Up View



JACKSON DR

SUBJECT PROPERTY

ROCKWOOD TRL

RSF-4

SEQUOYAH DR

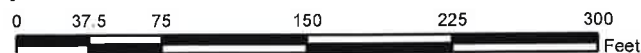
REBECCA ST

Legend

- Shared-Use Paved Trail
- - - - - Neighborhood/Park Trail

— Natural Surface Trail

- VAC15-5087
- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- - - - - Planning Area





City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 67 of 695

Text File

File Number: 2015-0437

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 8

VAC 15-5157 (688 N. WHITHAM AVE./1ST WESTERN BANK):

AN ORDINANCE TO APPROVE VAC 15-5157 SUBMITTED BY GENE BUESCHER FOR PROPERTY LOCATED AT 688 WHITHAM AVENUE TO VACATE AN ALLEY RIGHT OF WAY

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 alley right of way is 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 the alley right of way as described in Exhibit "B" attached hereto.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached hereto as Exhibit "A" shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval is subject to the following conditions:

1. Any portion of the existing alley that contains utilities shall be dedicated as a utility easement, pursuant to the requirements of AEP/SWEPCO, Source Gas and the City of Fayetteville. The vacation is not in force until an easement is dedicated, or the utilities are relocated.
2. New utility easements for any existing utility lines outside of the subject alley are not required to be dedicated at this time.
3. Any costs associated with relocation of or damage to utilities and new easement dedication shall be at the expense of the owner or developer.

EXHIBIT 'A'

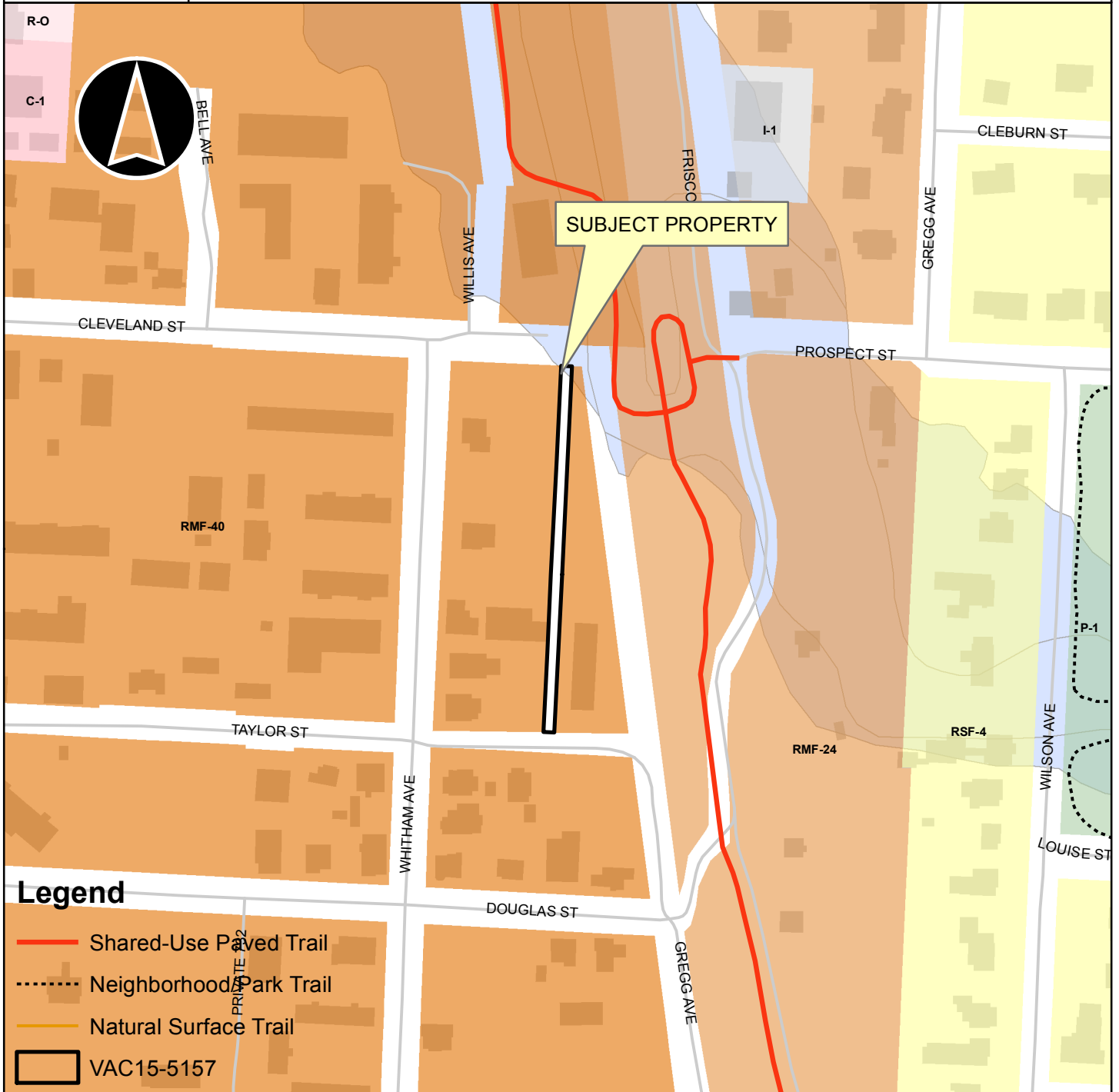
15-5157

Tentative Agenda
Page 578 of 695

VAC15-5157

1ST WESTERN BANK

Close Up View



Legend

- Shared-Use Paved Trail
- - - Neighborhood Park Trail
- Natural Surface Trail
- VAC15-5157

Overview

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

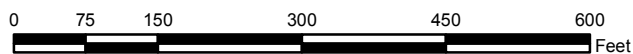


EXHIBIT 'B'
15-5157

LOTS 9, 10, 11, 12, & 16 , BLOCK 5, ARCHAIS-BUSHNELL ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 4, PAGE 10 PER PLAT RECORDS AT THE WASHINGTON COUNTY CIRCUIT CLERK'S OFFICE, ALSO THE CLOSED ALLEY BETWEEN LOTS 16 AND LOTS 9, 10, 11, & 12 AND HALF OF CLOSED LORETTA STREET ABUTTING LOTS 9 & 16 ON THE SOUTH, ALL BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 12, THENCE S 87°25'58"E 175.00 FEET ALONG THE SOUTH RIGHT-OF-WAY OF CLEVELAND STREET, THENCE S 7°51'49"E 287.37 FEET TO A FOUND IRON PIN, THENCE N 87°08'26"W 228.28 FEET COMMON WITH TREESTEE'S WARRANTY DEED 2013, PAGE 17771 TO A SET IRON PIN, THENCE N 2°49'21"E 281.41 FEET ALONG THE EAST RIGHT-OF-WAY OF WHITHAM AVENUE TO THE POINT OF BEGINNING, CONTAINING 1.31 ACRES, AND SUBJECT TO EASEMENTS OF RECORD OR FACT.

City of Fayetteville Staff Review Form

2015-0437

Legistar File ID

10/6/2015

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

Jeremy Pate 

9/18/2015

City Planning /
Development Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

VAC 15-5157: Vacation (688 N. WHITHAM AVE./1ST WESTERN BANK, 444): Submitted by GENE BUESCHER for properties located at 688 WHITHAM AVE. The properties are zoned RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE and contain approximately 0.08 acres. The request is to vacate an alley right-of-way.

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 OCTOBER 6, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: September 16, 2015

SUBJECT: **VAC 15-5157: Vacation (688 N. WHITHAM AVE./1ST WESTERN BANK, 444):** Submitted by GENE BUESCHER for properties located at 688 WHITHAM AVE. The properties are zoned RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE and contain approximately 0.08 acres. The request is to vacate an alley right-of-way.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to vacate an existing alley right-of-way, subject to the following conditions of approval:

1. Any portion of the existing alley that contains utilities shall be dedicated as a utility easement, pursuant to the requirements of AEP/SWEPCO, Source Gas and the City of Fayetteville. The vacation is not in force until an easement is dedicated, or the utilities are relocated.
2. New utility easements for any existing utility lines outside of the subject alley are not required to be dedicated at this time.

BACKGROUND:

The subject alley is located behind several residential lots on Whitham Avenue, between Cleveland Street and Taylor Street. The alley, as well as several public streets, were platted in 1893 in the Archias-Bushnell Addition, but were never constructed. Most of these rights-of-way have already been vacated.

The applicant proposes to vacate the existing alley between Lots 6-12 on the west and Lots 15 and 16 on the east. The alley was never constructed and is not being used to access any adjacent property. The applicant has mailed letters to all property owners directly adjacent to the subject alley. All adjacent owners have agreed to the alley vacation.

DISCUSSION:

On September 14, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 7-0-1 on the consent agenda (Commissioner Hoskins recused).

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

THRU: Andrew Garner, Planning Director

FROM: Jesse Fulcher, Senior Planner

MEETING DATE: ~~September 14, 2015~~ September 16, 2015

SUBJECT: **VAC 15-5157: Vacation (688 N. WHITHAM AVE./1ST WESTERN BANK, 444):** Submitted by GENE BUESCHER for properties located at 688 WHITHAM AVE. The properties are zoned RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE and contains approximately 0.08 acres. The request is to vacate an alley right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5157** with conditions of approval.

BACKGROUND:

The subject alley is located behind several residential lots on Whitham Avenue, between Cleveland Street and Taylor Street. The alley, as well as several public streets, were platted in 1893 in the Archias-Bushnell Addition, but were never constructed. Most of these rights-of-way have already been vacated. Surrounding land use is listed in Table 1.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Multi-family Residential	RMF-40
South	Single-family Residential	RMF-40
East	Multi-family Residential	RMF-40
West	Multi-family Residential	RMF-40

Proposal: The applicant proposes to vacate the existing alley between Lots 6-12 on the west and Lots 15 and 16 on the east. The alley was never constructed and is not being used to access any adjacent property.

DISCUSSION:

Adjacent Property Owners: The applicant has mailed letters to all property owners directly adjacent to the subject alley. All adjacent owners have agreed to the alley vacation.

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with the following responses:

UTILITIES

Cox Communications

RESPONSE

No objections with conditions

AEP/SWEPCO

Dedicate a new easement over the existing power line.

Source Gas

Dedicate a new easement over the existing gas line.

AT&T

No objections

Ozarks Electric

No objections

CITY OF FAYETTEVILLE

RESPONSE

Water/Sewer

Dedicate a new easement over the existing sewer line.

Transportation

No objections

Solid Waste

No objections

RECOMMENDATION: Staff recommends forwarding VAC 15-5157 with the following conditions:

Conditions of Approval:

1. Any portion of the existing alley that contains utilities shall be dedicated as a utility easement, pursuant to the requirements of AEP/SWEPCO, Source Gas and the City of Fayetteville. The vacation is not in force until an easement is dedicated, or the utilities are relocated.
2. New utility easements for any existing utility lines outside of the subject alley are not required to be dedicated at this time.

Planning Commission Action:

☐ Approved

☒ Forwarded

☐ Denied

Meeting Date: September 14, 2015

Motion: Chesser

Second: Cook

Vote: 7-0-1 (Hoskins recused)

BUDGET/STAFF IMPACT:

None.

Attachments:

- Cover Letter
- Petition to Vacate
- Adjacent Property Owner Approvals
- Utility Approvals
- Easement Vacation Exhibit
- One Mile Map
- Close Up Map

PETITION TO VACATE AN ALLEY LOCATED IN BLOCKS 4 AND 5 OF ARCHIAS-BUSHNELL ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

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

We, the undersigned, being the owners of the real estate abutting the alley hereinafter sought to be abandoned and vacated, lying in Archias-Bushnell Addition to the City of Fayetteville, Arkansas, petition to vacate said alley, which is described as follows:

That alley which lies between Lots 6,7,8,9,10,11 & 12 on the west and Lots 15 & 16 on the east, all in Blocks 4 & 5 of Archias-Bushnell Addition to the City of Fayetteville, Arkansas as shown in Plat Book 4, Page 10 in the Washington County Circuit Clerk's office.

That the abutting real estate affected by said abandonment of the alley are Lots 6,7,8,9,10,11,12,15 & 16 in Blocks 4 & 5 of Archias-Bushnell Addition to the City of Fayetteville, Arkansas. Said alley has not been used for traffic for many years and perhaps never used. The public interest and welfare would not be adversely affected by the abandonment of the alley that is described above.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described alley, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law. The petitioners further pray the above described real estate encompassed by the alley be vested in the abutting property owners as provided by law.

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

Dated this 29th day of May, 2015.

First Western Bank

Printed Name

X *Shirley Manning, President*

Signature

GENE BUESCHER - SURVEYOR FOR 1ST WESTERN BANK

Printed Name

Gene E. Buescher

Signature

Printed Name

Signature

ADJACENT PROPERTY OWNERS NOTIFICATION FORM
FOR ALLEY VACATION REQUESTS

Date: 5/29/15

Address/Location of vacation: The alley that is platted between Taylor and Cleveland streets and 150 feet east of Whitham Avenue in Fayetteville, Arkansas.

Adjacent property address: 638 & 688 N. Whitham Avenue, Fayetteville, AR

South of Lot 15 - Block 4 Archias-Bushnell Addition to Fayetteville

REQUESTED VACATION:

I have been notified of the petitions to vacate the following alley, described as follows:

That portion of land that lies between Lots 6,7,8,9,10,11 on the west and Lots 15 and 16 on the east, all in Blocks 4 & 5 of the Archias-Bushnell Addition to the City of Fayetteville, Washington County, Arkansas as shown in Plat record book 4, page 10 on file in the Washington County Circuit Clerk's office, being more particularly described as follows: Beginning at the NE corner of said Lot 12, thence S 87°26'58" E 15.00 feet along the south right-of-way of Cleveland Street, thence S 2°46'48" W 496.28 feet along the west lines of said Lots 15 & 16, thence along the north right-of-way of Taylor Street N 89°26'15" W 15.01 feet, thence N 2°46'48" E 496.81 feet along the east line of said Lots 6 thru 12 to the Point of Beginning.

ADJACENT PROPERTY OWNERS COMMENTS:

 I have been notified of the requested vacation and decline to comment.

✓ I do not object to the vacation described above.

 I do object to the requested vacation described above because:

Project Name: Alley vacation between Taylor and Cleveland Streets

Name of Adjacent Property Owner (printed) First Western Bank

Signature of Adjacent Property Owner X Alvin Brambling, President

Applicant Name: Gene Buescher, Surveyor for 1st Western Bank, gene.survey1@att.net
phone 479-750-1608 Return form to: Survey 1, Inc, 2620 Melody Lane, Springdale, AR 72762

ADJACENT PROPERTY OWNERS NOTIFICATION FORM
FOR ALLEY VACATION REQUESTS

Date: June 16, 2015

Address/Location of vacation: The alley that is platted between Taylor and Cleveland streets and 150 feet east of Whitham Avenue in Fayetteville, Arkansas.

Adjacent property address: 610 & 628 N. Whitham Avenue, Fayetteville, AR

South of Lot 15 - Block 4 Archias-Bushnell Addition to Fayetteville

REQUESTED VACATION:

I have been notified of the petitions to vacate the following alley, described as follows:

That portion of land that lies between Lots 6,7,8,9,10,11 on the west and Lots 15 and 16 on the east, all in Blocks 4 & 5 of the Archias-Bushnell Addition to the City of Fayetteville, Washington County, Arkansas as shown in Plat record book 4, page 10 on file in the Washington County Circuit Clerk's office, being more particularly described as follows:
Beginning at the NE corner of said Lot 12, thence S 87°26'58" E 15.00 feet along the south right-of-way of Cleveland Street, thence S 2°46'48" W 496.28 feet along the west lines of said Lots 15 & 16, thence along the north right-of-way of Taylor Street N 89°26'15" W 15.01 feet, thence N 2°46'48" E 496.81 feet along the east line of said Lots 6 thru 12 to the Point of Beginning.

ADJACENT PROPERTY OWNERS COMMENTS:

_____ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above. *per email from Jesse Fulcher dated 6/11/15 that 7 1/2 feet of alley will be added to my property*

_____ I do object to the requested vacation described above because:

Project Name: Alley vacation between Taylor and Cleveland Streets

Name of Adjacent Property Owner (printed) SHIRLEY JOHANSON

Signature of Adjacent Property Owner Shirley Johanson

Applicant Name: Gene Buescher, Surveyor for 1st Western Bank, gene.survey1@att.net
phone 479-750-1608 Return form to: Survey 1, Inc, 2620 Melody Lane, Springdale, AR 72762

ADJACENT PROPERTY OWNERS NOTIFICATION FORM

FOR ALLEY VACATION REQUESTS

Date: 6/15

Address/Location of vacation: The alley that is platted between Taylor and Cleveland streets and 150 feet east of Whitham Avenue in Fayetteville, Arkansas.

Adjacent property address: 662 Taylor Street, Fayetteville, AR

Lot 15 - Block 4 Archias-Bushnell Addition to Fayetteville

REQUESTED VACATION:

I have been notified of the petitions to vacate the following alley, described as follows:

That portion of land that lies between Lots 6,7,8,9,10,11 on the west and Lots 15 and 16 on the east, all in Blocks 4 & 5 of the Archias-Bushnell Addition to the City of Fayetteville, Washington County, Arkansas as shown in Plat record book 4, page 10 on file in the Washington County Circuit Clerk's office, being more particularly described as follows: Beginning at the NE corner of said Lot 12, thence S 87°26'58" E 15.00 feet along the south right-of-way of Cleveland Street, thence S 2°46'48" W 496.28 feet along the west lines of said Lots 15 & 16, thence along the north right-of-way of Taylor Street N 89°26'15" W 15.01 feet, thence N 2°46'48" E 496.81 feet along the east line of said Lots 6 thru 12 to the Point of Beginning.

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation described above because:

Project Name: Alley vacation between Taylor and Cleveland Streets

Name of Adjacent Property Owner (printed) DONALD ROLLER WILSON

Signature of Adjacent Property Owner Donald Roller Wilson

Applicant Name: Gene Buescher, Surveyor for 1st Western Bank, gene.survey1@att.net
phone 479-750-1608

ADJACENT PROPERTY OWNERS NOTIFICATION FORM
FOR ALLEY VACATION REQUESTS

Date: _____

Address/Location of vacation: The alley that is platted between Taylor and Cleveland streets and 150 feet east of Whitham Avenue in Fayetteville, Arkansas.

Adjacent property address: 614 W. Cleveland St., Fayetteville, AR

South of Lot 15 - Block 4 Archias-Bushnell Addition to Fayetteville

REQUESTED VACATION:

I have been notified of the petitions to vacate the following alley, described as follows:

That portion of land that lies between Lots 6,7,8,9,10,11 on the west and Lots 15 and 16 on the east, all in Blocks 4 & 5 of the Archias-Bushnell Addition to the City of Fayetteville, Washington County, Arkansas as shown in Plat record book 4, page 10 on file in the Washington County Circuit Clerk's office, being more particularly described as follows: Beginning at the NE corner of said Lot 12, thence S 87°26'58" E 15.00 feet along the south right-of-way of Cleveland Street, thence S 2°46'48" W 496.28 feet along the west lines of said Lots 15 & 16, thence along the north right-of-way of Taylor Street N 89°26'15" W 15.01 feet, thence N 2°46'48" E 496.81 feet along the east line of said Lots 6 thru 12 to the Point of Beginning.

ADJACENT PROPERTY OWNERS COMMENTS:

_____ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

_____ I do object to the requested vacation described above because:

Project Name: Alley vacation between Taylor and Cleveland Streets

Name of Adjacent Property Owner (printed) Marsha Hinson

Signature of Adjacent Property Owner Marsha Hinson

Applicant Name: Gene Buescher, Surveyor for 1st Western Bank, gene.survey1@att.net
phone 479-750-1608 Return form to: Survey 1, Inc, 2620 Melody Lane, Springdale, AR 72762

ADJACENT PROPERTY OWNERS NOTIFICATION FORM
FOR ALLEY VACATION REQUESTS

Date: 7/22/15

Address/Location of vacation: The alley that is platted between Taylor and Cleveland streets and 150 feet east of Whitham Avenue in Fayetteville, Arkansas.

Adjacent property address: 614 W. Cleveland St., Fayetteville, AR

South of Lot 15 - Block 4 Archias-Bushnell Addition to Fayetteville

REQUESTED VACATION:

I have been notified of the petitions to vacate the following alley, described as follows:

That portion of land that lies between Lots 6,7,8,9,10,11 on the west and Lots 15 and 16 on the east, all in Blocks 4 & 5 of the Archias-Bushnell Addition to the City of Fayetteville, Washington County, Arkansas as shown in Plat record book 4, page 10 on file in the Washington County Circuit Clerk's office, being more particularly described as follows:
Beginning at the NE corner of said Lot 12, thence S 87°26'58" E 15.00 feet along the south right-of-way of Cleveland Street, thence S 2°46'48" W 496.28 feet along the west lines of said Lots 15 & 16, thence along the north right-of-way of Taylor Street N 89°26'15" W 15.01 feet, thence N 2°46'48" E 496.81 feet along the east line of said Lots 6 thru 12 to the Point of Beginning.

ADJACENT PROPERTY OWNERS COMMENTS:

 I have been notified of the requested vacation and decline to comment.

 I *do not object* to the vacation described above.

 I *do object* to the requested vacation described above because:

Project Name: Alley vacation between Taylor and Cleveland Streets

Name of Adjacent Property Owner (printed) MARK R PRYOR

Signature of Adjacent Property Owner Mark R Pryor

Applicant Name: Gene Buescher, Surveyor for 1st Western Bank, gene.survey1@att.net
phone 479-750-1608 Return form to: Survey 1, Inc, 2620 Melody Lane, Springdale, AR 72762

ADJACENT PROPERTY OWNERS NOTIFICATION FORM
FOR ALLEY VACATION REQUESTS

Date: Burlingame Investments owners

Address/Location of vacation: The alley that is platted between Taylor and Cleveland streets and 150 feet east of Whitham Avenue in Fayetteville, Arkansas.

Adjacent property address: 614 W. Cleveland St., Fayetteville, AR

South of Lot 15 - Block 4 Archias-Bushnell Addition to Fayetteville

REQUESTED VACATION:

I have been notified of the petitions to vacate the following alley, described as follows:

That portion of land that lies between Lots 6,7,8,9,10,11 on the west and Lots 15 and 16 on the east, all in Blocks 4 & 5 of the Archias-Bushnell Addition to the City of Fayetteville, Washington County, Arkansas as shown in Plat record book 4, page 10 on file in the Washington County Circuit Clerk's office, being more particularly described as follows:
Beginning at the NE corner of said Lot 12, thence S 87°26'58" E 15.00 feet along the south right-of-way of Cleveland Street, thence S 2°46'48" W 496.28 feet along the west lines of said Lots 15 & 16, thence along the north right-of-way of Taylor Street N 89°26'15" W 15.01 feet, thence N 2°46'48" E 496.81 feet along the east line of said Lots 6 thru 12 to the Point of Beginning.

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation described above because:

Project Name: Alley vacation between Taylor and Cleveland Streets

Name of Adjacent Property Owner (printed)

C. Lowry Barnes / Tanya Barnes

Signature of Adjacent Property Owner

C. Lowry Barnes / Tanya Barnes

Applicant Name: Gene Buescher, Surveyor for 1st Western Bank, gene.survey1@att.net

phone 479-750-1608 Return form to: Survey 1, Inc, 2620 Melody Lane, Springdale, AR 72762

*owners of
Burlingame Investments*

UTILITY APPROVAL

FOR ALLEY VACATION

Date: 7-20-15

Utility Company Swepco

Applicant Name - Gene Buescher Applicant Phone - 479-750-1608
Surveyor for First Western Bank

I have been notified of the petition to vacate the following alley described as follows:
The alley that lies between Lots 6,7,8,9,10,11 & 12 on the west and Lots 15 & 16 on the east, all in
Blocks 4 & 5 of Archias-Bushnell Addition to the City of Fayetteville, Arkansas. (Plat is attached)

UTILITY COMPANY COMMENTS:

☐ No objection to the vacation described above, and no comments

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

*Obtain utility easement as shown (highlighted section)
on attached survey.*

☐ No objections provided the following conditions are met:

Tracy D.
Signature of Company Representative

DISTRIBUTION Engineer
Title

UTILITY APPROVAL

FOR ALLEY VACATION

Date: 29 MAY 2015

Utility Company FAYETTEVILLE WATER & SEWER

Applicant Name - Gene Buescher Applicant Phone - 479-750-1608
Surveyor for First Western Bank

I have been notified of the petition to vacate the following alley described as follows:
The alley that lies between Lots 6,7,8,9,10,11 & 12 on the west and Lots 15 & 16 on the east, all in
Blocks 4 & 5 of Archias-Bushnell Addition to the City of Fayetteville, Arkansas. (Plat is attached)

UTILITY COMPANY COMMENTS:

 No objection to the vacation described above, and no comments

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

Sewer line easement must be platted and approved to accommodate the existing sewer line. The sewer line
crosses the alley and Block 5 of Archias-Bushnell Addition.
Easement width should be 25 feet in width and centered on the sewer line.

 No objections provided the following conditions are met:



Signature of Company Representative

DIR. OF UTILITIES

Title

UTILITY APPROVAL

FOR ALLEY VACATION

Date: 5/28/2015

Utility Company SourceGas

Applicant Name - Gene Buescher Applicant Phone - 479-750-1608
Surveyor for First Western Bank

I have been notified of the petition to vacate the following alley described as follows:
The alley that lies between Lots 6,7,8,9,10,11 & 12 on the west and Lots 15 & 16 on the east, all in
Blocks 4 & 5 of Archias-Bushnell Addition to the City of Fayetteville, Arkansas. (Plat is attached)

UTILITY COMPANY COMMENTS:

☐ No objection to the vacation described above, and no comments

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

☒ No objections provided the following conditions are met:

A 10' wide UE, 5' on each side of existing gas main,
to remain between lots 6,7,8 and 15


Signature of Company Representative

Division Manager
Title

UTILITY APPROVAL

FOR ALLEY VACATION

Date: 5/12/2015

Utility Company Cox Communications

Applicant Name - Gene Buescher Applicant Phone – 479-750-1608
Surveyor for First Western Bank

I have been notified of the petition to vacate the following alley described as follows:
The alley that lies between Lots 6,7,8,9,10,11 & 12 on the west and Lots 15 & 16 on the east, all in
Blocks 4 & 5 of Archias-Bushnell Addition to the City of Fayetteville, Arkansas. (Plat is attached)

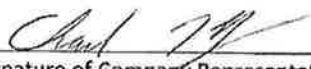
UTILITY COMPANY COMMENTS:

 No objection to the vacation described above, and no comments

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

 X No objections provided the following conditions are met:

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


Signature of Company Representative

Construction Planner III
Title

UTILITY APPROVAL

FOR ALLEY VACATION

Date: 5-27-2015

Utility Company AT&T

Applicant Name - Gene Buescher Applicant Phone - 479-750-1608
Surveyor for First Western Bank

I have been notified of the petition to vacate the following alley described as follows:
The alley that lies between Lots 6,7,8,9,10,11 & 12 on the west and Lots 15 & 16 on the east, all in
Blocks 4 & 5 of Archias-Bushnell Addition to the City of Fayetteville, Arkansas. (Plat is attached)

UTILITY COMPANY COMMENTS:

☒ No objection to the vacation described above, and no comments

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

☐ No objections provided the following conditions are met:


Signature of Company Representative

MGR OSP Plng + Engrg Design
Title

UTILITY APPROVAL

FOR ALLEY VACATION

Date: 5-27-15

Utility Company Ozarks Electric

Applicant Name - Gene Buescher Applicant Phone – 479-750-1608
Surveyor for First Western Bank

I have been notified of the petition to vacate the following alley described as follows:
The alley that lies between Lots 6,7,8,9,10,11 & 12 on the west and Lots 15 & 16 on the east, all in
Blocks 4 & 5 of Archias-Bushnell Addition to the City of Fayetteville, Arkansas. (Plat is attached)

UTILITY COMPANY COMMENTS:

☒ No objection to the vacation described above, and no comments

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

☐ No objections provided the following conditions are met:



Signature of Company Representative

Staking Supervisor

Title

UTILITY APPROVAL

FOR ALLEY VACATION

Date: 5/14/15

Utility Company City of Fayetteville Recycling & Trash

Applicant Name - Gene Buescher Applicant Phone - 479-750-1608
Surveyor for First Western Bank

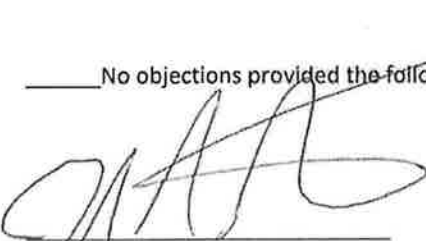
I have been notified of the petition to vacate the following alley described as follows:
The alley that lies between Lots 6,7,8,9,10,11 & 12 on the west and Lots 15 & 16 on the east, all in
Blocks 4 & 5 of Archias-Bushnell Addition to the City of Fayetteville, Arkansas. (Plat is attached)

UTILITY COMPANY COMMENTS:

☒ No objection to the vacation described above, and no comments

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

☐ No objections provided the following conditions are met:



Signature of Company Representative

City of Fayetteville Sales Rep
Title

UTILITY APPROVAL

FOR ALLEY VACATION

Date: 5-15-15

Utility Company City of Fayetteville Transportation

Applicant Name - Gene Buescher Applicant Phone - 479-750-1608
Surveyor for First Western Bank

I have been notified of the petition to vacate the following alley described as follows:
The alley that lies between Lots 6,7,8,9,10,11 & 12 on the west and Lots 15 & 16 on the east, all in
Blocks 4 & 5 of Archias-Bushnell Addition to the City of Fayetteville, Arkansas. (Plat is attached)

UTILITY COMPANY COMMENTS:

☒

No objection to the vacation described above, and no comments

☐

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

☐

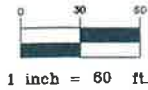
No objections provided the following conditions are met:

Greg Smith

Signature of Company Representative

Ass. Transportation Manager

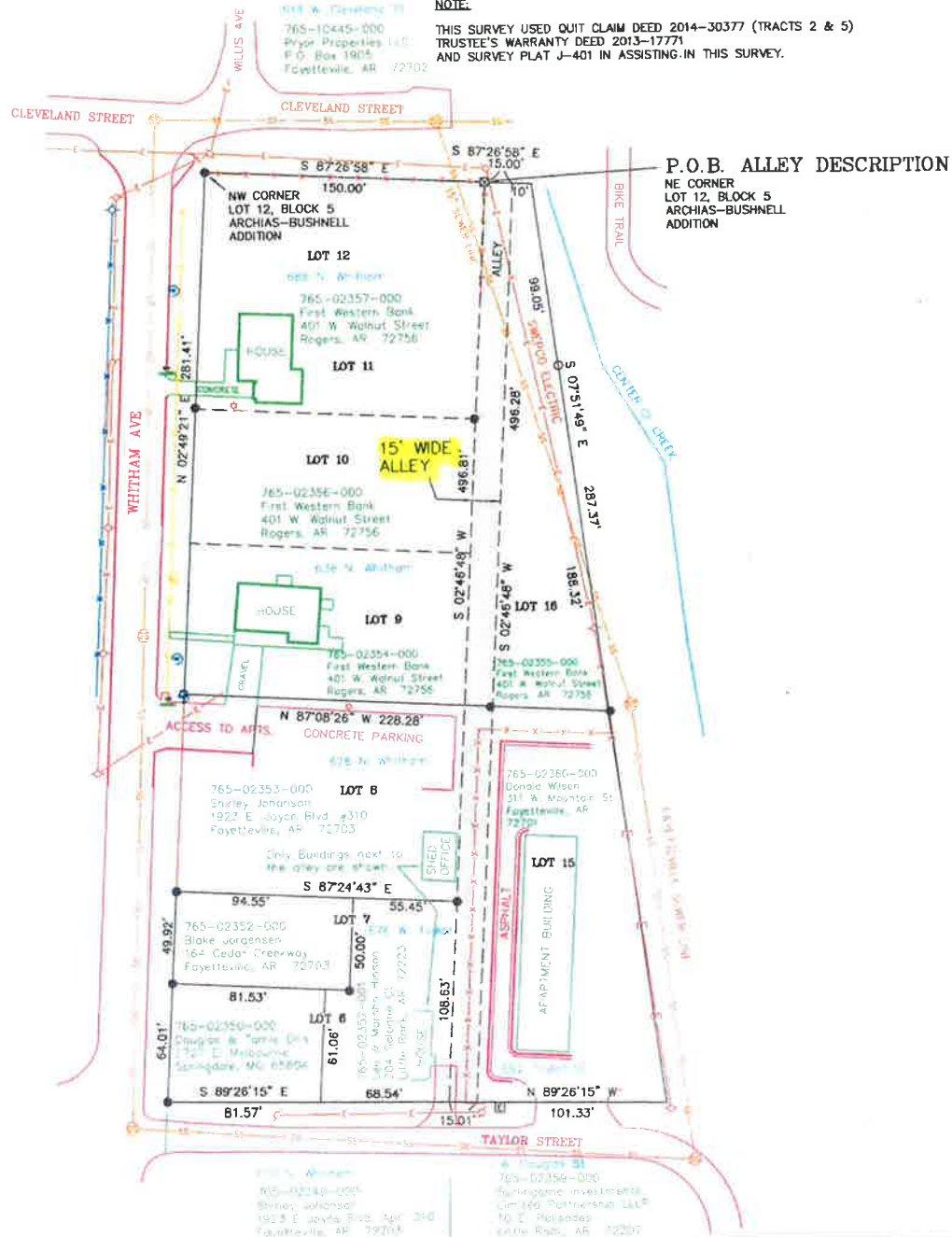
Title

**PROPOSED ALLEY VACATION DESCRIPTION**

THAT PORTION OF LAND THAT LIES BETWEEN LOTS 6,7,8,9,10,11 & 12 ON THE WEST AND LOTS 15 AND 16 ON THE EAST, ALL IN BLOCKS 4 & 5, ARCHIAS-BUSHNELL ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 4, PAGE 10 PER PLAT RECORDS AT THE WASHINGTON COUNTY CIRCUIT CLERK'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 12, THENCE S 87°26'58" E 15.00 FEET ALONG THE SOUTH RIGHT-OF-WAY OF CLEVELAND STREET, THENCE S 2°46'48" W 496.28 FEET ALONG THE WEST LINES OF SAID LOTS 15 & 16, THENCE ALONG THE NORTH RIGHT-OF-WAY OF TAYLOR STREET N 89°26'15" W 15.01 FEET, THENCE N 2°46'48" E 496.81 FEET ALONG THE EAST LINES OF SAID LOTS 6 THRU 12 TO THE POINT OF BEGINNING.

NOTE:

THIS SURVEY USED QUIT CLAIM DEED 2014-30377 (TRACTS 2 & 5)
TRUSTEE'S WARRANTY DEED 2013-17771
AND SURVEY PLAT J-401 IN ASSISTING IN THIS SURVEY.



THIS SURVEY WAS COMPLETED
MAY 5, 2015 AND IS FOR
THE SOLE USE OF THE VACATION
OF THE ALLEY.



**SURVEY FOR VACATION OF ALLEY
IN BLOCKS 4 AND 5 OF
ARCHIAS-BUSHNELL ADDITION
FAYETTEVILLE, ARKANSAS**

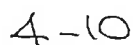
SURVEY 1, INC.

2620 Melody Lane, Springdale, Arkansas 72762
TEL 479-750-1608 FAX 479-750-1608
Gene E. Buescher R.L.S. #1181

W.O. 15078

DRAWN BY: GEB

DATE: MAY 5, 2015

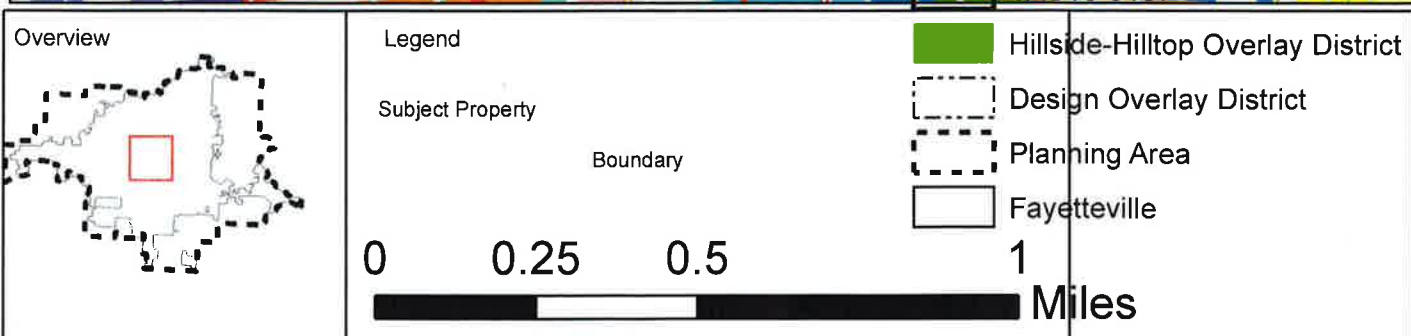
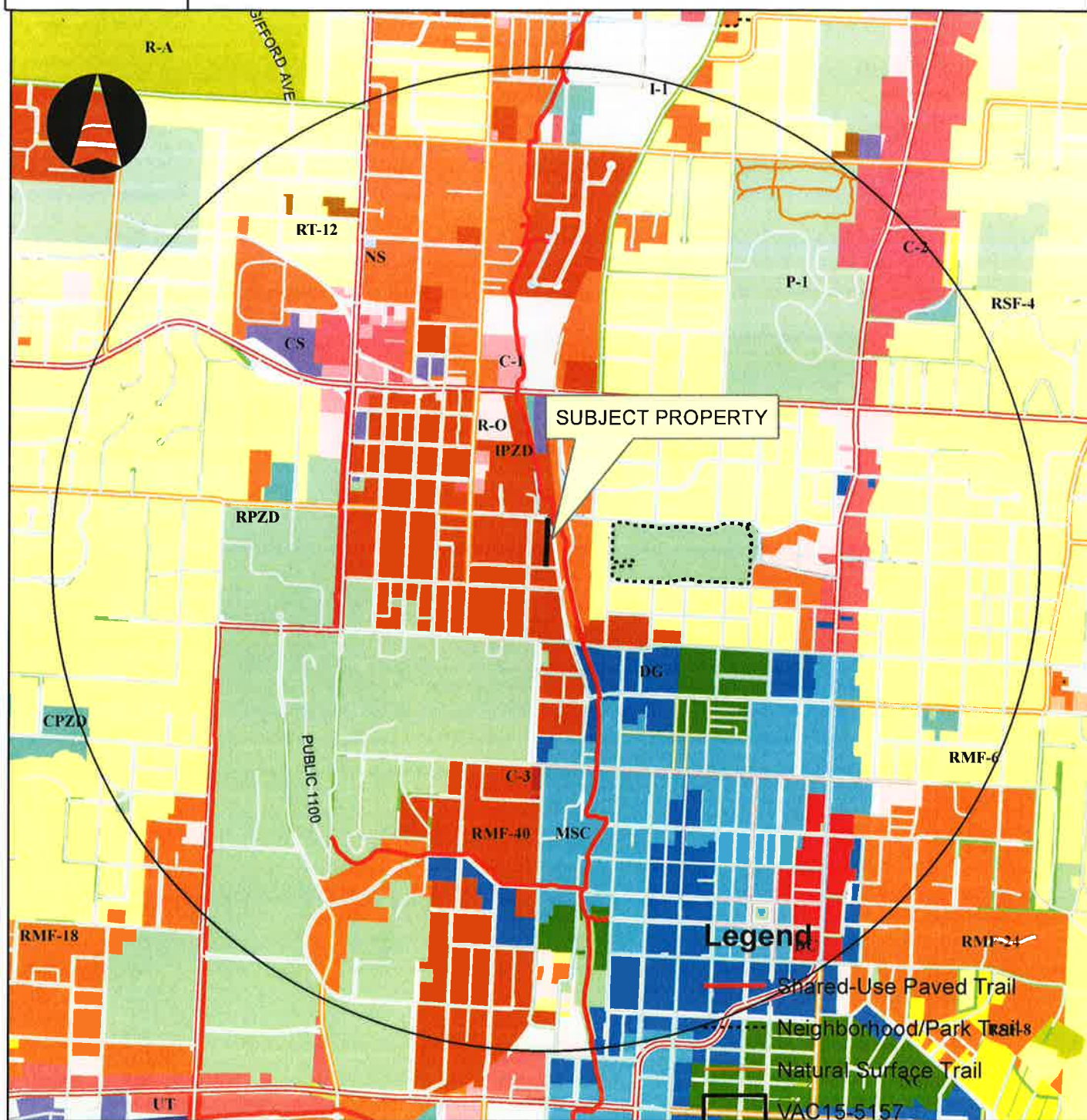


Archias - Bushnell

VAC15-5157

1ST WESTERN BANK

One Mile View



VAC15-5157

1ST WESTERN BANK

Close Up View

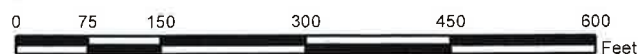


Legend

- Shared-Use Paved Trail
- Neighborhood Park Trail
- Natural Surface Trail
- VAC15-5157

Overview Fayetteville City Limits

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





City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 005 of 695

Text File

File Number: 2015-0436

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 9

VAC 15-5161 (2055 E. SIGNAL HILL DEPOT/BUTTERFIELD TRAIL VILLAGE):

AN ORDINANCE TO APPROVE VAC 15-5161 SUBMITTED BY JOE PERME FOR PROPERTY LOCATED AT 2055 E. SIGNAL HILL DEPOT TO VACATE A PORTION OF A UTILITY EASEMENT

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

WHEREAS, the City Council has determined that the following described portion of utility easement is 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 a portion of a utility easement as described in Exhibit "B" attached hereto.

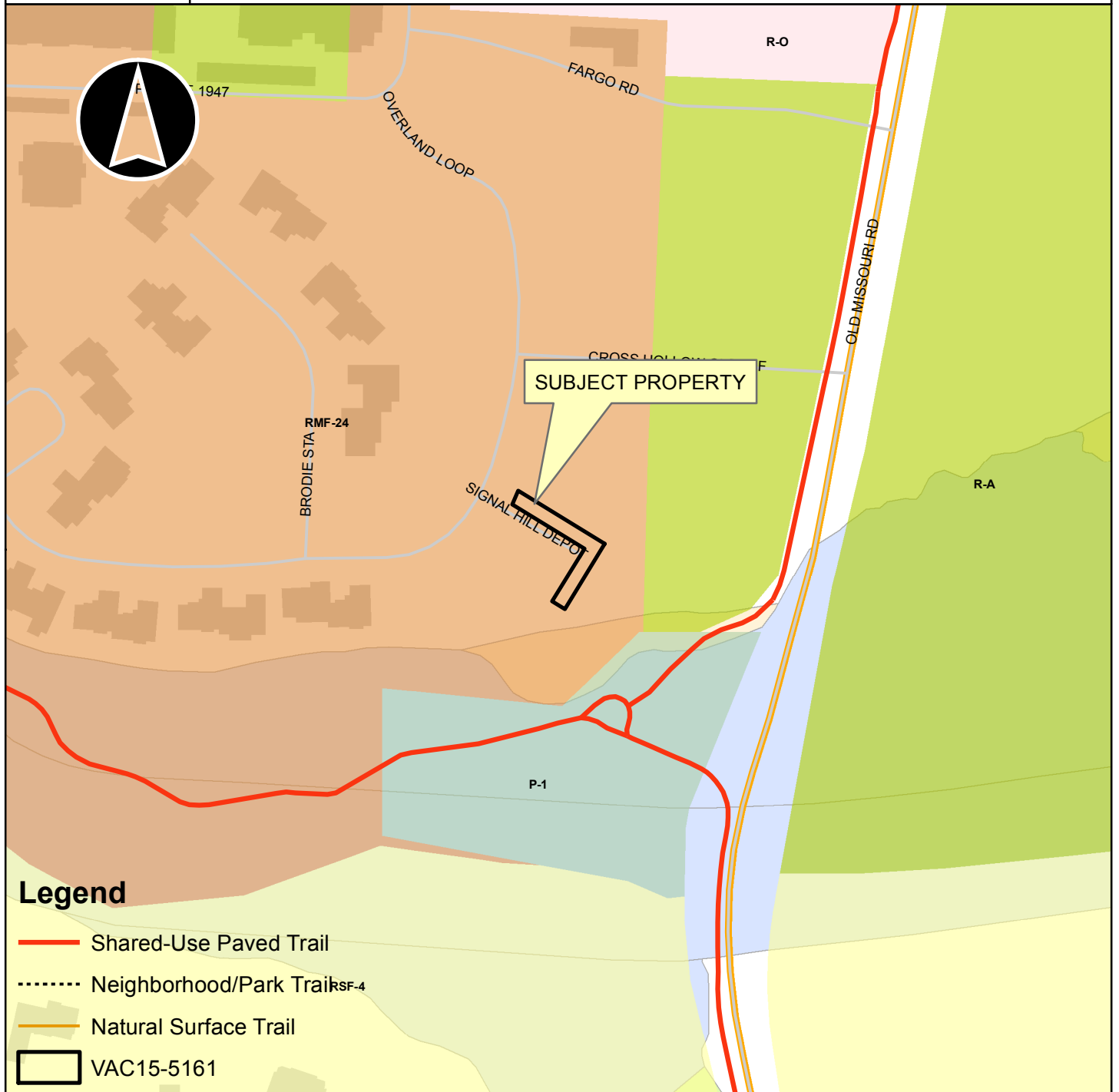
Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached hereto as Exhibit "A" shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval shall be subject to the condition that any costs associated with relocation of or damage to utilities and new easement dedication shall be at the expense of the owner or developer.

VAC15-5161

BUTTERFIELD TRAIL VILLAGE

Close Up View



Legend

- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- VAC15-5161

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

0 75 150 300 450 600 Feet

EXHIBIT 'B'
15-5161

LEGAL DESCRIPTION – PORTION OF EASEMENT TO BE VACATED (PLAT RECORD 17-46):

PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 17 NORTH, RANGE 30 WEST,
WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25;
THENCE S2°35'49"W 1531.34 FEET;
THENCE N87°24'11"W 101.99 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE
SOUTHEASTERLY LINE OF A 20 FOOT UTILITY EASEMENT AS SHOWN IN PLAT RECORD 17-46;
THENCE LEAVING SAID SOUTHEASTERLY LINE N58°32'09"W 20.00 FEET TO THE SOUTHWESTERLY LINE
OF SAID 20 FOOT UTILITY EASEMENT;
THENCE ALONG SAID SOUTHWESTERLY LINE N31°27'51"E 83.88 FEET TO THE NORTHWESTERLY LINE OF
SAID 20 FOOT UTILITY EASEMENT;
THENCE ALONG SAID NORTHWESTERLY LINE N58°32'10"W 114.46 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE N22°14'21"E 20.26 FEET TO THE NORTHEASTERLY LINE OF
A 20 FOOT UTILITY EASEMENT AS SHOWN IN PLAT RECORD 17-46;
THENCE ALONG SAID NORTHEASTERLY LINE S58°32'10"E 137.71 FEET TO THE SOUTHEASTERLY LINE OF
SAID 20 FOOT UTILITY EASEMENT;
THENCE ALONG SAID SOUTHEASTERLY LINE S31°27'51"W 103.88 FEET TO THE POINT OF BEGINNING,
CONTAINING 0.10 ACRES MORE OR LESS.

City of Fayetteville Staff Review Form

2015-0436

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate 

9/18/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 15-5161: Vacation (2055 E. SIGNAL HILL DEPOT/BUTTERFIELD TRAIL VILLAGE, 175/214): Submitted by JOE PERME for property located at 2055 E. SIGNAL HILL DEPOT. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 2.37 acres. The request is to vacate a portion of a utility easement.

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 OCTOBER 6, 2015

TO: Fayetteville City Council

FROM: Jesse Fulcher, Senior Planner

THRU: Andrew Garner, City Planning Director

DATE: September 15, 2015

SUBJECT: **VAC 15-5161: Vacation (2055 E. SIGNAL HILL DEPOT./BUTTERFIELD TRAIL VILLAGE, 175/214):** Submitted by JOE PERME for property located at 2055 E. SIGNAL HILL DEPOT. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 2.37 acres. The request is to vacate a portion of a utility easement.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to vacate a portion of an existing utility easement subject to the following condition:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

BACKGROUND:

Butterfield Trail Village Retirement Community is located at the southwest corner of Old Missouri Road and Joyce Boulevard and is zoned RMF-24. The community is comprised of approximately 350 residential units and many amenities, including a dining hall, general store, pool, flower gardens, and art studio for the community residents.

The applicant proposes to vacate a portion of an existing utility easement to allow for future development in the area. There are existing electrical lines within the easement that must be relocated and a new easement will need to be dedicated. AEP/SWEPCO has agreed to the relocation, provided the owner provides a new 20-foot utility easement and pays to relocate the line.

DISCUSSION:

On September 14, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 7-0-1 (Commissioner Hoskins recused).

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

THRU: Andrew Garner, Planning Director

FROM: Jesse Fulcher, Senior Planner

MEETING DATE: ~~September 14, 2015~~ Updated September 16, 2015

SUBJECT: **VAC 15-5161: Vacation (2055 E. SIGNAL HILL DEPOT./BUTTERFIELD TRAIL VILLAGE, 175/214):** Submitted by JOE PERME for property located at 2055 E. SIGNAL HILL DEPOT. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 2.37 acres. The request is to vacate a portion of a utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5161** with conditions of approval.

BACKGROUND:

Butterfield Trail Village Retirement Community is located at the southwest corner of Old Missouri Road and Joyce Boulevard and is zoned RMF-24. The community is comprised of approximately 350 residential units and many amenities, including a dining hall, general store, pool, flower gardens, and art studio for the community residents. Surrounding land use is listed in Table 1.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Office	R-O
South	Mud Creek/Residential	RSF-4
East	Office/Golf Course	R-O/R-A
West	Commercial	C-1

Proposal: The applicant proposes to vacate a portion of an existing utility easement to allow for future development in the area. There are existing electrical lines within the easement that must be relocated and a new easement will need to be dedicated. AEP/SWEPCO has agreed to the relocation, provided the owner provides a new 20-foot utility easement and pays to relocate the line.

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

Cox Communications

RESPONSE

No objections with conditions

AEP/SWEPCO	Dedicate and new 20-foot easement and pay for relocation.
Source Gas	No objections
AT&T	No objections
Ozarks Electric	No objections
<u>CITY OF FAYETTEVILLE</u>	<u>RESPONSE</u>
Water/Sewer	No objections
Transportation	No objections
Solid Waste	No objections

RECOMMENDATION: Staff recommends forwarding VAC 15-5161 with 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.

Planning Commission Action:	☐ Approved	☒ Forwarded	☐ Denied
Meeting Date: <u>September 14, 2015</u>			
Motion: Chesser			
Second: Cook			
Vote: 7-0-1 (Hoskins recused)			

BUDGET/STAFF IMPACT:

None.

Attachments:

- Cover Letter
- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibit
- One Mile Map
- Close Up Map



7/28/2015

Planning Commission and City Council

Butterfield Trail Village wants to vacate and relocate the easement as shown on the attachment. By relocating the easement as shown we can position the future Village Homes facing Overland Loop and utilize our remaining building sites efficiently. This would allow us to build 4 more Village Homes with aesthetically pleasing placement and landscaping.

It will involve relocating the existing electric primary line into the new easement. We have already discussed this with SWEPCO and will begin as soon as the easement is approved. No other utilities will have to be moved. Any future utilities would go in the relocated easement. We have visited with each utility that might need access to the easement and they all have approved of the relocation.

Thank you for considering this request.

A handwritten signature in black ink, appearing to read 'Joe Perme', is written over a light blue horizontal line.

Joe Perme
Director of Facility Service/Capital Projects

Microsoft

PETITION TO VACATE AN EASEMENT LOCATED IN LOT 19 BUTTERFIELD TRAIL VILLAGE, CITY OF FAYETTEVILLE, ARKANSAS

TO: 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 lot 19, Butterfield Trail Village, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an which is described as follows:

1
easement

LEGAL DESCRIPTION – PORTION OF EASEMENT TO BE VACATED (PLAT RECORD 17-46):

PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE S2°35'49"W 1531.34 FEET;
THENCE N87°24'11"W 101.99 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF A 20 FOOT UTILITY EASEMENT AS SHOWN IN PLAT RECORD 17-46;
THENCE LEAVING SAID SOUTHEASTERLY LINE N58°32'09"W 20.00 FEET TO THE SOUTHWESTERLY LINE OF SAID 20 FOOT UTILITY EASEMENT;
THENCE ALONG SAID SOUTHWESTERLY LINE N31°27'51"E 83.88 FEET TO THE NORTHWESTERLY LINE OF SAID 20 FOOT UTILITY EASEMENT;
THENCE ALONG SAID NORTHWESTERLY LINE N58°32'10"W 129.5715 FEET TO THE EAST LINE OF A PRIVATE STREET AND UTILITY EASEMENT KNOWN AS CUMBERLAND WAY AS SHOWN IN PLAT RECORD 17-46;
THENCE ALONG SAID PRIVATE STREET AND UTILITY EASEMENT N22°14'21"E 20.26 FEET TO THE NORTHEASTERLY LINE OF A 20 FOOT UTILITY EASEMENT AS SHOWN IN PLAT RECORD 17-46;
THENCE ALONG SAID NORTHEASTERLY LINE S58°32'10"E 152.82 FEET TO THE SOUTHEASTERLY LINE OF SAID 20 FOOT UTILITY EASEMENT;
THENCE ALONG SAID SOUTHEASTERLY LINE S31°27'51"W 103.88 FEET TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES MORE OR LESS.

That the abutting real estate affected by said abandonment of the alley are lots 19 and 20, Butterfield Trail Village, 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 easement.

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

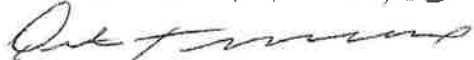
The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

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

Dated this 19 day of JUNE, 2015.

Printed Name BUTTERFIELD TRAIL VILLAGE

by D. J. W. Tammell, CEO

Signature 

Printed Name

Signature

UTILITY APPROVAL FORM

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

DATE: 7/13/15

UTILITY COMPANY: AEP-SWEPCO

APPLICANT NAME: Joe Perme/Butterfield APPLICANT PHONE: 479-695-8038

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 Cumberland Way

- ☐ (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:

Butterfield to dedicate new 20' U.E. to relocate primary
in existing easement. Butterfield to pay AEP to relocate cable.

John Bay
Signature of Utility Company Representative

Distribution Engineer
Title

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

DATE: July 31, 2015

UTILITY COMPANY: Ozark Electric Cooperative

APPLICANT NAME: Butterfield Trail APPLICANT PHONE: 479-409-1101

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 2055 E. Signal Hill Depot

☒ (*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:

Greg McGee
Signature of Utility Company Representative

Lead Staking Tech
Title

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

DATE: 05/18/2015

UTILITY COMPANY: AT&T

APPLICANT NAME: _____ APPLICANT PHONE: _____

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 _____

- ☐ (*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 of Utility Company Representative

MGR OSp Plng & Engrg Design
Title

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

DATE: 5/18/2015

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Butterfield Trail Village Joe Perme APPLICANT PHONE: 479-695-8038

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 20' UE along Signal Hill Depot shown on plat. To be relocate as shown.

☐ (*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:
Any damage to or relocation of our existing facilities will be at the owners/developers expense.



Signature of Utility Company Representative

CONSTRUCTION MANAGER

Title

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

DATE: 05/18/2015

UTILITY COMPANY: SourceGas

APPLICANT NAME: _____ APPLICANT PHONE: _____

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 _____

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

UTILITY COMPANY COMMENTS:

X No objections to the vacation(s) described above, and no comments.

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

No objections provided the following conditions are met:

Brian A. Dampat
Signature of Utility Company Representative

Title

Supervisor - Division Operations

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

DATE: 5/18

UTILITY COMPANY: City of Fayetteville Solid Waste

APPLICANT NAME: _____ APPLICANT PHONE: _____

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 Butterfield Trail Village

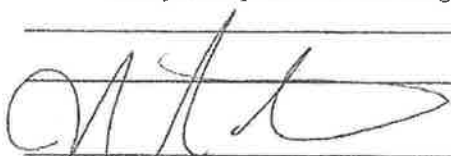
☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

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 of Utility Company Representative

Commercial Sales Rep
Title

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

DATE: 5-21-15

UTILITY COMPANY: City of Fayetteville Transportation

APPLICANT NAME: Joe Perme APPLICANT PHONE: 479-695-4038

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 1923 E Joyce Blvd

☐ (*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:

Joe Smith
Signature of Utility Company Representative

Assistant Transportation Manager
Title

UTILITY APPROVAL FORM

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

DATE: 13 JULY 2015

UTILITY COMPANY: CITY OF FAYETTEVILLE WATER & SEWER

APPLICANT NAME: JOE PERME APPLICANT PHONE: (479) 695-8038

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 BUTTERFIELD TRAIL VILLAGE - JOYCE BLVD

☐ (*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.

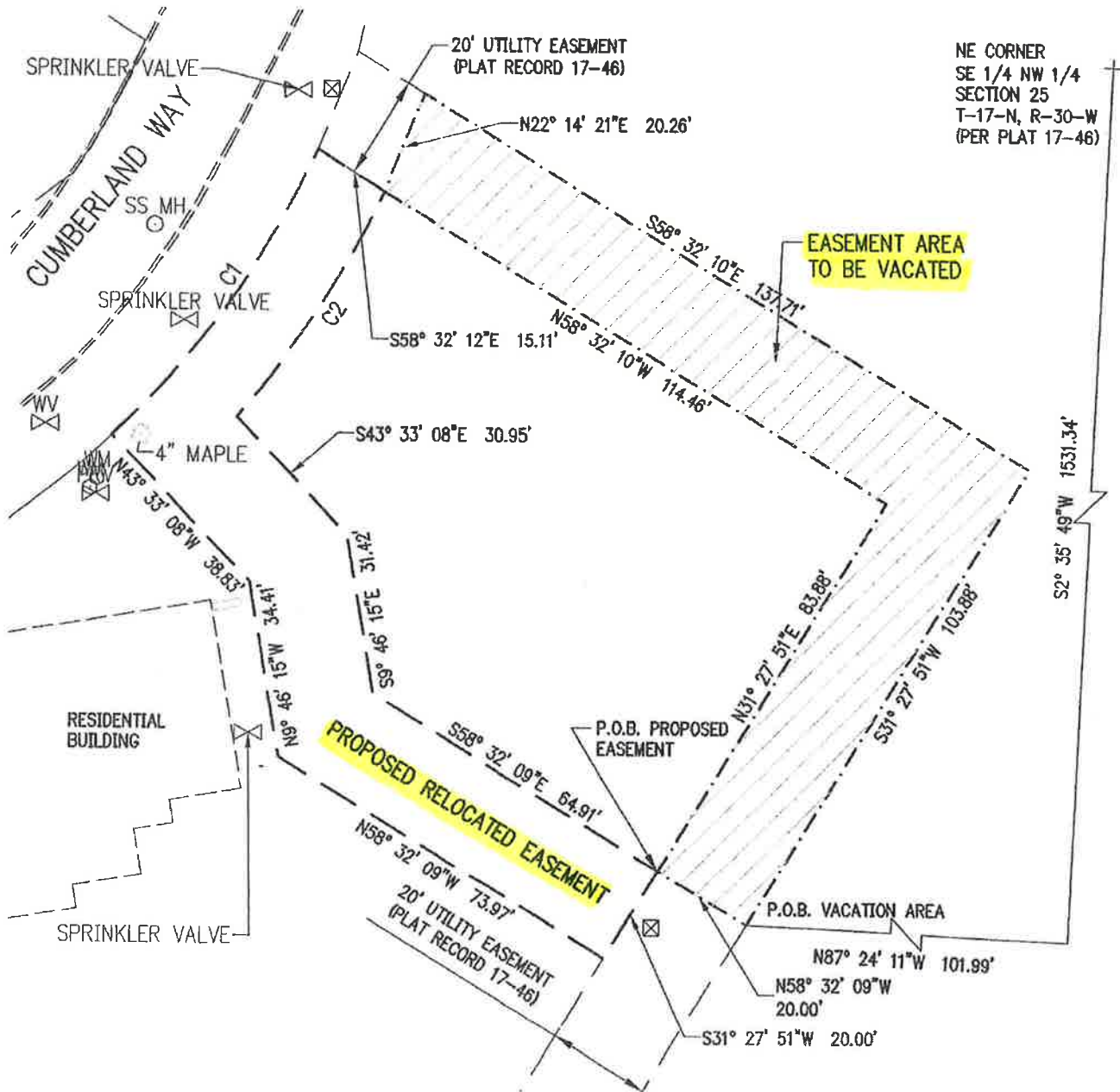
No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

TIM NYANDER - DIR OF UTILITIES
Title

EXHIBIT



GRAPHIC SCALE IN FEET



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	68.54'	176.60'	22°14'18"	N35° 19' 41"E	68.11'
C2	52.42'	191.60'	15°40'34"	S32° 37' 04"W	52.26'



Crafton Tull
architecture | engineering | surveying

901 N. 47th St., Suite 200
Rogers, Arkansas 72756
479.636.4838 | 479.631.6224 f
www.craftontull.com

DRAWING: G:\13104003_EYEASER\ENVSUR\DWG\ESWT SKETCH.DWG
LAST SAVED: KM676 7/13/2015 10:00:14 AM
LAST PLOTTED BY: KEVIN MONTGOMERY 7/16/2015 7:10:33 AM (PLOTTED BY: VALID ON (HARD COPY ONLY))

PROJECT NO.:

13104003

DRAWN BY:

KM

DATE:

06/17/2015

SHEET:

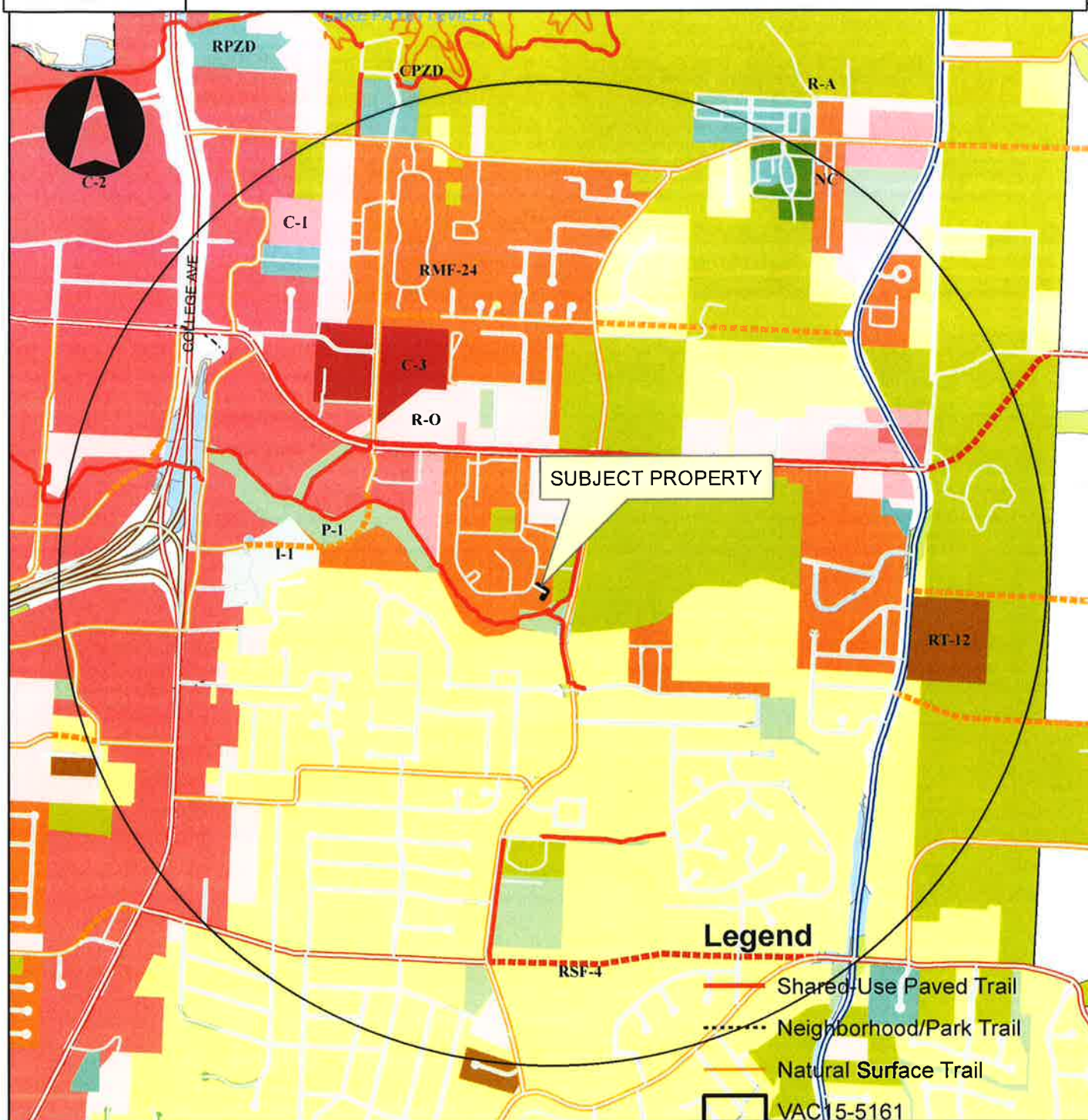
1 OF 1

CHECKED:

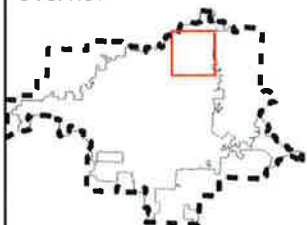
VAC15-5161

BUTTERFIELD TRAIL VILLAGE

One Mile View



Overview



Legend

Subject Property

Boundary

0 0.25 0.5

1 Miles

Legend

- Shared-Use Paved Trail
- - - Neighborhood/Park Trail
- Natural Surface Trail

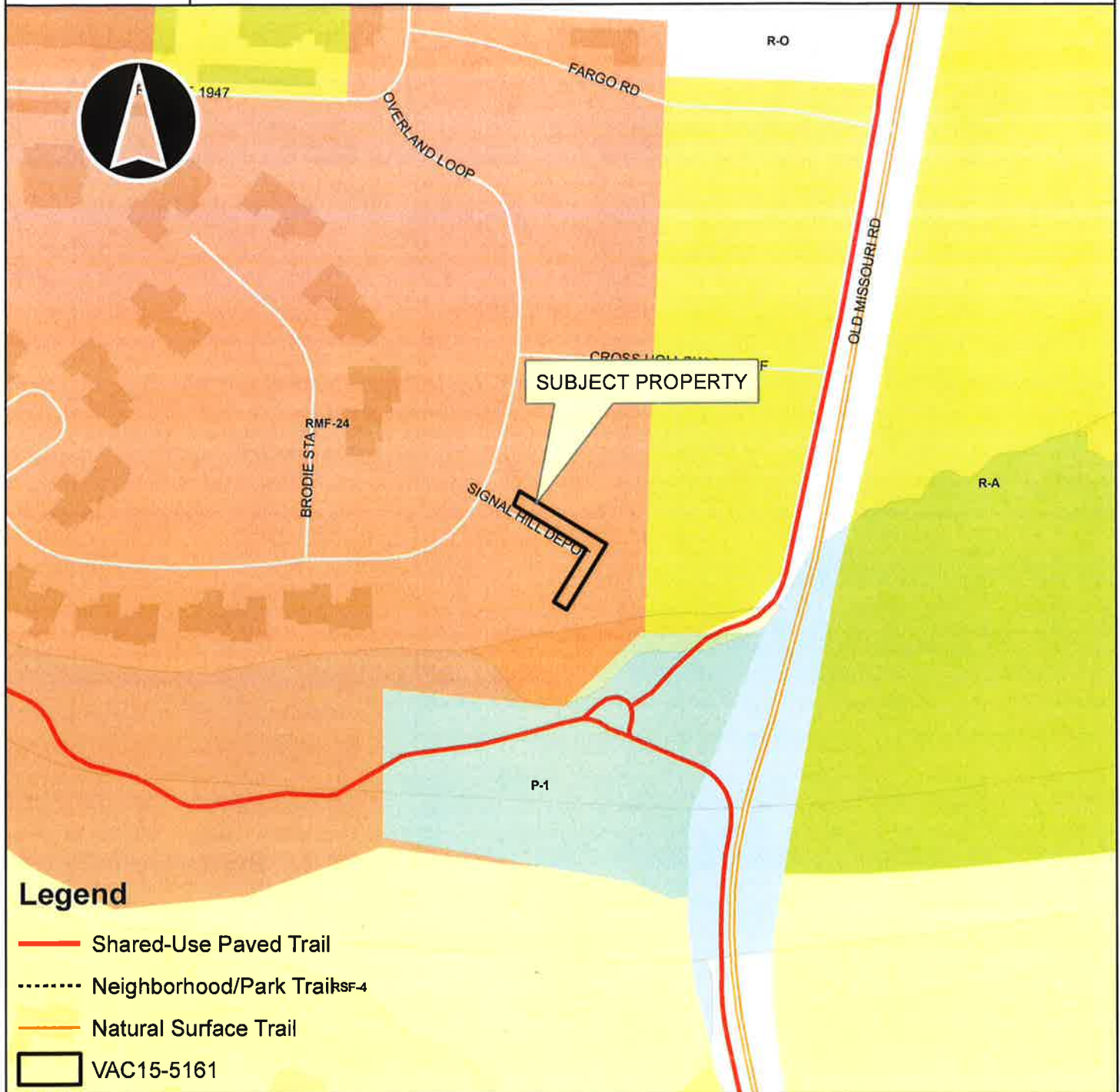
VAC15-5161

- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville

VAC15-5161

BUTTERFIELD TRAIL VILLAGE

Close Up View

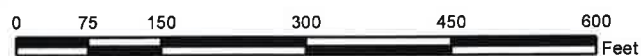


Legend

- Shared-Use Paved Trail
- - - - - Neighborhood/Park Trails
- Natural Surface Trail
- VAC15-5161

Overview Fayetteville City Limits

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





City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 26 of 695

Text File

File Number: 2015-0434

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 10

VAC 15-5176 (MARK MILLS LANE/SUMMIT PLACE SD):

AN ORDINANCE TO APPROVE VAC 15-5176 SUBMITTED BY BLEW & ASSOCIATES, INC. FOR PROPERTY LOCATED ALONG MARK MILLS LANE TO VACATE PORTIONS OF A CONSERVATION EASEMENT

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

WHEREAS, the City Council has determined that the following described portions of a conservation easement are not required for corporate purposes.

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

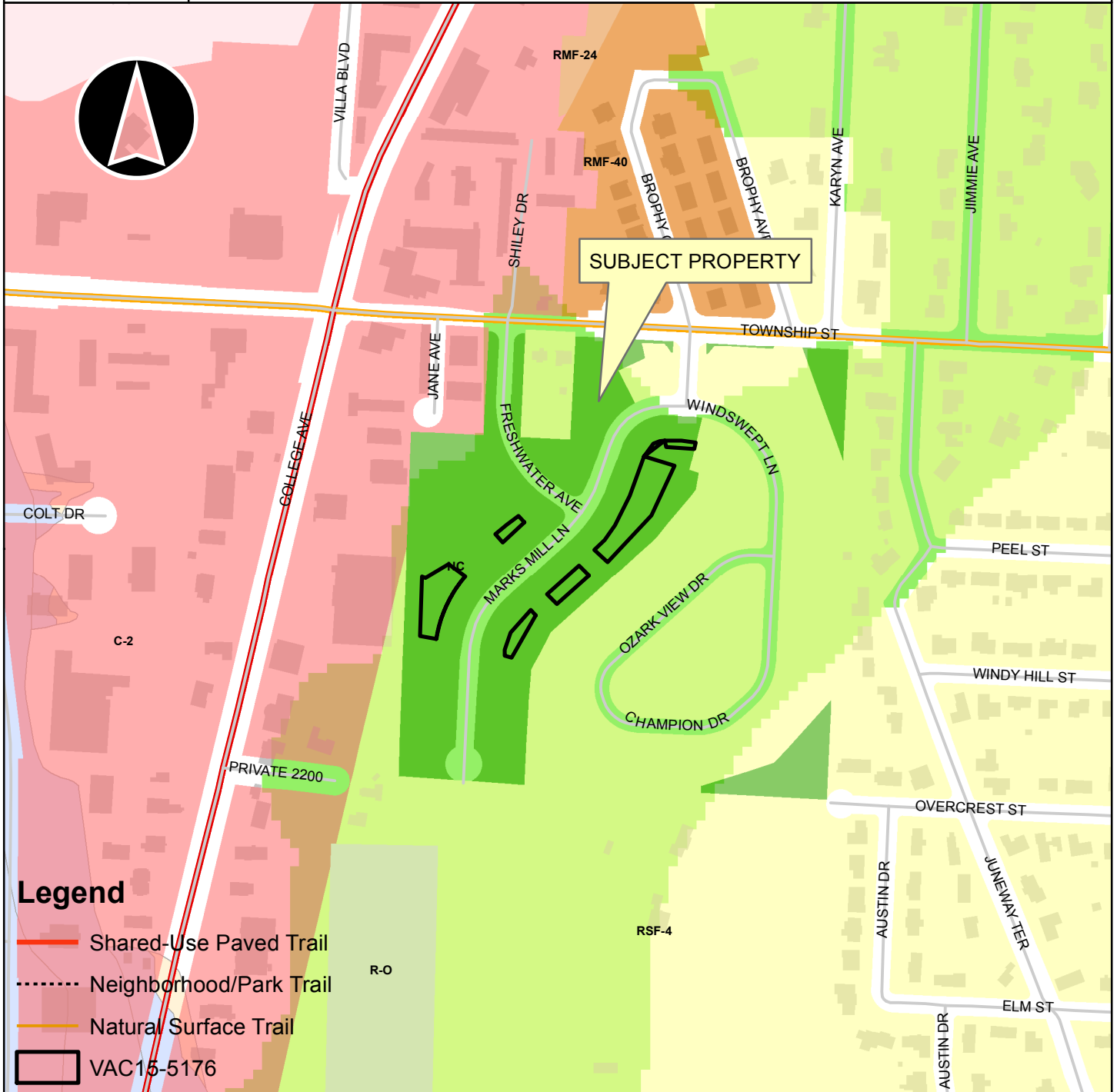
Section 1. The City Council of the City of Fayetteville, Arkansas hereby vacates certain portions of a conservation easement as described in Exhibit B attached hereto.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached hereto as Exhibit A shall be filed in the office of the Washington County Circuit Clerk.

VAC15-5176

SUMMIT PLACE SD

Close Up View



Legend

- Shared-Use Paved Trail
- - - Neighborhood/Park Trail
- Natural Surface Trail
- VAC15-5176

Overview

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

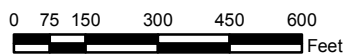


EXHIBIT 'B'

15-5176

SURVEY DESCRIPTION:

LOTS 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 93, 94, 96, 97, 98, 113, 114, 115, 116, 120, AND 121, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "24" AT PAGE 1 AND PLAT RECORD "24A" AT PAGE 2.

EASEMENT VACATION 1 DESCRIPTION:

A PART OF LOTS 113, 114, 115, AND 116, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S79°47'01"E 46.49' FROM THE SOUTHWEST CORNER OF SAID LOT 113, AND RUNNING THENCE N01°52'25"E 162.33', THENCE S59°21'44"E 9.76', THENCE N59°14'35"E 73.97', THENCE S53°38'42"E 55.29', THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 342.50', HAVING A CHORD BEARING AND DISTANCE OF S24°45'27"W 187.36', THENCE N79°47'01"W 44.04' TO THE POINT OF BEGINNING. CONTAINING 0.31 ACRES, MORE OR LESS.

EASEMENT VACATION 2 DESCRIPTION:

A PART OF LOTS 120 AND 121, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S41°51'01"E 44.99' FROM THE SOUTHWEST CORNER OF SAID LOT 120, AND RUNNING THENCE N50°28'34"E 40.03', THENCE N53°18'34"E 40.16', THENCE S41°51'01"E 24.16', THENCE S47°59'19"W 80.00', THENCE N41°51'01"W 29.62' TO THE POINT OF BEGINNING. CONTAINING 0.05 ACRES, MORE OR LESS.

EASEMENT VACATION 3 DESCRIPTION:

A PART OF LOTS 96, 97 AND 98, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N74°48'39"W 62.49' FROM THE SOUTHEAST CORNER OF SAID LOT 98, AND RUNNING THENCE N74°48'39"W 19.31', THENCE N02°58'09"E 15.95', THENCE N18°33'39"E 50.19', THENCE N41°15'16"E 81.45', THENCE S41°51'01"E 19.94', THENCE S29°33'09"W 132.15' TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES, MORE OR LESS.

EASEMENT VACATION 4 DESCRIPTION:

A PART OF LOTS 93 AND 94, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N44°17'04"W 45.04' FROM THE SOUTHEAST CORNER OF SAID LOT 94, AND RUNNING THENCE N44°17'04"W 37.53', THENCE N47°53'21"E 115.36', THENCE S44°17'04"E 38.06', THENCE S48°08'59"W 115.39' TO THE POINT OF BEGINNING. CONTAINING 0.10 ACRES, MORE OR LESS.

EASEMENT VACATION 5 DESCRIPTION:

A PART OF LOTS 86, 87, 88, 89, 90 AND 91, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N46°24'34"W 38.23' FROM THE SOUTHEAST CORNER OF SAID LOT 91, AND RUNNING THENCE N46°24'34"W 48.36', THENCE N44°59'45"E 38.13', THENCE N35°27'34"E 49.06', THENCE N26°23'33"E 89.70', THENCE N20°18'10"E 113.30', THENCE S72°47'36"E 85.90', THENCE S25°07'12"W 148.32', THENCE S43°01'08"W 173.95' TO THE POINT OF BEGINNING. CONTAINING 0.47 ACRES, MORE OR LESS.

EXHIBIT 'B'
15-5176

Tentative Agenda
Page 629 of 695

EASEMENT VACATION 6 DESCRIPTION:

A PART OF LOTS 84 AND 85, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S72°47'36"E 67.60' FROM THE SOUTHWEST CORNER OF SAID LOT 85, AND RUNNING THENCE N20°18'10"E 0.51', THENCE N36°54'40"E 42.26', THENCE N64°38'21"E 18.17', THENCE N88°56'47"E 13.39', THENCE S52°37'11"W 69.67' TO THE POINT OF BEGINNING. CONTAINING 0.01 ACRES, MORE OR LESS.

EASEMENT VACATION 7 DESCRIPTION:

A PART OF LOTS 82 AND 83, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S12°16'09"E 70.95' FROM THE NORTHWEST CORNER OF SAID LOT 83, AND RUNNING THENCE N88°56'47"E 45.61', THENCE S80°42'29"E 38.76', THENCE S13°30'46"W 16.50', THENCE N86°11'33"W 76.60', THENCE N12°16'09"W 16.76 TO THE POINT OF BEGINNING. CONTAINING 0.03 ACRES, MORE OR LESS.

City of Fayetteville Staff Review Form

2015-0434

Legistar File ID

10/6/2015

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

Jeremy Pate

9/18/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 15-5176: Vacation (MARK MILLS LANE/SUMMIT PLACE SD, 329): Submitted by BLEW & ASSOCIATES, INC. for properties located at MARK MILLS LANE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 1.06 acres. The request is to vacate a portion of a conservation easement.

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	
Budget Adjustment Attached?	NA	Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Fayetteville City Council

FROM: Andrew Garner, City Planning Director
Chris Brown, City Engineer

DATE: September 15, 2015

SUBJECT: **VAC 15-5176: Vacation (MARK MILLS LANE/SUMMIT PLACE SD, 329):** Submitted by BLEW & ASSOCIATES, INC. for properties located at MARK MILLS LANE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 1.06 acres. The request is to vacate a portion of a conservation easement.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to vacate conservation easement.

BACKGROUND:

The property is located within the Summit Place Subdivision located on the south side of Township Street, east of College Avenue. A re-plat of the Summit Place subdivision in 2011 (PPL 11-3902) increased the number of residential lots from 50 to 123. To avoid having to increase the size of the detention pond to accommodate the additional impervious surface from the additional lots, the applicant platted a conservation easement throughout the rear of the lots. This easement restricted impervious surface in the easement area. On August 24, 2015 the Planning Commission approved the applicant re-platting a portion of this neighborhood back into larger lots (CCP 15-5142). The applicant now proposes to reduce the size of the existing conservation easement because it is no longer needed to meet storm water detention requirements.

DISCUSSION:

On September 14, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 7-0-1 (Commissioner Hoskins recused).

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
Corey Granderson, Staff Engineer

MEETING DATE: September 14, 2015 Updated with Planning Commission results

SUBJECT: **VAC 15-5176: Vacation (MARK MILLS LANE/SUMMIT PLACE SD, 329):** Submitted by BLEW & ASSOCIATES, INC. for properties located at MARK MILLS LANE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 1.06 acres. The request is to vacate a portion of a conservation easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5176** to the City Council with a recommendation for approval.

BACKGROUND:

The property is located within the Summit Place Subdivision located on the south side of Township Street, east of College Avenue. A re-plat of the Summit Place subdivision in 2011 (PPL 11-3902) increased the number of residential lots from 50 to 123. To avoid having to increase the size of the detention pond to accommodate the additional impervious surface from the additional lots, the applicant platted a conservation easement throughout the rear of the lots. This easement restricted impervious surface in the easement area. On August 24, 2015 the Planning Commission approved the applicant re-platting a portion of this neighborhood back into larger lots (CCP 15-5142). The applicant now proposes to reduce the size of the existing conservation easement.

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 lots	RSF-4, Residential Single Family Four Units Per Acre
South	Single family lots	NC, Neighborhood Conservation
East	Single family lots	RSF-4, Residential Single Family Four Units Per Acre
West	Detention pond; College Avenue Commercial Corridor	NC, Neighborhood Conservation; RSF-4, Residential Single Family Four Units Per Acre, C-2, Thoroughfare Commercial

Proposal: The applicant proposes to reduce the size of the conservation easement as indicated on the attached plats.

DISCUSSION:

Vacation Approval: The applicant has submitted the proposal to the City Engineering Division who are recommending in favor of the request. No other franchise utilities or City Departments have review over this easement area.

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding VAC 15-5176 to the City Council with a recommendation for approval.

Planning Commission Action: ☐ Approved ☒ Forwarded ☐ Denied

Meeting Date: September 14, 2015

Motion: Chesser

Second: Cook

Vote: 7-0-1 (Hoskins recused)

BUDGET/STAFF IMPACT:

None.

Attachments:

- City Engineering Memo
- Request Letter
- Petition to Vacate
- Easement Vacation Exhibit
- One Mile Map
- Close Up Map

Date: September 8, 2015

Planning Commission Staff Memo

To: Andrew Garner, Planning Director
From: Corey Granderson, Staff Engineer
Through: Chris Brown, City Engineer

Re: Vacation Review Comments - VAC 15-5176 Marks Mill Lane
Engineer: Blew & Associates

Recommendation:

The Engineering Division recommends approval of this vacation request.

Background & Findings:

The subject areas in this application consist of residential lots that are decreasing in number and therefore decreasing in density per concurrent plat CCP 15-5142, currently in process. Originally, all of the lots in Summit Place were larger lots – approximately half acre in area. CCP 11-3902 re-platted the subdivision into approximately quarter acre lots at which time conservation easements were platted along the rear of each lot in order to preserve the originally calculated balance of impervious/pervious areas and NOT have to modify the detention pond or drainage facilities. This logic was reviewed and approved at that time and several of these lots were built-out.

CCP 15-5142 proposes to increase the lot size on several unbuilt lots and reduce the conservation easement areas on the unbuilt lots via this vacation request. Updated drainage calculations have been provided which follow the exact same logic as the previously approved calculations used to plat the conservation easements originally. It is the Engineering Division's opinion that the constructed detention pond and drainage facilities will continue to function as designed based on the engineer's calculations which show the reduced conservation easements matching this vacation request.

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: Summit Place Subdivision Conservation Easement Vacation

August 5, 2015

To **Whom** It May Concern:

The **property** developer, Elite Equity Group of Arkansas, LLC, is requesting the vacation of portions of Conservation Easements within Summit Place Subdivision. These Conservation Easements are non-buildable areas and were created with the Replat of Phase 1 Summit Place for storm water control in relation to the detention pond size. The subject lots are now being re-platted with the Concurrent Plat of Lots 82-91, 93, 94, 96-98, 113-116, 120 & 121 to **reduce the number** of lots from 21 to 16 single family lots. This will reduce the density from 5.50 lots/ac to 4.19 lots/ac. **This** reduction in density will allow for the Conservation Easements to be reduced on the subject lots, while allowing the storm water detention pond to function as originally designed.

Sincerely,



Charlie Zardin
Blew & Associates, PA

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

PETITION

PETITION TO VACATE PORTIONS OF TREE CONSERVATIONS EASEMENTS LOCATED IN SUMMIT PLACE SUBDIVISION, PHASE 1, 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 Summit Place Subdivision, Phase 1, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate easements which are described as follows:

EASEMENT VACATION 1 DESCRIPTION:

A PART OF LOTS 113, 114, 115, AND 116, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S79°47'01"E 46.49' FROM THE SOUTHWEST CORNER OF SAID LOT 113, AND RUNNING THENCE N01°52'25"E 162.33', THENCE S59°21'44"E 9.76', THENCE N59°14'35"E 73.97', THENCE S53°38'42"E 55.29', THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 342.50', HAVING A CHORD BEARING AND DISTANCE OF S24°45'27"W 187.36', THENCE N79°47'01"W 44.04' TO THE POINT OF BEGINNING. CONTAINING 0.31 ACRES, MORE OR LESS.

EASEMENT VACATION 2 DESCRIPTION:

A PART OF LOTS 120 AND 121, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S41°51'01"E 44.99' FROM THE SOUTHWEST CORNER OF SAID LOT 120, AND RUNNING THENCE N50°28'34"E 40.03', THENCE N53°18'34"E 40.16', THENCE S41°51'01"E 24.16', THENCE S47°59'19"W 80.00', THENCE N41°51'01"W 29.62' TO THE POINT OF BEGINNING. CONTAINING 0.05 ACRES, MORE OR LESS.

EASEMENT VACATION 3 DESCRIPTION:

A PART OF LOTS 96, 97 AND 98, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N74°48'39"W 62.49' FROM THE SOUTHEAST CORNER OF SAID LOT 98, AND RUNNING THENCE N74°48'39"W 19.31', THENCE N02°58'09"E 15.95', THENCE N18°33'39"E 50.19', THENCE N41°15'16"E 81.45', THENCE S41°51'01"E 19.94', THENCE S29°33'09"W 132.15' TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES, MORE OR LESS.

EASEMENT VACATION 4 DESCRIPTION:

A PART OF LOTS 93 AND 94, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N44°17'04"W 45.04' FROM THE SOUTHEAST CORNER OF SAID LOT 94, AND RUNNING THENCE N44°17'04"W 37.53', THENCE N47°53'21"E 115.36', THENCE S44°17'04"E 38.06', THENCE S48°08'59"W 115.39' TO THE POINT OF BEGINNING. CONTAINING 0.10 ACRES, MORE OR LESS.

EASEMENT VACATION 5 DESCRIPTION:

A PART OF LOTS 86, 87, 88, 89, 90 AND 91, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N46°24'34"W 38.23' FROM THE SOUTHEAST CORNER OF SAID LOT 91, AND RUNNING THENCE N46°24'34"W 48.36', THENCE N44°59'45"E 38.13', THENCE N35°27'34"E 49.06', THENCE N26°23'33"E 89.70', THENCE N20°18'10"E 113.30', THENCE S72°47'36"E 85.90', THENCE S25°07'12"W 148.32', THENCE S43°01'08"W 173.95' TO THE POINT OF BEGINNING. CONTAINING 0.47 ACRES, MORE OR LESS.

EASEMENT VACATION 6 DESCRIPTION:

A PART OF LOTS 84 AND 85, SUMMIT PLACE SUBDIVISION, PHASE 1 TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S72°47'36"E 67.60' FROM THE SOUTHWEST CORNER OF SAID LOT 85, AND RUNNING THENCE N20°18'10"E 0.51', THENCE N36°54'40"E 42.26', THENCE N64°38'21"E 18.17', THENCE N88°56'47"E 13.39', THENCE S52°37'11"W 69.67' TO THE POINT OF BEGINNING. CONTAINING 0.01 ACRES, MORE OR LESS.

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: Summit Place Subdivision Conservation Easement Vacation

August 5, 2015

To Whom It May Concern:

The property developer, Elite Equity Group of Arkansas, LLC, is requesting the vacation of portions of Conservation Easements within Summit Place Subdivision. These Conservation Easements are non-buildable areas and were created with the Replat of Phase 1 Summit Place for storm water control in relation to the detention pond size. The subject lots are now being re-platted with the Concurrent Plat of Lots 82-91, 93, 94, 96-98, 113-116, 120 & 121 to reduce the number of lots from 21 to 16 single family lots. This will reduce the density from 5.50 lots/ac to 4.19 lots/ac. This reduction in density will allow for the Conservation Easements to be reduced on the subject lots, while allowing the storm water detention pond to function as originally designed.

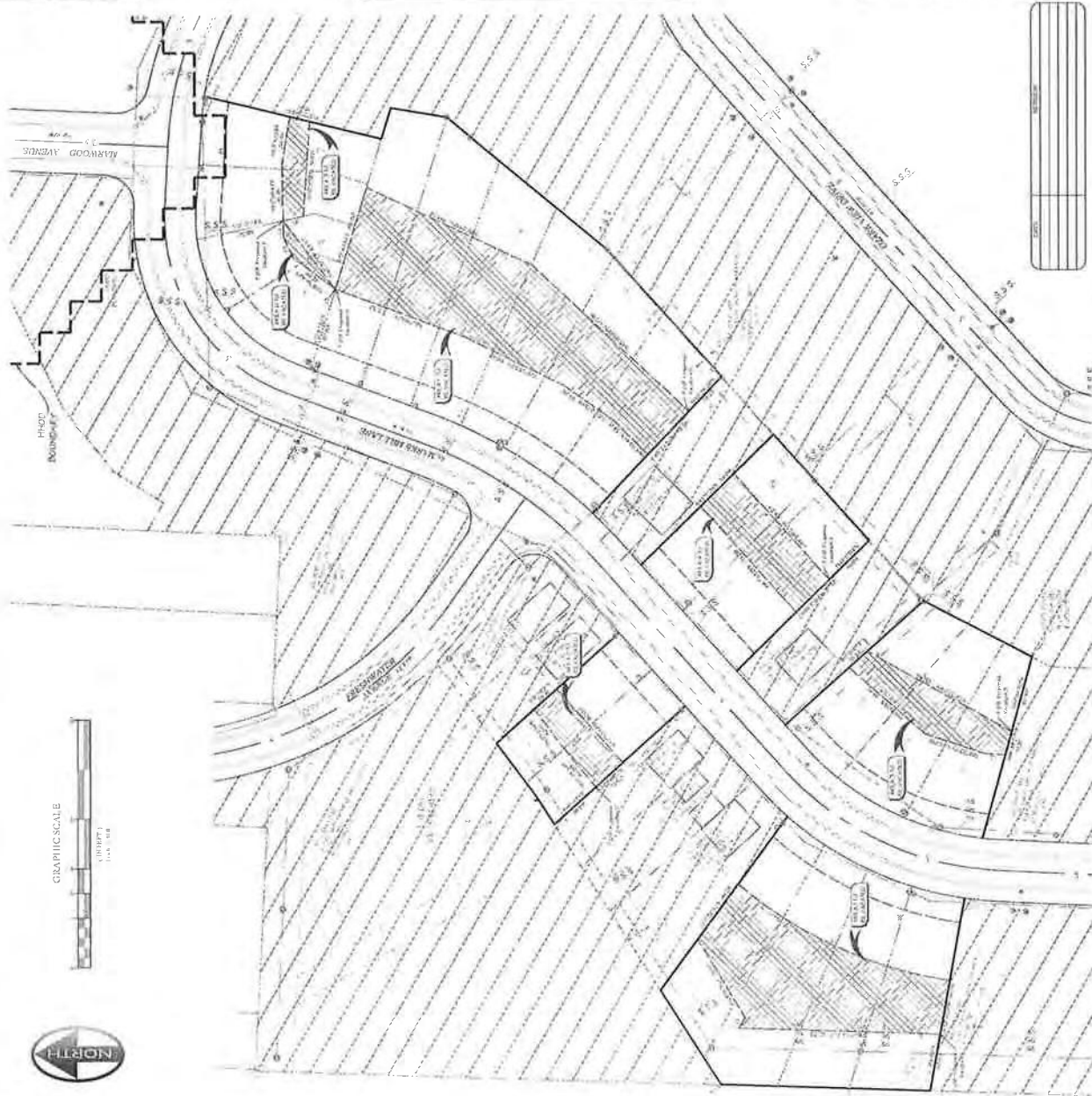
Sincerely,



Charlie Zardin
Blew & Associates, PA

GRAPHIC SCALE

(100 PT.)
(100 mm)

[illegible]

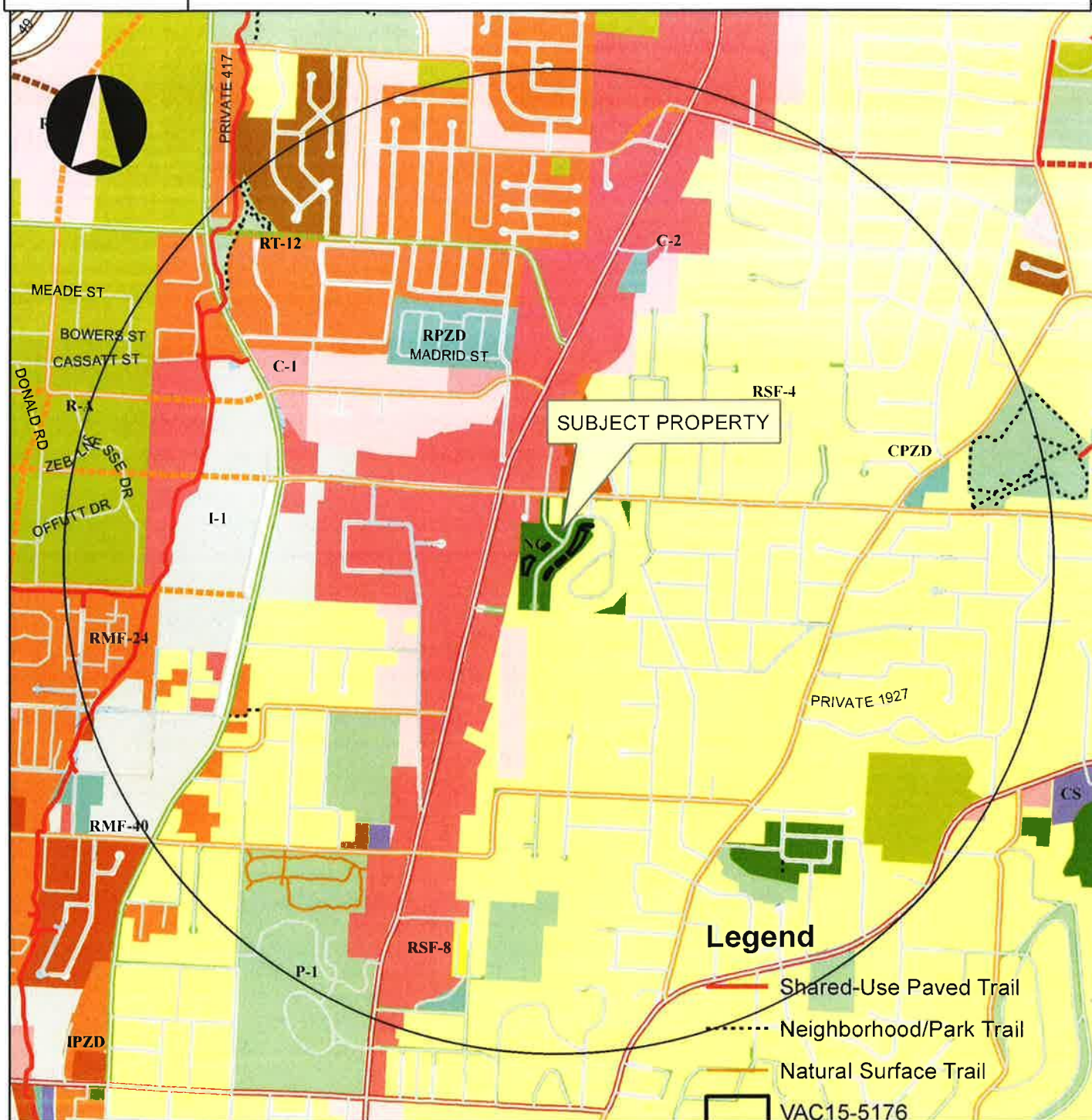
Test Table		
Test #	Length	Max/min
1.1	9.76	9.68-9.84
1.2	15.95	15.87-16.03
1.3	0.61	0.59-0.63
1.4	18.17	18.04-18.31
1.5	13.59	13.48-13.70
1.6	16.76	16.67-16.85

Curve	See 1 length	Radius	Drive length	Conoid length	Conoid depth
67	100.00	15.50	11.44	12.65	11.20

VAC15-5176

SUMMIT PLACE SD

One Mile View



Overview



Legend

Subject Property

Boundary

0 0.25 0.5



Legend

- Shared-Use Paved Trail
- - - Neighborhood/Park Trail
- Natural Surface Trail
- VAC15-5176

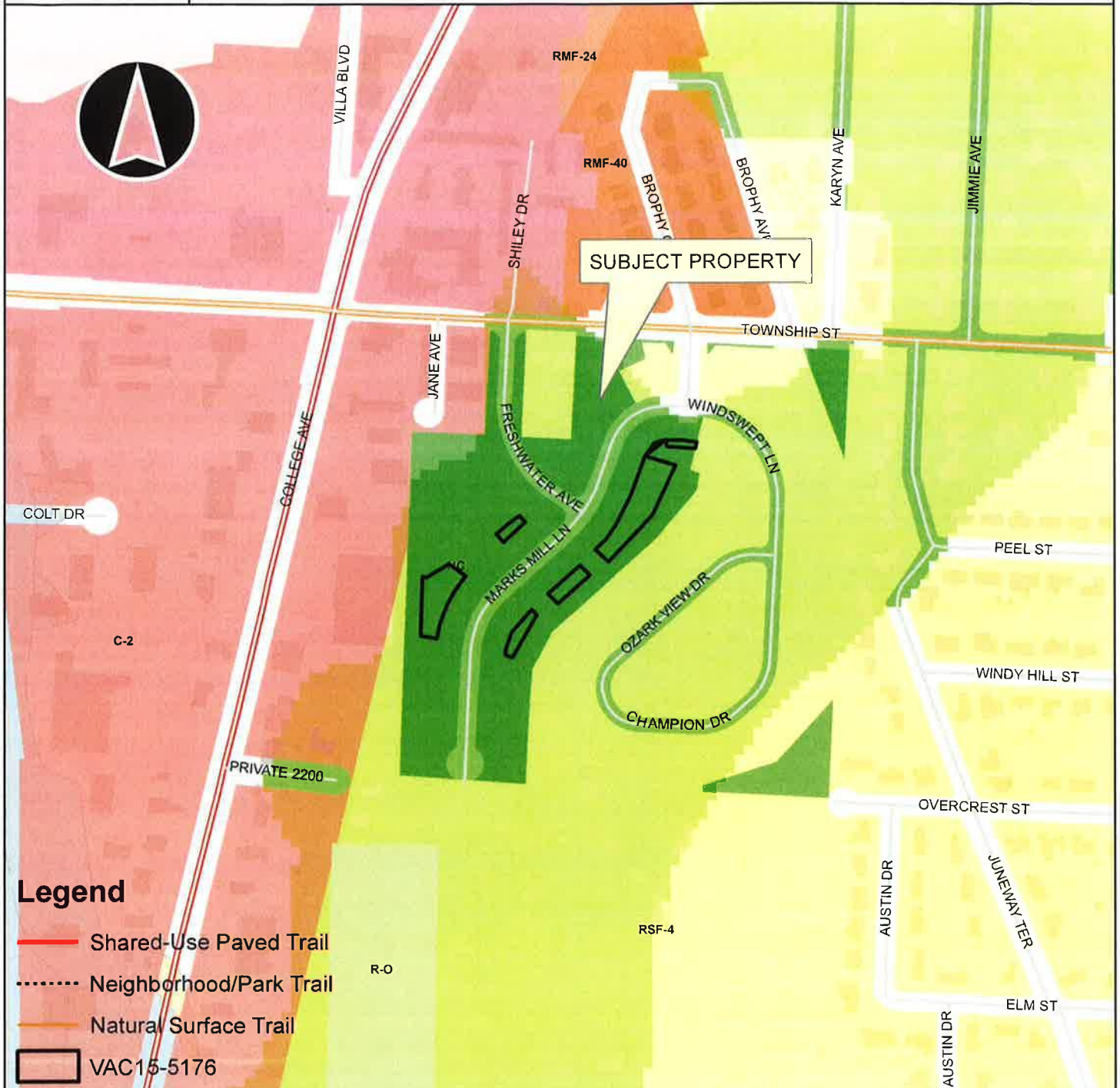
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville

1
Miles

VAC15-5176

SUMMIT PLACE SD

Close Up View



Legend

- Shared-Use Paved Trail
- - - - - Neighborhood/Park Trail
- Natural Surface Trail
- VAC15-5176

Overview Fayetteville City Limits

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

0 75 150 300 450 600
Feet

Planning Commission
September 14, 2015

Agenda Item 5
15-5176 Summit Place SD
Page 9 of 9



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 41 of 695

Text File

File Number: 2015-0439

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 11

VAC 15-5177 (1375 N. LEVERETT AVE./NOBLE OAKS APTS.):

AN ORDINANCE TO APPROVE VAC 15-5177 SUBMITTED BY JORGENSEN & ASSOCIATES, INC. FOR PROPERTY LOCATED AT 1375 N. LEVERETT AVENUE TO VACATE A PORTION OF A UTILITY EASEMENT

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

WHEREAS, the City Council has determined that the following described utility easement is not required for corporate purposes.

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

Section 1. The City Council of the City of Fayetteville, Arkansas hereby vacates the utility easement as described in Exhibit B attached hereto.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached hereto as Exhibit A shall be filed in the office of the Washington County Circuit Clerk.

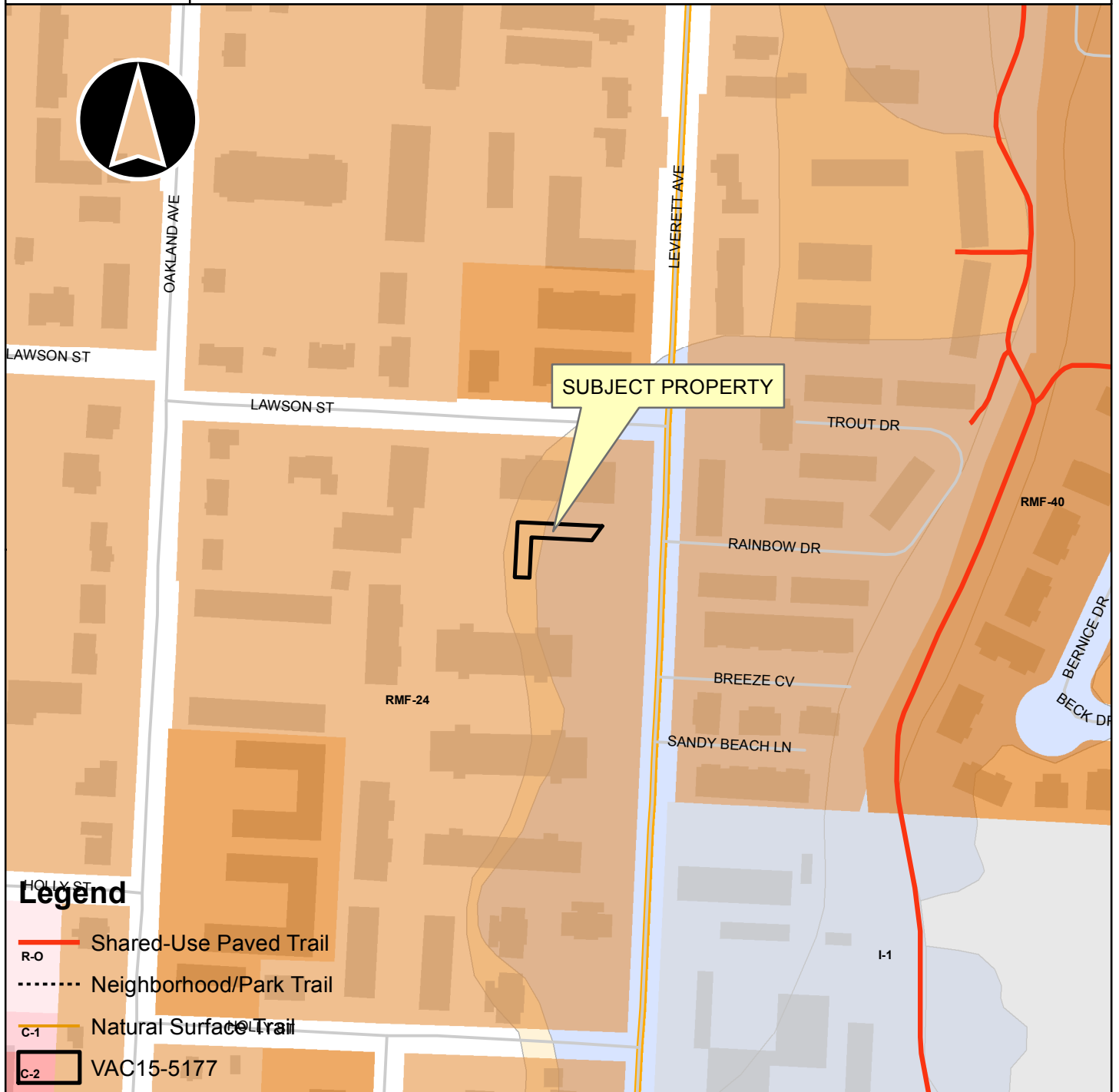
Section 3. This vacation approval is subject to the following conditions:

1. Existing utilities are required to be relocated and new easement dedicated as required by the franchise utilities prior to this vacation taking effect.
2. Any costs associated with relocation of or damage to utilities and new easement dedication shall be at the expense of the owner or developer.

VAC15-5177

Close Up View

NOBLE OAKS APTS.



Legend

- Shared-Use Paved Trail (R-O)
- Neighborhood/Park Trail
- Natural Surface Trail (C-1)
- VAC15-5177 (C-2)

Overview

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

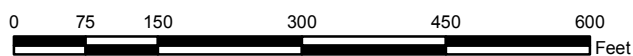


EXHIBIT 'B'
15-5177

COMMENCING AT THE NORTHEAST CORNER OF ABOVE DESCRIBED PROPERTY, THENCE WEST 53.01 FEET, THENCE S33°11 '20"E 23.90 FEET TO THE POINT OF BEGINNING; THENCE EAST 23.90 FEET, THENCE S33°11 '20"E 89.62 FEET, THENCE WEST 56.37 FEET, THENCE NORTH 20.00 FEET, THENCE EAST 45.55 FEET, THENCE N33°11'20"W 65.72 FEET TO THE POINT OF BEGINNING, CONTAINING 2,573 SQUARE FEET, MORE OR LESS.

City of Fayetteville Staff Review Form

2015-0439

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

9/18/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 15-5177: Vacation (1375 N. LEVERETT AVE./NOBLE OAKS APTS., 405): Submitted by JORGENSEN & ASSOCIATES, INC. for property located at 1375 N. LEVERETT AVE. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 0.31 acres. The request is to vacate a portion of a utility easement.

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 OCTOBER 6, 2015

TO: Fayetteville City Council

FROM: Quin Thompson, Current Planner

THRU: Andrew Garner, City Planning Director

DATE: September 15, 2015

SUBJECT: **VAC 15-5177: Vacation (1375 N. LEVERETT AVE./NOBLE OAKS APTS., 405):** Submitted by JORGENSEN & ASSOCIATES, INC. for property located at 1375 N. LEVERETT AVE. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 0.31 acres. The request is to vacate a portion of a utility easement.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to vacate a portion of an existing utility easement, with the following conditions:

1. Existing utilities are required to be relocated and new easement dedicated as required by the franchise utilities prior to this vacation taking effect.
2. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

BACKGROUND:

The property is located west of Leverett Avenue and contains the Noble Oaks apartment complex. The applicant has requested vacation of a portion of utility easement.

DISCUSSION:

On September 14, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 7-0-1 (Commissioner Hoskins recused).

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance
Exhibit A
Exhibit B
Planning Commission Staff Report

UTILITY APPROVAL FORM

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

DATE: May, 2015

UTILITY COMPANY: City of Fayetteville Water & Sewer

APPLICANT NAME: Mike Sweetser

APPLICANT PHONE: 442-9127 (Engineer)

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 NOBLE OAKS APARTMENTS / 821
W. LAWSON ST.

☒ (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

WATER & SEWER OPERATIONS MANAGER
Title

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~September 14, 2015~~ **UPDATED 9-16-2015**

SUBJECT: **VAC 15-5177: Vacation (1375 N. LEVERETT AVE./NOBLE OAKS APTS., 405):** Submitted by JORGENSEN & ASSOCIATES, INC. for property located at 1375 N. LEVERETT AVE. The property is zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contains approximately 0.31 acres. The request is to vacate a portion of a utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5177** with conditions of approval.

BACKGROUND:

The property is located west of Leverett Avenue and contains the Noble Oaks apartment complex.

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	Multi-family Residential	RMF-24
South	Multi-family Residential	RMF-24
East	Multi-family Residential	RMF-24
West	Multi-family Residential	RMF-24

Proposal: The applicant proposes vacation of a portion of platted utility easement containing approximately 2,753 square feet to allow development of an apartment in this area.

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 with conditions

Source Gas

No objections

AT&T No objections with conditions

Ozarks Electric No objections

CITY OF FAYETTEVILLE

RESPONSE

Water/Sewer No Response

Trash & Recycling N/A

Transportation No objections

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding CCP 15-5177 with the following conditions:

Conditions of Approval:

1. Water and Sewer department approval must be provided prior to the item being placed on the City Council agenda
2. Existing utilities are required to be relocated and new easement dedicated as required by the franchise utilities prior to this vacation taking effect.
3. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

Planning Commission Action: ☐ Approved ☒ Forwarded ☐ Denied

Meeting Date: September 14, 2015

Motion: **CHESSER**

Second: **COOK**

Vote: **7-0-1, HOSKINS RECUSED; ITEM PASSED ON CONSENT AGENDA**

BUDGET/STAFF IMPACT:

None.

Attachments:

- Petition to Vacate
- Adjacent landowners approval
- Utility Approvals
- Easement Vacation Exhibit

- One Mile Map
- Close Up Map



124 W. Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

8/05/2015

City of Fayetteville
113 W. Mountain St
Fayetteville, AR 72701

Att: Planning Dept.
Re: Easement Vacation (Sweetser)

Attached please find information pertaining to an easement vacation. An apartment is planned in a portion of this area. An easement has been granted for the re-route. This is at Noble Oaks Apartments.

Please call concerning any questions you may have.

Thank you.

Sincerely,



David L. Jorgensen, P.E.

PETITION

PETITION TO VACATE AN EASEMENT LOCATED IN THE CITY OF FAYETTEVILLE, ARKANSAS.

TO: 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 City of Fayetteville, Arkansas, a municipal corporation, petition to vacate said easement which is described as follows:

(SEE ATTACHED)

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

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

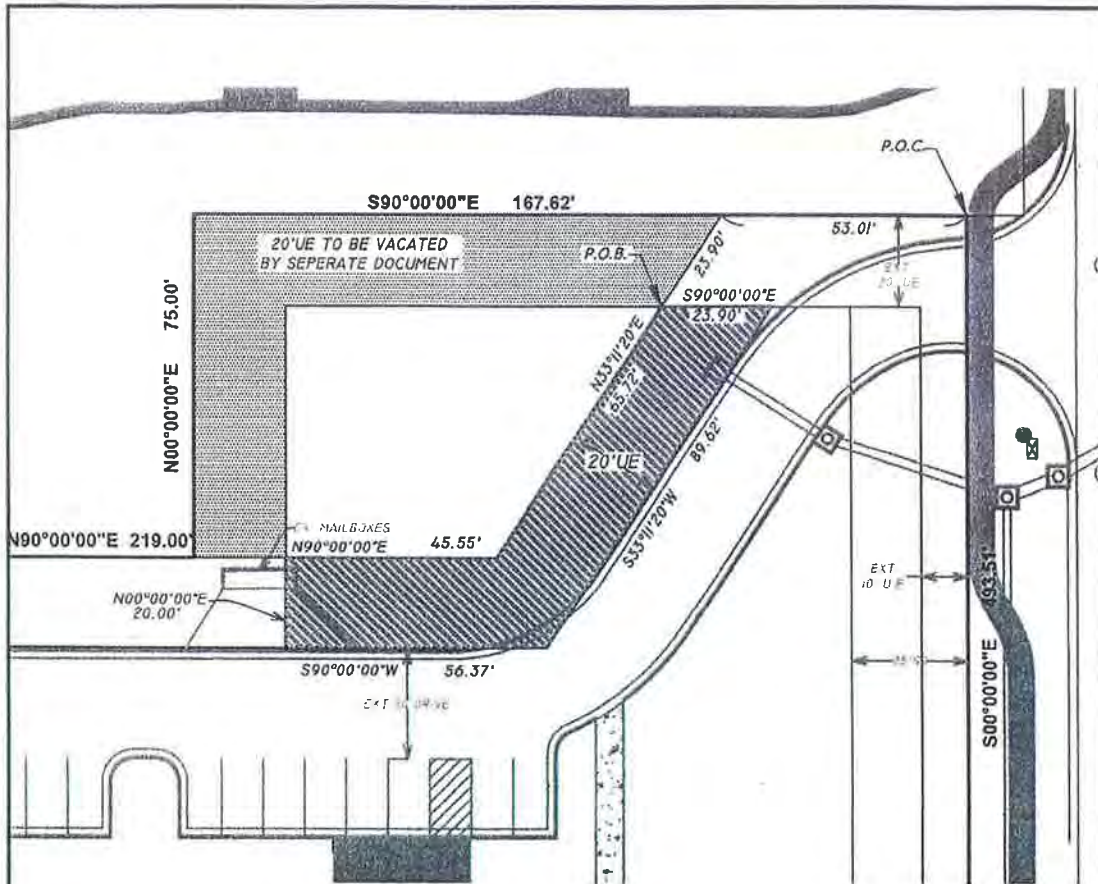
WHEREFORE, the undersigned petitioners request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that the title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that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

Date this 4th day of Aug, 2015.

Mike Sweetser
Printed Name

Signature





LEGAL DESCRIPTION: (UTILITY EASEMENT)
COMMENCING AT THE NORTHEAST CORNER OF ABOVE
DESCRIBED PROPERTY, THENCE WEST 53.01 FEET, THENCE
S33°11'20\"E 23.90 FEET TO THE POINT OF BEGINNING; THENCE
EAST 23.90 FEET, THENCE S33°11'20\"E 89.62 FEET, THENCE
WEST 56.37 FEET, THENCE NORTH 20.00 FEET, THENCE EAST
45.55 FEET, THENCE N33°11'20\"W 65.72 FEET TO THE POINT OF
BEGINNING, CONTAINING 2,573 SQUARE FEET, MORE OR LESS.



LEGEND

×	CALCULATED POINT
○	SET IRON PIN
⊙	POWER POLE
—	EXISTING WATERLINE
—	CENTERLINE STREET
—	UTILITY EASEMENT
—	5' SIDEWALK
XXXXXX	UTILITY EASEMENT
XXXXXX	UTILITY EASEMENT



JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

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

SCALE: 1"=30'

DATE REVISED

CHECKED BY:

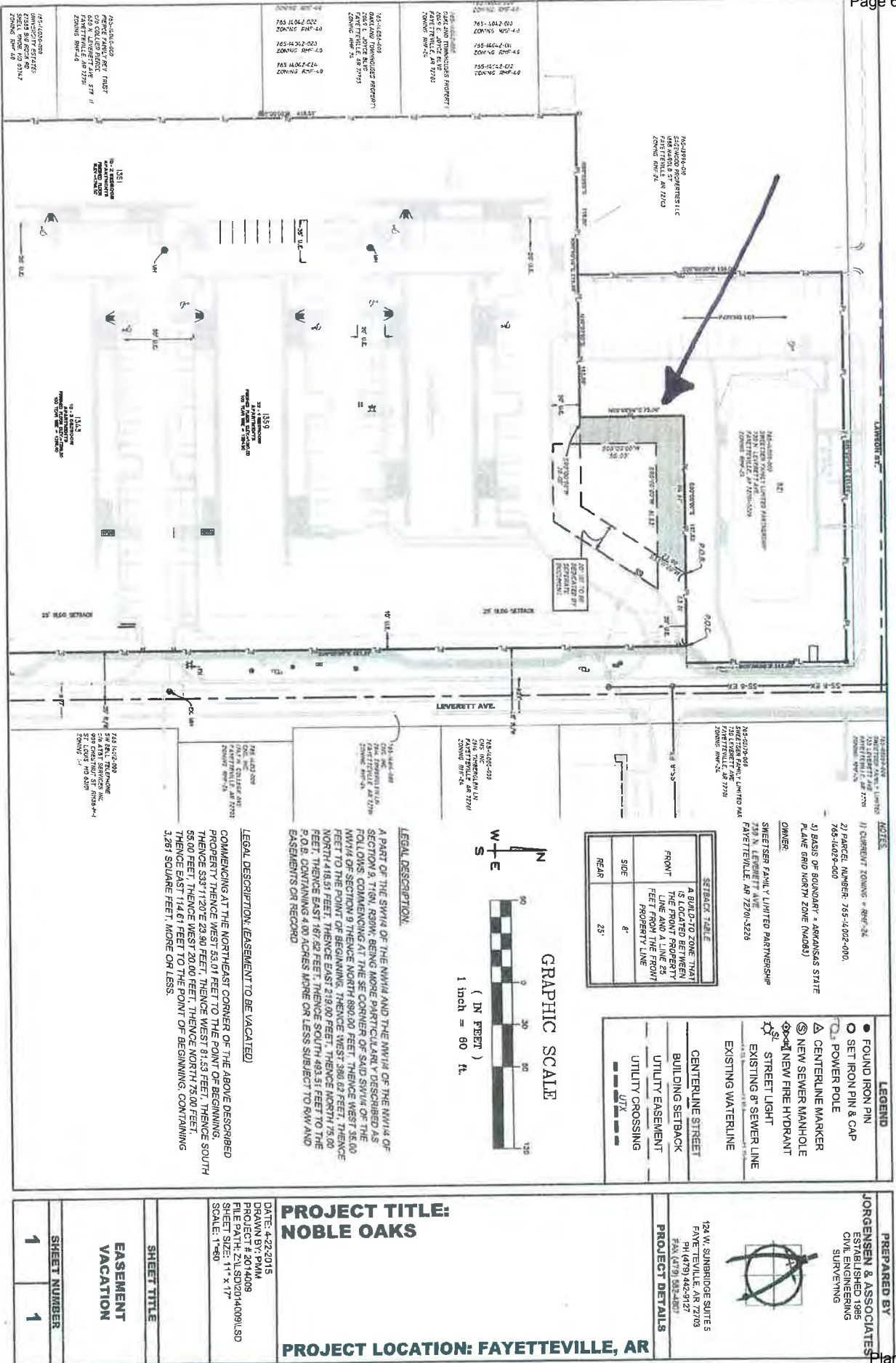
DRAWN BY: PMM

DATE: 22APRIL15

DLJ

Z:\LSD\2014009\LSD

**UTILITY EASEMENT
EXHIBIT "A"**



UTILITY APPROVAL FORM

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

DATE: July May, 2015
UTILITY COMPANY: Cox Communications
APPLICANT NAME: Mike Sweetser APPLICANT PHONE: 442-9127 (Engineer)
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:

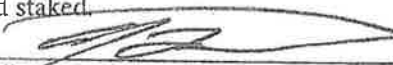
General location / Address Noble Oaks Project# 2014009 Lawson & Leverett

- ☐ (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:
Relocation costs must be paid and facilities must be relocated into new easement before this.
easement can be vacated. Typical relocate time is 90 days from paid invoice. New easement must be
surveyed and staked.


Signature of Utility Company Representative

CONSTRUCTION MANAGER
Title

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

DATE: May, 2015

UTILITY COMPANY: OZARKS Electric

APPLICANT NAME: Mike Sweetser APPLICANT PHONE: 442-9127 (Engineer)

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 _____

☐ (*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:

Greg McGee 5-27-2015
Signature of Utility Company Representative

Lead Staking Tech
Title

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

DATE: May, 2015
UTILITY COMPANY: AEP/SWEPCO
APPLICANT NAME: Mike Sweetser APPLICANT PHONE: 442-9127 (Engineer)
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 _____

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

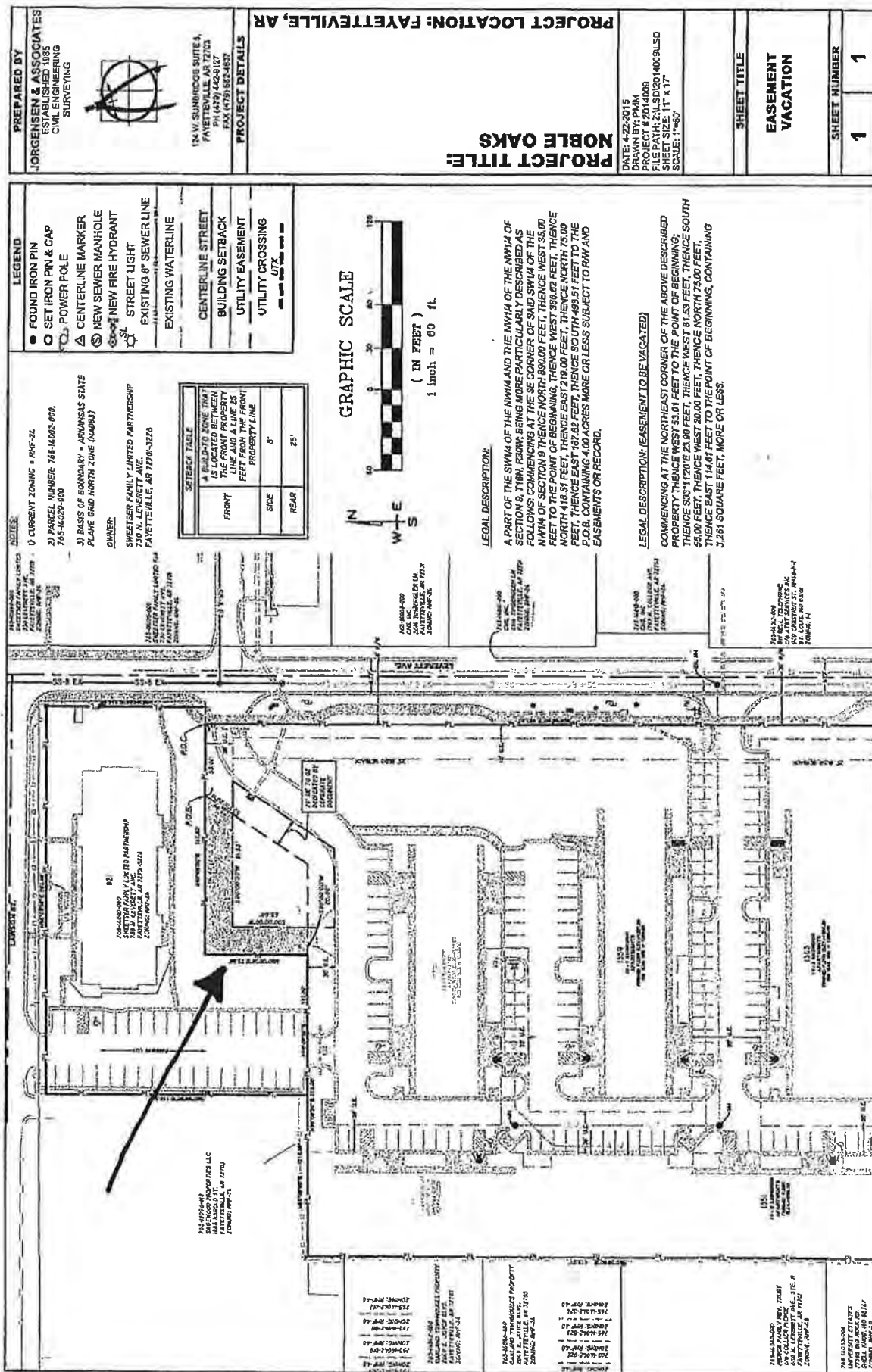
UTILITY COMPANY COMMENTS:

- ☐ 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:
The proposed easement as shown on the vacation drawing
is obtained and Mr. Sweetser pays SWEPCO for the relocation.

Joshua Boyer
Signature of Utility Company Representative

Distribution Engineer
Title



UTILITY APPROVAL FORM

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

DATE: May, 2015

UTILITY COMPANY: Source Gas

APPLICANT NAME: Mike Sweeter

APPLICANT PHONE: 442-9127 (Engineer)

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 _____

- ☐ (*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:

Brian Deft
Signature of Utility Company Representative

Supervisor - Division Operations
Title

UTILITY APPROVAL FORM

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

DATE: May, 2015

UTILITY COMPANY: City Of Fayetteville Transportation (Engineer)

APPLICANT NAME: Mike Sweetser APPLICANT PHONE: 442-9127

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 _____

- ☐ (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:

Terry J. Mulley
Signature of Utility Company Representative

Transportation Director
Title

UTILITY APPROVAL FORM

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

DATE: July, 2015

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Mike Sweetser

APPLICANT PHONE: 442-9127 (Engineer)

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 Noble Oaks Project# 2014009 Lawson & Leverett

☐ (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:
Relocation costs must be paid and facilities must be relocated into new easement before this.

easement can be vacated. Typical relocate time is 90 days from paid invoice. New easement must be surveyed and staked.

Signature of Utility Company Representative

CONSTRUCTION MANAGER

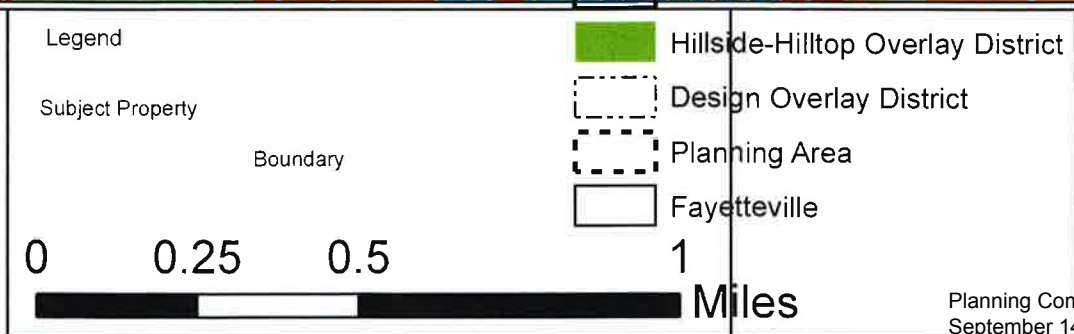
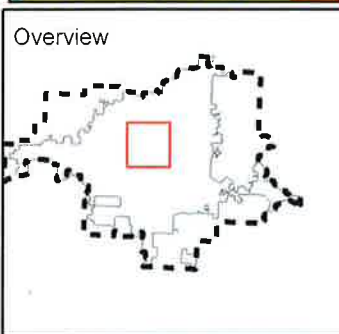
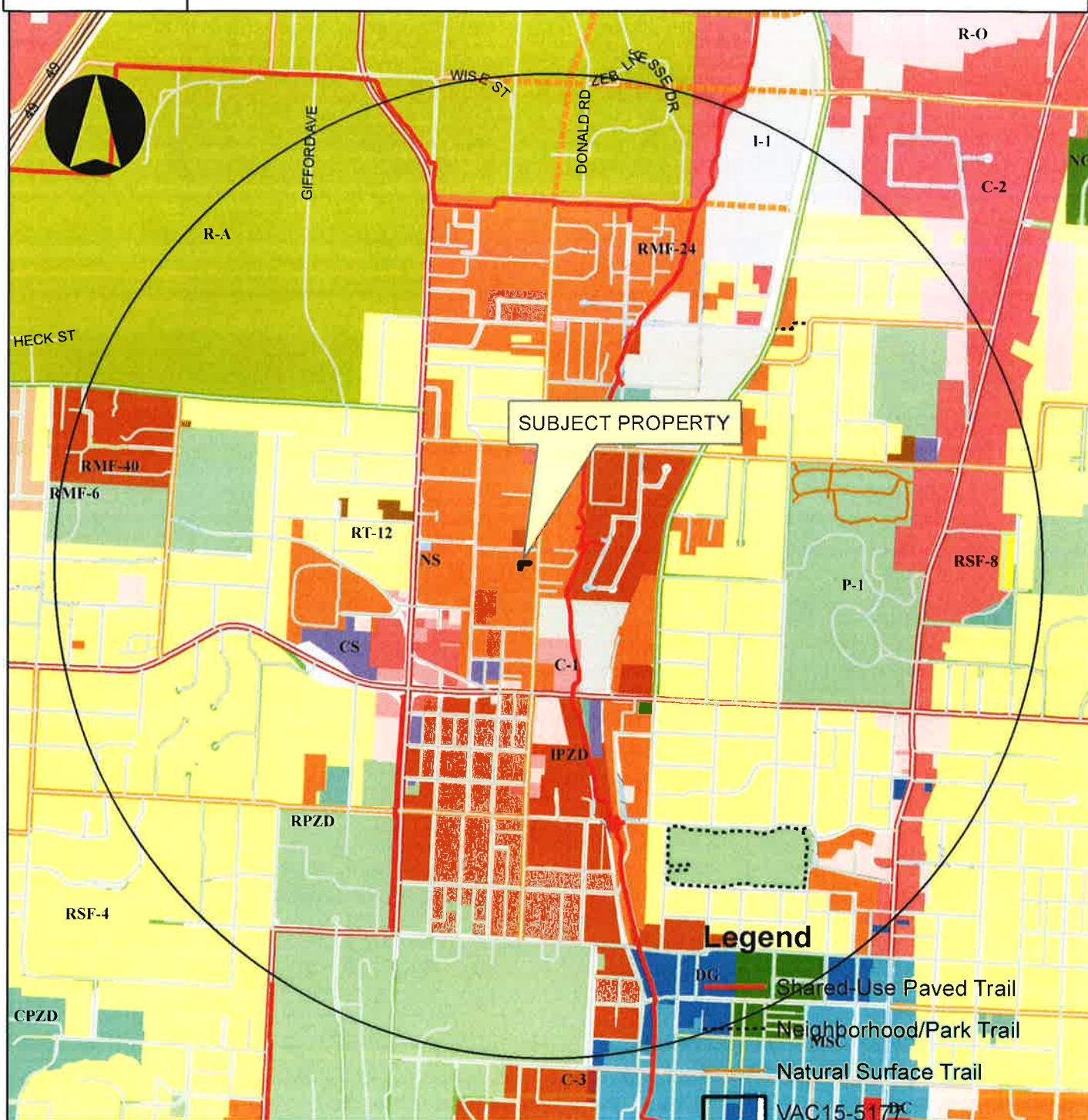
Title

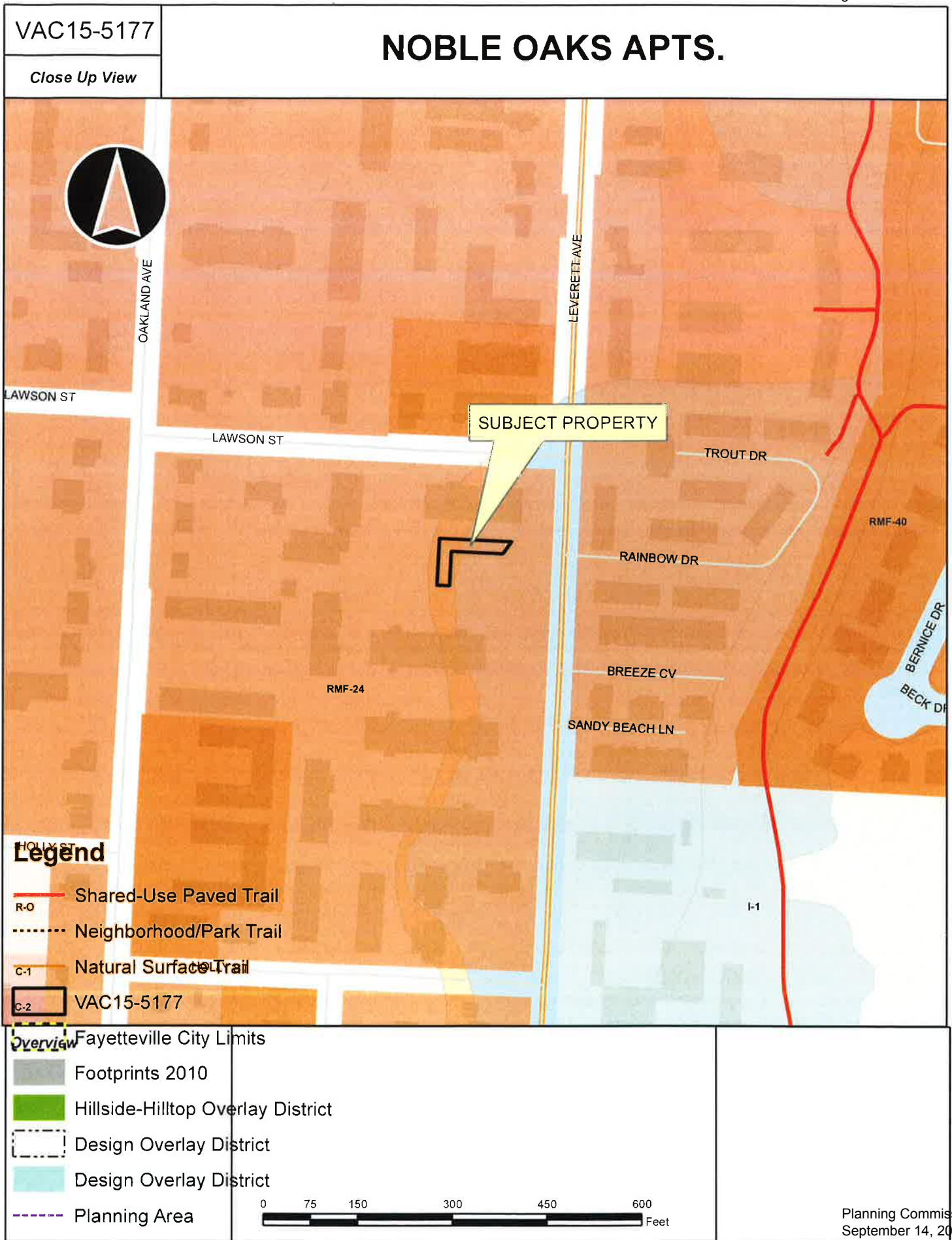
December 2014
Page 5

VAC15-5177

NOBLE OAKS APTS.

One Mile View







City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 63 of 695

Text File

File Number: 2015-0443

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 12

VAC 15-5178 (SW CORNER JOYCE & STEELE BLVDS./CMN LOTS 3 & 4):

AN ORDINANCE TO APPROVE VAC 15-5178 SUBMITTED BY JORGENSEN & ASSOCIATES, INC. FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF JOYCE & STEELE BOULEVARDS TO VACATE PORTIONS OF UTILITY, DRAINAGE AND TRAIL 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 utility, drainage and trail easements are not required for corporate purposes.

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

Section 1. The City Council of the City of Fayetteville, Arkansas hereby vacates the utility, drainage and trail easements as described in Exhibit B attached hereto.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached hereto as Exhibit A shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval is subject to the following conditions:

1. A 25' foot utility easement shall be retained on the south side of Lot 4.
2. Any relocation or damage to utilities and associated new easement dedication shall be at the expense of the owner or developer.

EXHIBIT 'A'

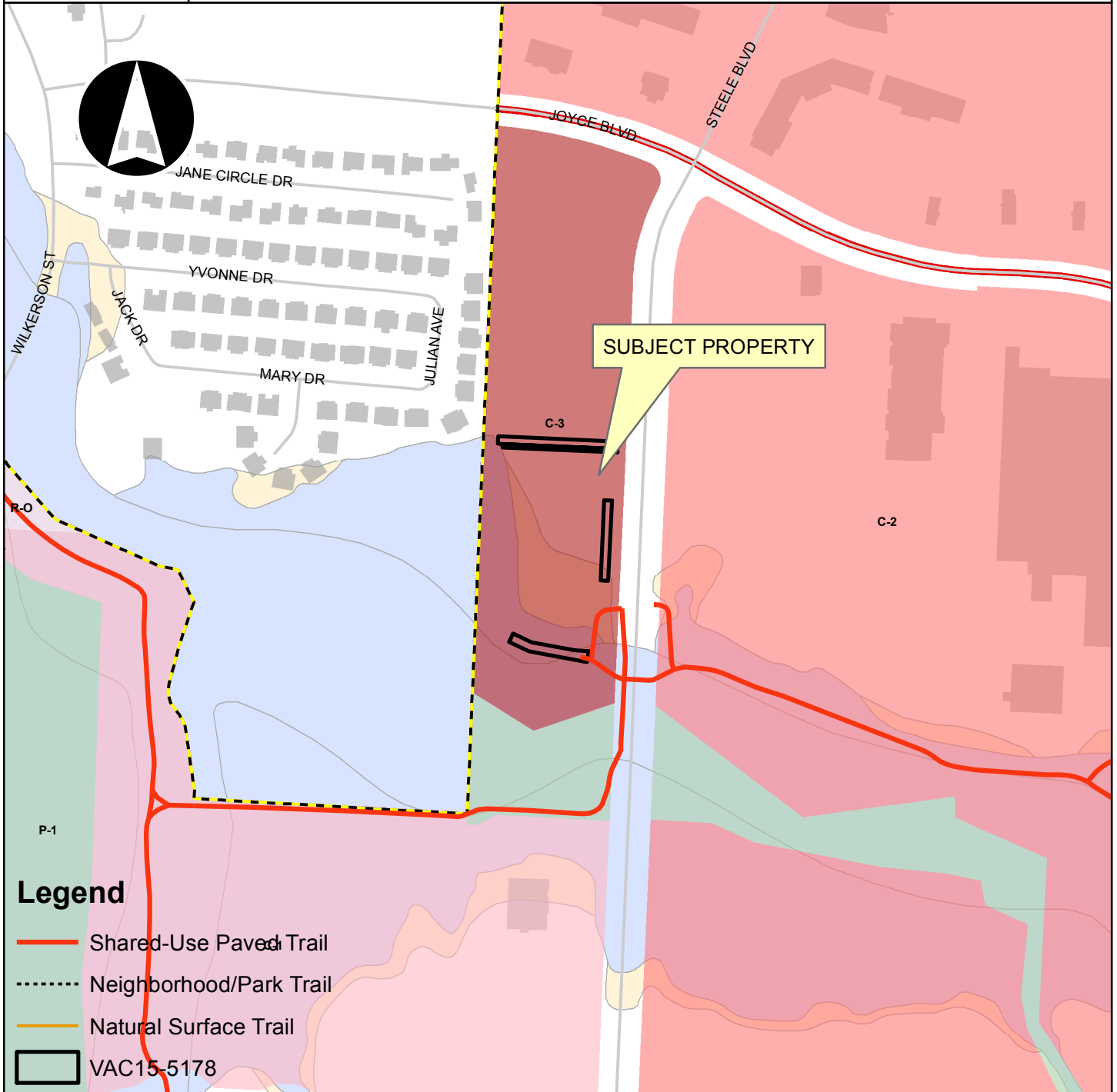
15-5178

Tentative Agenda
Page 664 of 695

VAC15-5178

CMN LOTS 3 & 4

Close Up View



Legend

- Shared-Use Paved Trail
- - - Neighborhood/Park Trail
- Natural Surface Trail
- VAC15-5178

Fayetteville City Limits

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

- - - Planning Area

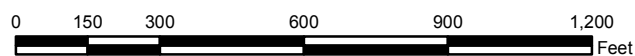


EXHIBIT 'B'

15-5178

LOT 3 Easement to be Vacated

A part of the NW1/4 of the NW1/4 of Section 26, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said NW1/4, NW1/4, thence S02°28'46"W 534.15 feet, thence S87°31'14"E 40.00 feet to the POINT OF BEGINNING, thence N02°28'46"E 20.00 feet, thence S87°31'14"E 325.00 feet, thence S02°28'46"W 20.00 feet, thence N87°31'14"W 325.00 feet to the POINT OF BEGINNING: Containing 6,500 square feet or 0.15 acres more or less.

LOT 4 Easements to be Vacated

DRAINAGE EASEMENT TO BE VACATED:

A part of the NW1/4 of the NW1/4 of Section 26, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said NW1/4, NW1/4, thence S02°28'46"W 534.15 feet, thence S87°31'14"E 52.73 feet to the POINT OF BEGINNING; thence S87°31'14"E 312.26 feet, thence S02°28'46"W 10.00 feet, thence N87°31'14"W 311.25 feet, thence N03°16'31"W 10.05 feet to the POINT OF BEGINNING: Containing 3,117.54 square feet or 0.07 acres more or less subject to easements and right of way of record.

UTILITY & DRAINAGE EASEMENT TO BE VACATED:

A part of the NW1/4 of the NW1/4 of Section 26, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said NW1/4, NW1/4, thence S02°28'46"W 534.15 feet, thence S87°31'14"E 385.00 feet, thence S02°28'46"W 140.76 feet, thence N87°31'14"W 29.68 feet to the POINT OF BEGINNING, thence S02°32'06"W 217.22 feet, thence N87°31'14"W 20.11 feet, thence N02°28'46"E 217.22 feet, thence S87°31'14"E 20.32 feet to the POINT OF BEGINNING: Containing 4,391.17 square feet or 0.10 acres more or less.

TRAIL EASEMENT TO BE VACATED:

A part of the NW1/4 of the NW1/4 of Section 26, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NW Corner of said NW1/4, NW1/4, thence S02°28'46"W 1,028.90 feet, thence S64°20'22"E 101.96 feet to the POINT OF BEGINNING, thence N25°39'38"E 25.01 feet, thence S64°19'28"E 56.18 feet, thence S79°31'03"E 120.11 feet, thence S87°31'14"E 36.07 feet, thence S08°45'24"W 30.04 feet, thence N79°31'03"W 160.06 feet, thence N64°20'22"W 59.51 feet to the POINT OF BEGINNING: Containing 5,488.08 square feet or 0.13 acres more or less.

City of Fayetteville Staff Review Form

2015-0443

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

9/18/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 15-5178: Vacation (SW CORNER JOYCE & STEELE BLVDS./CMN LOTS 3 & 4, 173): Submitted by JORGENSEN & ASSOCIATES, INC. for property located at SW CORNER JOYCE & STEELE BLVDS. The property is zoned C-3, CENTRAL COMMERCIAL and contains approximately 14.03 acres. The request is to vacate a portion of a utility easement.

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 OCTOBER 6, 2015

TO: Fayetteville City Council

FROM: Andrew Garner, City Planning Director
Chris Brown, City Engineer

DATE: September 15, 2015

SUBJECT: **VAC 15-5178: Vacation (SW CORNER JOYCE & STEELE BLVDS./CMN LOTS 3 & 4, 173):** Submitted by JORGENSEN & ASSOCIATES, INC. for property located at SW CORNER JOYCE & STEELE BLVDS. The property is zoned C-3, CENTRAL COMMERCIAL and contains approximately 14.03 acres. The request is to vacate portions of utility, drainage, and trail easements.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to vacate portions of existing utility, drainage, and trail easement with the following conditions:

1. A 25' foot utility easement shall be retained on the south side of Lot 4.
2. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense

BACKGROUND:

The property is located on the southwest corner of Joyce and Steele Boulevards. The Uptown development of mixed residential and commercial retail was approved for this property in 2014; construction has not yet begun (LSD 14-4860, ADM 15-5051, ADM 15-4945).

DISCUSSION:

On September 14, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 7-0-1 (Commissioner Hoskins recused).

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance
Exhibit A
Exhibit B
Planning Commission Staff Report

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

DATE: 9-17-2015

UTILITY COMPANY: City of Fayetteville, Transportation Division

APPLICANT NAME: Jared Inman APPLICANT PHONE: 479-442-9127

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

☒ 25' MULTI-USE TRAIL 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 SW corner of Joyce & Steele. Lot 3 & 4 of CMN Business Park II. Across from Academy Sports and Malco Theater.

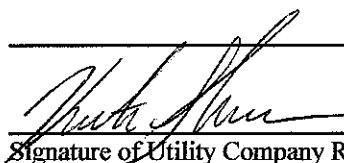
☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

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
Signature of Utility Company Representative

Assistant Transportation Manager
Title

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~September 14, 2015~~ **UPDATED 9-16-2015**

SUBJECT: **VAC 15-5178: Vacation (SW CORNER JOYCE & STEELE BLVDS./CMN LOTS 3 & 4, 173):** Submitted by JORGENSEN & ASSOCIATES, INC. for property located at SW CORNER JOYCE & STEELE BLVDS. The property is zoned C-3, CENTRAL COMMERCIAL and contains approximately 14.03 acres. The request is to vacate a portion of a utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5178** with conditions of approval.

BACKGROUND:

The property is located on the southwest corner of Joyce and Steele Boulevards. The Uptown development of mixed residential and commercial retail was approved for this property in 2014; construction has not yet begun (LSD 14-4860, ADM 15-5051, ADM 15-4945).

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	Commercial	C-2
South	Undeveloped/Skull Creek Trail	P-1
East	Commercial	C-2
West	Single-family Residential	N/A- City of Johnson

Proposal: The applicant proposes vacation of portions of 4 platted easements, including a portion of 2 drainage easements, a utility easement, and a portion of trail easement.

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

Cox Communications

AEP/SWEPCO

RESPONSE

No objections with conditions

No objections with conditions

Source Gas No objections with conditions

AT&T No objections

Ozarks Electric No objections

CITY OF FAYETTEVILLE

RESPONSE

Water/Sewer No objections

Trash & Recycling NA

Transportation No Response

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding VAC 15-5178 with the following conditions:

Conditions of Approval:

1. Transportation department approval must be provided prior to the item being placed on the City Council agenda.
2. A 25' foot utility easement shall be retained on the south side of Lot 4.
3. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense

Planning Commission Action: ☐ Approved ☒ Forwarded ☐ Denied

Meeting Date: September 14, 2015

Motion: **CHESSER**

Second: **COOK**

Vote: **7-0-1, HOSKINS RECUSED; ITEM PASSED ON CONSENT AGENDA**

BUDGET/STAFF IMPACT:

None.

Attachments:

- Request Letter
- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibit

- One Mile Map
- Close Up Map



124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479 442 9127
Fax: 479 582 4807
www.jorgensenassoc.com

August 31, 2015

Quin Thompson
124 W Mountain St
Fayetteville, AR 72701

Dear Quin,

Please accept the descriptions below and attached exhibit to provide supplemental information to the submittal packet regarding VAC 15-5178.

Drainage Easement (split on the property line of Lots 3 & 4):

This 30' drainage easement is currently being utilized as a swale to direct runoff from the north to the west and eventually south to the wetland and creek. The need for this swale will not be warranted with the new construction as there will be drainage structures (curb & gutter, inlets, piping, etc.) directing discharge through the development to this area.

UE & Drainage Easement (east side of Lot 4 against Steele Blvd.):

This easement is being vacated to accommodate a new building. The water line in this location is going to be re-routed and a new easement provided. The drainage portion of this easement was for a swale directed south to existing flared end sections. This swale will be removed and drainage redirected.

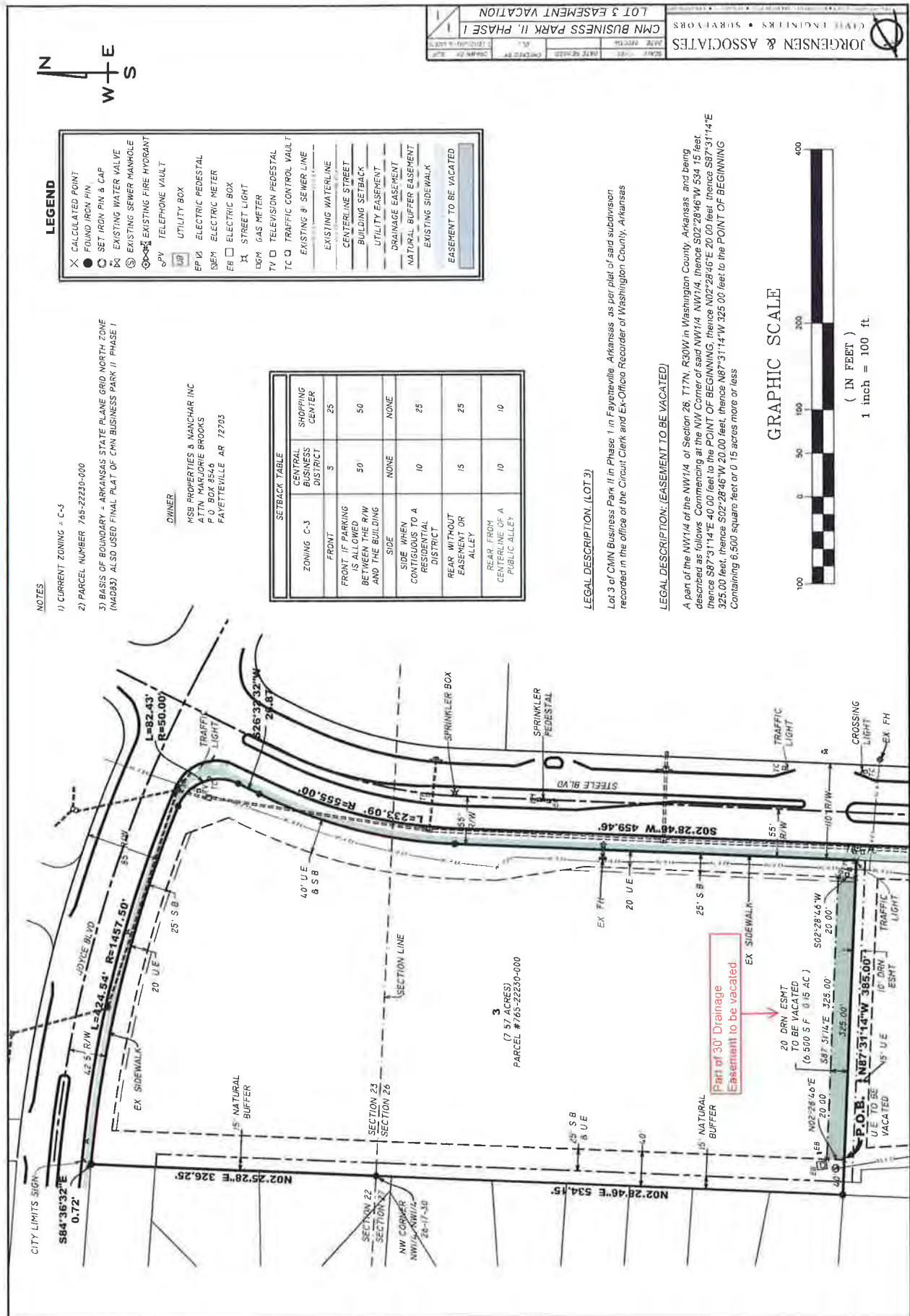
Multi-Trail Easement (southern portion of Lot 4)

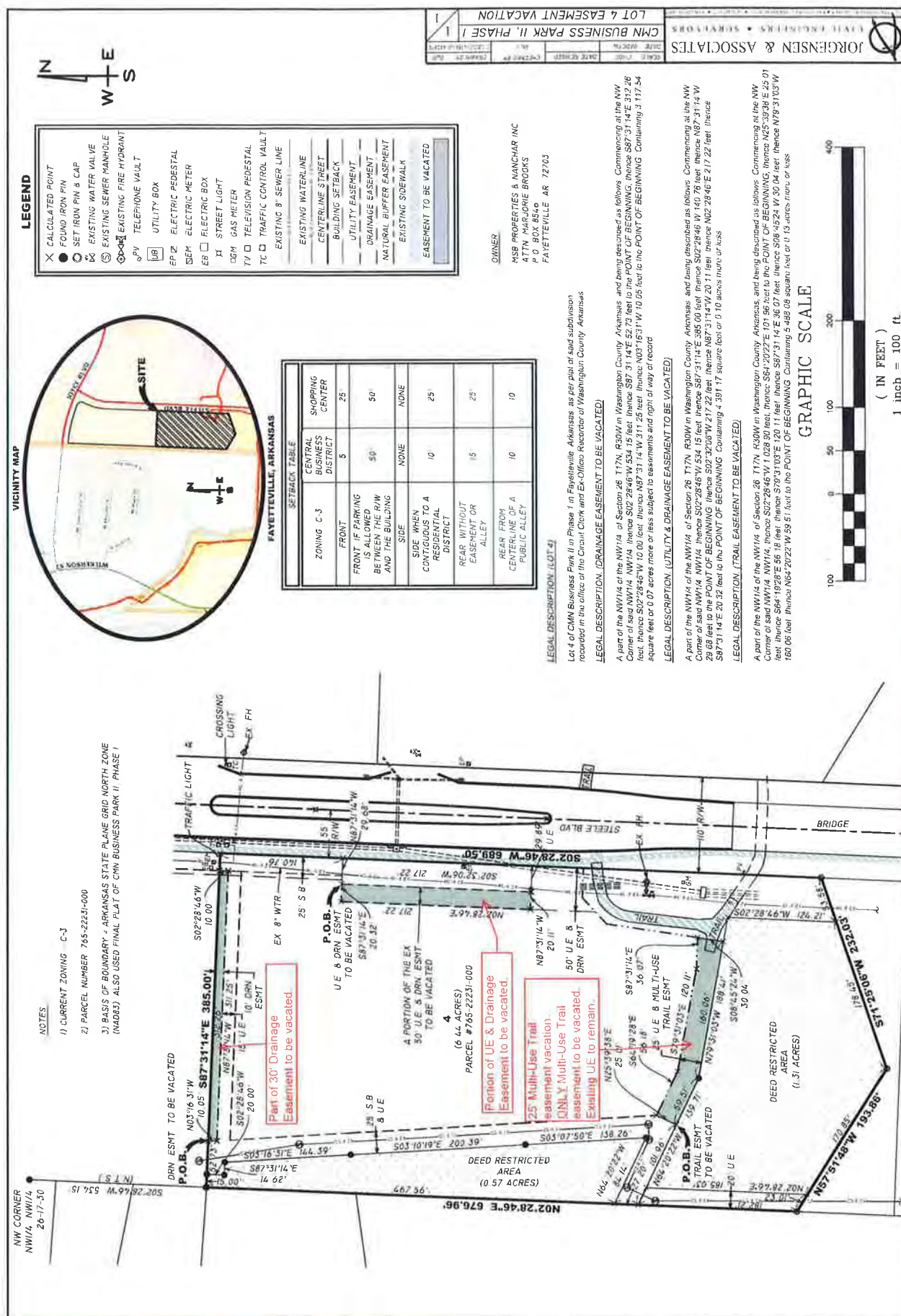
This use of the easement is being vacated due to the fact that the trail has already been re-routed in this area and this portion of the trail easement is not warranted. A 25' U.E. will remain in this area for the existing underground electric and future use of other utilities.

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

Sincerely,

Jared S. Inman, PE





**PETITION TO VACATE EASEMENTS LOCATED IN THE CITY OF FAYETTEVILLE,
ARKANSAS**

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

On behalf of the owners of the real estate found on the attached Easement Vacation Plat (Parcels 765-22230-000 and 765-22231-000), we are requesting that the existing easements as called on the aforementioned plat, be abandoned and vacated; lying in the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate said Easements which are shown on the attached Easement Vacation Plat.

(SEE ATTACHED)

The petitioners kindly ask that the City of Fayetteville, Arkansas, abandon and vacate the described real estate as called out on the Easement Vacation Plat, subject, however, to the existing utility easements as required, and that the described real estate be used for their respective benefit and purpose as now approved by law.

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

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

Dated this 5th day of July, 2015

Jeremy Hudson
Printed Name

[Signature]
Signature

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

DATE: 08/11/2015

UTILITY COMPANY: SourceGas

APPLICANT NAME: _____ APPLICANT PHONE: _____

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 SW corner of Joyce & Steele. Lot 3 & 4 of CMN Business Park II. Across from Academy Sports and Malco Theater.

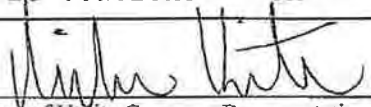
☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

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:

Any relocations of existing gas main will be at developers expense


Signature of Utility Company Representative

Supervisor - Operation
Title

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

DATE: 8-5-15

UTILITY COMPANY: OZARKS ELECTRIC COOP

APPLICANT NAME: _____ APPLICANT PHONE: _____

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 SW corner of Joyce & Steele. Lot 3 & 4 of CMN Business Park II. Across from Academy Sports and Malco Theater.

☒ (*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 Phillips
Signature of Utility Company Representative

SYSTEM STAKING TECH
Title

UTILITY APPROVAL FORM

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

DATE: 8/6/15

UTILITY COMPANY: SWEPCO

APPLICANT NAME: _____ APPLICANT PHONE: _____

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 SW corner of Joyce & Steele. Lot 3 & 4 of CMN Business Park II. Across from Academy Sports and Malco Theater.

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

UTILITY COMPANY COMMENTS:

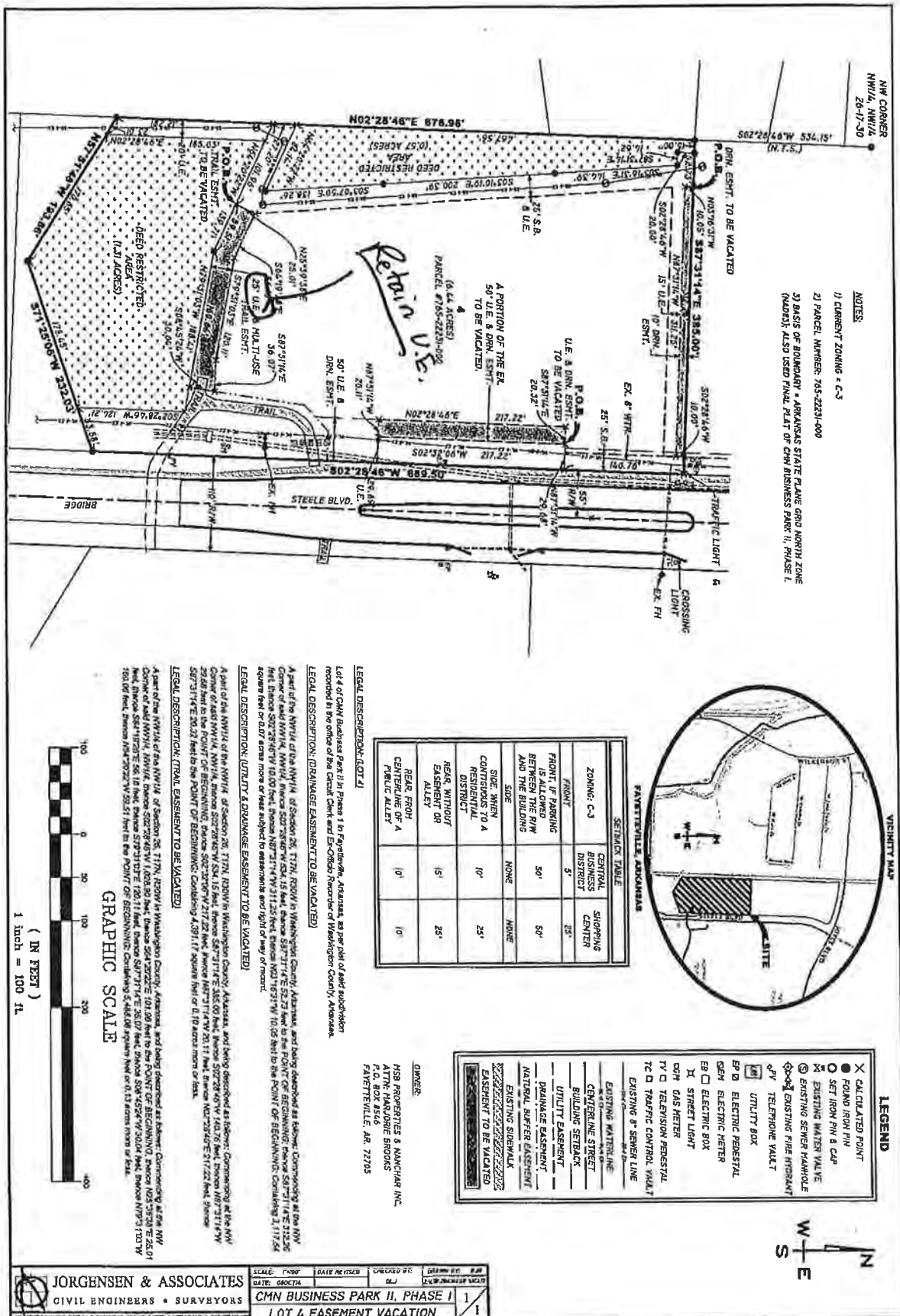
- ☐ No objections to the vacation(s) described above, and no comments.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Retain the 25' U.E. on the south side of LOT 4.

- ☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

Distribution Engineer
Title



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

DATE: 8/20/2015

UTILITY COMPANY: CITY OF FAYETTEVILLE WATER & SEWER

APPLICANT NAME: JARED INMAN APPLICANT PHONE: 479-442-9127

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 SW corner of Joyce & Steele. Lot 3 & 4 of CMN Business Park II. Across from Academy Sports and Malco Theater.

☒ (*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 of Utility Company Representative

W&S OPERATIONS MANAGER
Title

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

DATE: 8-10-2015

UTILITY COMPANY: Cox Communications

APPLICANT NAME: _____ APPLICANT PHONE: _____

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 SW corner of Joyce & Steele. Lot 3 & 4 of CMN Business Park II. Across from Academy Sports and Malco Theater.

☒ (**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:
Any damage to or relocation of our existing facilities will be at the owners/developers expense.



Signature of Utility Company Representative

CONSTRUCTION MANAGER

Title

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

DATE: 08/6/2015

UTILITY COMPANY: AT&T

APPLICANT NAME: _____ APPLICANT PHONE: _____

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 SW corner of Joyce & Steele. Lot 3 & 4 of CMN Business Park II. Across from Academy Sports and Malco Theater.

☒ (**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 of Utility Company Representative

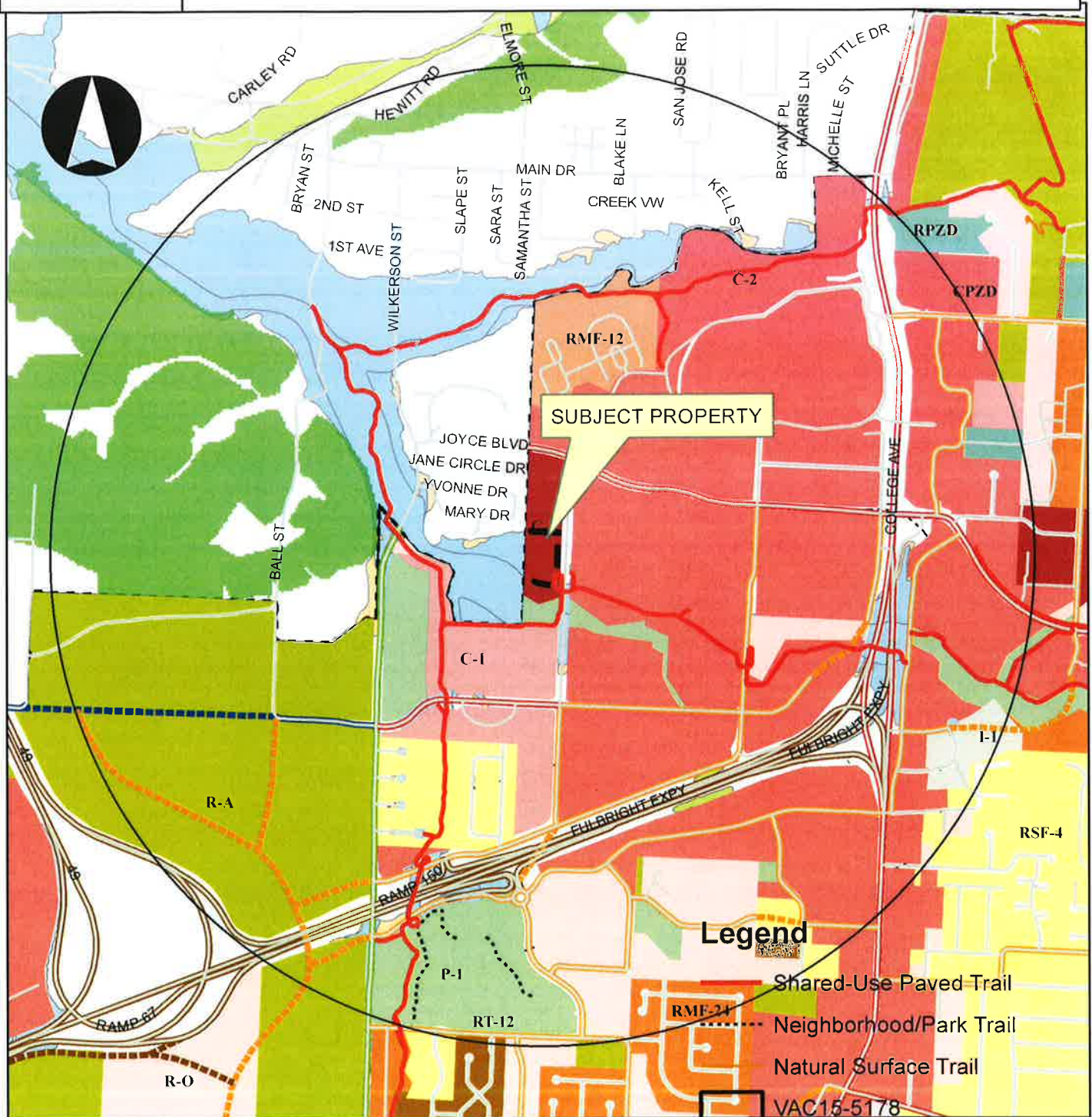
MGR OSP PLNG & ENGRG DESIGN

Title

VAC15-5178

CMN LOTS 3 & 4

One Mile View

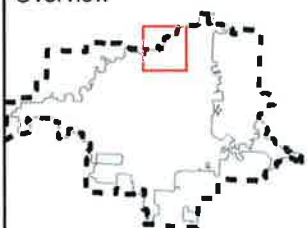


Legend

- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail

VAC15-5178

Overview



Legend

Subject Property

Boundary

- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville

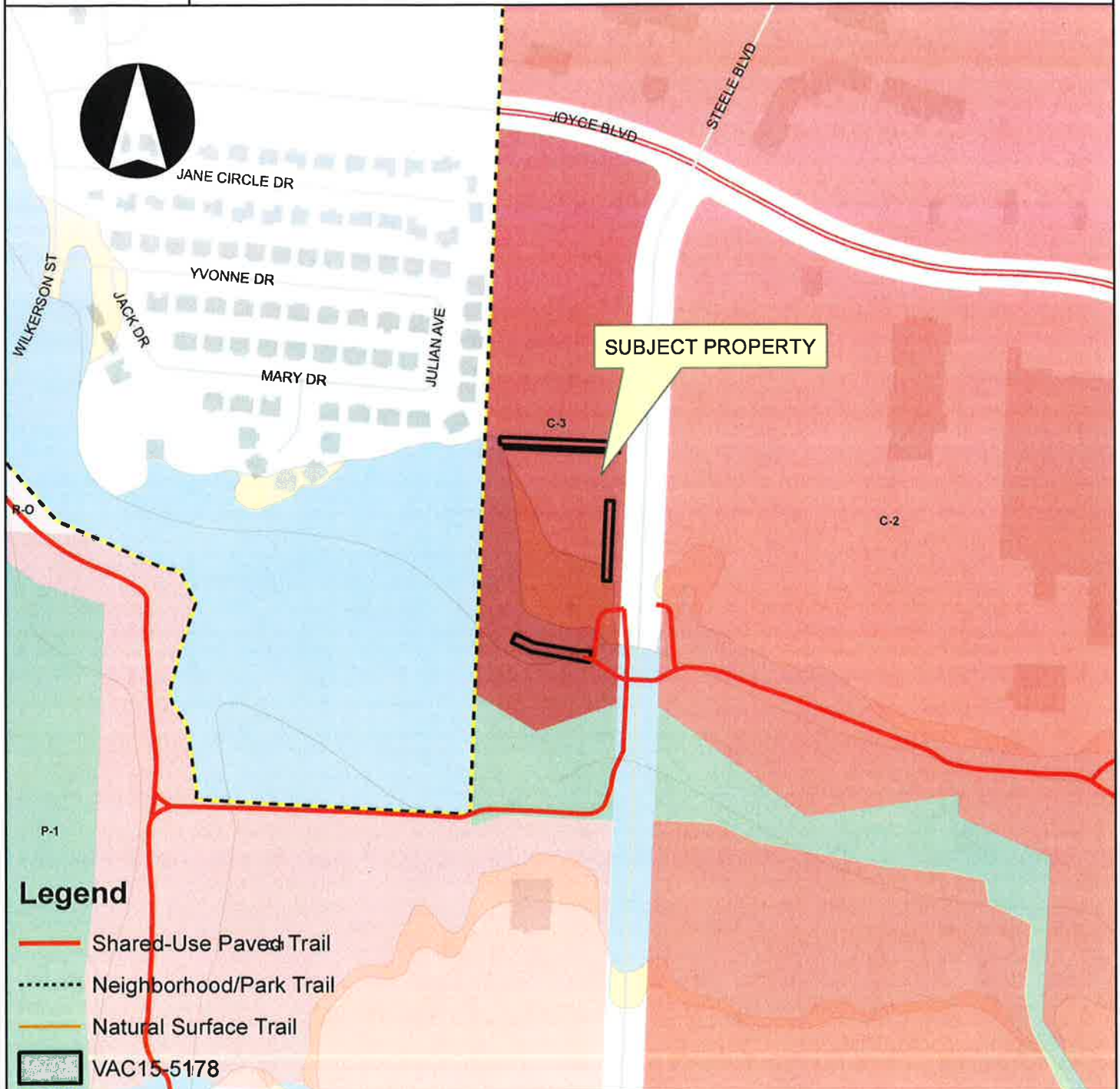
0 0.25 0.5

1 Miles

VAC15-5178

CMN LOTS 3 & 4

Close Up View

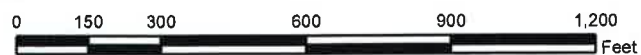


Legend

- Shared-Use Paved Trail
- - - Neighborhood/Park Trail
- Natural Surface Trail
- VAC15-5178

Overview Fayetteville City Limits

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





City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 65 of 695

Text File

File Number: 2015-0435

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 13

AMEND § 156.03 DEVELOPMENT, PARKING AND LOADING:

AN ORDINANCE TO AMEND § 156.03 **DEVELOPMENT, PARKING AND LOADING** OF THE VARIANCES CHAPTER OF THE UNIFIED DEVELOPMENT CODE TO ESTABLISH A VARIANCE PROCEDURE FOR COMMERCIAL, OFFICE AND MIXED USE DESIGN AND DEVELOPMENT STANDARDS

WHEREAS, the current § 166.25 (C)(4) of the Unified Development Code was recently adopted, but was so broadly worded as to its application and couched in such mandatory and absolute terms that it has caused unnecessary and unintended difficulties for several developments; and

WHEREAS, a variance procedure will allow flexibility for developers while ensuring that developments provide well-designed facades facing adjacent streets.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 156.03(C)(1) to rename the heading from "Design Standards" to "General Design Standards".

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 156.03(C) by inserting the following language as a new § 156.03(C)(2), with subsequent sections to be renumbered accordingly:

(2) *Commercial, Office and Mixed Use Design and Development Standards.* A variance of the exterior appearance and design standards may be granted by the Planning Commission if it is determined that strict compliance with the code would result in an adverse safety impact, or if the standard should not apply due to a unique situation. In granting the variance the Planning Commission may require principal facades without a prominent entry-way to be designed with distinctive architectural details (such as changes in wall plane, glazing, human scale elements such as canopies, awnings, small scale lighting, or other feature) to ensure the intent of the code is met.

City of Fayetteville Staff Review Form

2015-0435

Legistar File ID

10/6/2015

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

Jeremy Pate

9/18/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 15-5124: Administrative Item (UDC Chapter 156/VARIANCES): Submitted by CITY PLANNING STAFF for revisions to UDC Chapter 156 for clarification to the commercial design standards variance requirement.

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 OCTOBER 6, 2015

TO: Fayetteville City Council

FROM: Andrew Garner, City Planning Director

DATE: September 15, 2015

SUBJECT: **ADM 15-5124: Administrative Item (UDC Chapter 156/VARIANCES):**
Submitted by CITY PLANNING STAFF for revisions to UDC Chapter 156
for clarification to the commercial design standards variance requirement.

RECOMMENDATION:

The Planning Commission and staff recommend approval to amend UDC Chapter 156 Variances.

BACKGROUND:

The City Attorney recently recommended that City Planning staff draft a minor clarification to the commercial design standards building entry requirement. The code change was presented and tabled at the July 27, 2015 Planning Commission meeting. At that meeting the commission advised that additional specifications and clarification be included. A second draft was presented to the Planning Commission at the August 24, 2015 meeting. The commission had further comments and tabled the item again. An ordinance review committee of the commission met on August 31, 2015 with staff to further refine the proposed language. The discussion centered around the requirement for commercial buildings to have a primary entry on all principal facades¹. The committee and staff propose to retain the primary entry requirement as written in Chapter 166 (Commercial Design Standards). However, the variance chapter is now revised to allow variances of the architectural design standards in unique situations. The intent is to provide flexibility to address the legal concerns of the City Attorney's office, while giving guidance in a variance situation to ensure buildings provide a well-designed façade facing adjacent streets.

DISCUSSION:

On September 14, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 8-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance
Planning Commission Staff Report

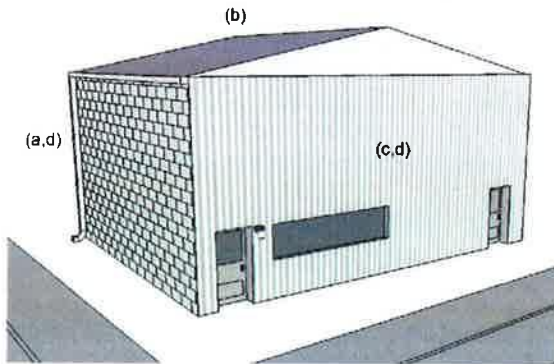
¹ UDC Chapter 151. *Principal Façade*. The front plane of a building that faces a public street including porches and balconies, but not including stoops, awnings or canopies (whether or not attached to the building).

166.25 Commercial, Office and Mixed Use Design And Development Standards

(C) *Building Exterior Appearance and Design Standards.* The following exterior development standards and design element guidelines shall be followed:

- (1) The elements to avoid or minimize include:
 - (a) Unpainted concrete precision block walls;
 - (b) Square "boxlike" structures;
 - (c) Metal siding which dominates the principal facade;
 - (d) Large blank, unarticulated wall surfaces;

Elements to Avoid



- (2) A development which contains more than one building should incorporate a recurring, unifying, and identifiable theme for the entire development site, without replicating the building multiple times.
- (3) A development should provide compatibility and transition between adjoining developments.
- (4) All structures shall be architecturally designed to have front facades facing all adjacent street and highway rights-of-way, and shall include at least one prominent entry-way on the principal façade(s).
- (5) All buildings should be constructed of wood, masonry, or other similar durable material.

156.03 Development, Parking and Loading

(C) *Consideration by the Planning Commission.*

(1) General Design standards.

- (a) *Undue hardship.* If the provisions of these standards are shown by the developer to cause undue hardship as they apply to his proposed development, the city Planning Commission may grant a variance to the developer from such provisions, so that substantial justice may be done and the public interest secured; provided that the variation will not have the effect of nullifying the intent and purpose of development regulations.
- (b) *Conditions.* In granting variances, the Planning Commission may impose such conditions as will, in its judgment, secure substantially the objective of the standards or requirements so varied.

(2) Commercial, Office and Mixed Use Design and Development Standards

- (a) A variance of the exterior appearance and design standards may be granted by the Planning Commission if it is determined that strict compliance with the code would result in an adverse safety impact, or if the standard should not apply due to a unique situation. In granting the variance the Planning Commission may require principal facades without a prominent entry-way to be designed with distinctive architectural details (such as changes in wall plane, glazing, human scale elements such as canopies, awnings, small scale lighting, or other features) to ensure the intent of the code is met.

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: September 14, 2015 Updated with Planning Commission results

SUBJECT: **ADM 15-5124: Administrative Item (UDC Chapter 156/VARIANCES):**
Submitted by CITY PLANNING STAFF for revisions to UDC Chapter 156 for clarification to the commercial design standards variance requirement.

RECOMMENDATION:

Staff recommends that the Planning Commission forward **ADM 15-5124** to the City Council with a recommendation for approval.

BACKGROUND:

The City Attorney recently recommended that City Planning staff draft a minor clarification to the commercial design standards building entry requirement. The code change was presented and tabled at the July 27, 2015 Planning Commission meeting. At that meeting the commission advised that additional specifications and clarification be included. A second draft was presented to the Planning Commission at the August 24, 2015 meeting. The commission had further comments and tabled the item again. A committee of the commission met on August 31, 2015 with staff to further refine the proposed language. The discussion centered around the requirement for commercial buildings to have a primary entry on all principal facades¹. The committee and staff propose to retain the primary entry requirement as written. However, the variance chapter is now revised to allow variances of the architectural design standards in unique situations. The intent is to provide flexibility to address the legal concerns of the City Attorney's office, while giving guidance in a variance situation to ensure buildings provide a well-designed façade facing adjacent streets. UDC Section 156.03(C) is proposed to be modified as follows:

(C) *Consideration by the Planning Commission.*

(1) General Design standards.

- (a) *Undue hardship.* If the provisions of these standards are shown by the developer to cause undue hardship as they apply to his proposed development, the city Planning Commission may grant a variance to the developer from such provisions, so that substantial justice may be done and the public interest secured; provided that the variation will not have the effect of nullifying the intent and purpose of development regulations.
- (b) *Conditions.* In granting variances, the Planning Commission may impose such conditions as will, in its judgment, secure substantially the objective of the standards or requirements so varied.

¹ UDC Chapter 151. *Principal Façade.* The front plane of a building that faces a public street including porches and balconies, but not including stoops, awnings or canopies (whether or not attached to the building).

(2) Commercial, Office and Mixed Use Design and Development Standards

- (a) A variance of the exterior appearance and design standards may be granted by the Planning Commission if it is determined that strict compliance with the code would result in an adverse safety impact, or if the standard should not apply due to a unique situation. In granting the variance the Planning Commission may require principal facades without a prominent entry-way to be designed with distinctive architectural details (such as changes in wall plane, glazing, human scale elements such as canopies, awnings, small scale lighting, or other features) to ensure the intent of the code is met.

DISCUSSION: The proposed code change provides a more legally defensible code at the City Attorney's advice, and includes more flexibility and clarity in a variance situation.

Staff recommends that ADM 15-5124 be forwarded to City Council with a recommendation for approval.

PLANNING COMMISSION ACTION:		☐ Approved	☐ Denied	☒ Tabled
<u>Date:</u> July 27, 2015				
<u>Motion:</u> Brown		<u>Vote:</u> 8-0-0		
<u>Second:</u> Selby				
<u>Note:</u> Tabled until August 24, 2015				
 <u>Date:</u> August 24, 2015		☒ Tabled		
<u>Motion:</u> Chesser		<u>Vote:</u> 8-0-0		
<u>Second:</u> Hoffman				
<u>Note:</u> Tabled until September 14, 2015				
 <u>Date:</u> September 14, 2015		☒ Forwarded		
<u>Motion:</u> Chesser		<u>Vote:</u> 8-0-0		
<u>Second:</u> Brown				
<u>Note:</u> Forwarded with a recommendation for approval as proposed.				

BUDGET/STAFF IMPACT:

None

Attachments:

- The proposed code changes to UDC Chapter 156 shown in strikeout-highlight.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 1 of 695

Text File

File Number: 2015-0425

Agenda Date: 10/6/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 14

PARKING DIVISION FULL TIME EQUIVALENT POSITION:

A RESOLUTION TO AUTHORIZE THE ADDITION OF 1.0 FULL TIME EQUIVALENT POSITION TO THE PARKING DIVISION TO PROVIDE FOUR PART TIME EMPLOYEES TO STAFF EVENT PARKING IN THE SPRING STREET PARKING DECK

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 addition of 1.0 full time equivalent position to the Parking Division to provide four part time employees to staff event parking in the Spring Street Parking Deck.

City of Fayetteville Staff Review Form

2015-0425

Legistar File ID

10/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Peter Nierengarten

9/11/2015

Sustainability & Resilience /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution to add 1.0 full-time equivalent position that will be used to staff event parking in the Spring Street Parking Deck.

Budget Impact:

2130.9131.5100.00

Parking

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 149,848.00

Funds Obligated \$ 98,424.00

Current Balance **\$ 51,424.00**

Does item have a cost? Yes

Item Cost \$ 8,686.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 42,738.00**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Peter Nierengarten, Sustainability & Resilience Director

DATE: September 11, 2015

SUBJECT: **Addition of 1.0 Full-Time Equivalent (FTE) Position for Event Parking in the Spring Street Parking Deck**

RECOMMENDATION:

Staff recommends approval of a resolution to add 1.0 full-time equivalent position that will be used to staff event parking in the Spring Street Parking Deck.

BACKGROUND:

The Walton Arts Center (WAC) may request event parking for shows when 600 or more patrons are expected to attend an event at their facility. Since 2013, the Parking Division has been providing Event Parking Staff in the West Avenue Lot for WAC events. The West lot has 296 parking spaces and is regularly filled during WAC shows. Event parking staff helps expedite patron parking for WAC shows by directing traffic, taking payment, and answering questions.

DISCUSSION:

The Walton Arts Center's first large show is scheduled for November 6th and the Spring Street Parking Deck is scheduled to open in late October 2015 and will provide 236 parking spaces adjacent to the WAC. In order to fully staff event parking for the WAC events, staff request 1.0 full-time equivalent positions that will be used to provide 4 part time event parking staff for the Spring Street Parking Garage.

BUDGET/STAFF IMPACT:

Budget to cover expenses associated with event parking staff and equipment is available within the Parking Division's 2015 budget.

Attachments:

Parking Attendant Position Description



Class Title: PARKING ATTENDANT

Bargaining Unit: Staff Senate

Class Code: 0529

Salary: \$10.10 - \$15.39 Hourly
\$21,008.00 - \$32,011.20 Annually

[View Job Postings](#)

[Email me when more jobs like this become available](#)

Essential Job Duties	Benefits
1. Provide good customer service to both internal and external customers, maintain positive and effective working relationships with other City employees (especially members of his or her own team), and have regular and reliable attendance that is non-disruptive. 2. Responsible for assisting patrons entering the parking lots during Event Parking days as scheduled. 3. Sell Event Parking vouchers, including taking cash payments from patrons and issuing them a parking permit voucher. 4. Manage the inventory of the parking lot to ensure the lot is used efficiently; make necessary adjustments when parking lot is full. 5. Open and close the parking gates at scheduled times to accommodate the traffic flow during event parking. 6. Audit voucher counts and cash collections to ensure accuracy of sales. 7. Seek remedies to parking problems and answer inquiries from patrons. 8. Work regular and irregular shifts, including shift rotations necessary to provide event parking services during Walton Arts Center shows. Shifts will frequently include weekends and some holidays. Must be available to work flexible shifts during the hours of 4:00pm through 11:00pm weekdays, and 12:00pm through 11:00pm on Saturday and Sunday. Work schedules will be set depending on the days the Walton Arts Center has large shows, and/or at other times during special events. 9. Prepare reports as necessary. 10. Maintain a daily report of events and work productivity. 11. Assist with clean up in parking lots and other areas as assigned. 12. Become familiar with geographical locations within the Entertainment District and the Downtown Business District in order to efficiently assist patrons find their desired location. 13. Perform other duties as assigned.	
Secondary Job Duties:	
1. Perform secondary duties as assigned.	
Minimum Qualifications:	
1. High school diploma or GED; plus twelve months of related experience. 2. Ability to effectively communicate with others orally and in writing. 3. Possess a valid Driver's License. 4. Must successfully pass a criminal background check, including but not limited to convictions, guilty pleas, or no contest pleas to violent offenses, theft offenses and any offense under A.C.A. 21-15-103 and A.C.A. 21-15-111. 5. Ability to learn and follow procedures for event parking. Ability to become familiar with rules for the City's paid parking programs. 6. Ability to respond to questions from customers and the general public in a professional manner.	

7. Ability to effectively communicate using a portable radio.
8. Must be able to perform basic math; using addition and subtraction in order to make change when accepting payments for parking.
9. While performing the functions of this job, the employee is regularly required to talk and hear. The employee regularly is required to stand and walk; use hands to finger, handle, or feel; reach with hands and arms; frequently stoop, kneel and crouch. The employee must frequently lift and move up to 25 pounds.
10. While performing the functions of this job, the employee is regularly exposed to outside weather conditions and vehicle traffic entering and exiting the lot.
11. Must be able to work a flexible schedule. Work assignments can be general or specific and special events can cause schedule changes frequently.

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Agenda Session 9-29-15

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, September 29, 2015

4:30 PM

City Hall Room 326

City Council Agenda Session

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

A. 3 2015-0420**2015 BULLETPROOF VEST PARTNERSHIP PROGRAM
MATCHING GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A FIFTY PERCENT (50%) MATCHING GRANT AWARD FROM THE 2015 BULLETPROOF VEST PARTNERSHIP PROGRAM IN THE AMOUNT OF \$6,056.00 FOR THE REPLACEMENT OF BODY ARMOR VESTS FOR FAYETTEVILLE POLICE OFFICERS, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:CCAP - 2015 BVP AwardBA - 2015 BVP Grant AwardA. 4 2015-0445**FAYETTEVILLE POLICE DEPARTMENT POLICIES:**

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 1.1.1, LAW ENFORCEMENT ROLE; 1.2.3, BIAS BASED PROFILING PROHIBITED; 1.3.4, LESS- LETHAL WEAPONS AND DEFENSIVE TACTICS; 12.1.1, ORGANIZATIONAL STRUCTURE, FUNCTIONS AND DIRECTION; 12.2.1, POLICIES, PROCEDURES AND RULES DEVELOPMENT AND REVIEW PROCEDURES; 22.2.8, MILITARY ACTIVATIONS; 25.1, GRIEVANCE PROCEDURES; 33.1, TRAINING; 35.1.1, PERFORMANCE EVALUATIONS/PERSONNEL EARLY WARNING SYSTEM; 41.2.5, MISSING PERSONS; 41.2.7, DEPARTMENT RESPONSE TO MENTALLY ILL SUBJECTS; 41.3.5, GROOMING AND UNIFORM REQUIREMENTS; 42.1.1, CRIMINAL INVESTIGATIONS; 44.1.1, JUVENILE OPERATIONS; AND 84.1.1, PROPERTY MANAGEMENT, ACQUIRED AND IN-CUSTODY

Attachments:Agenda Packet - Police Policies 10062015A. 5 2015-0423**NABHOLZ OF BIXBY, OKLAHOMA:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A ROTARY LIFT SYSTEM FROM NABHOLZ OF BIXBY, OKLAHOMA IN THE AMOUNT OF \$45,990.85 PLUS APPLICABLE TAXES PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT FOR USE BY FLEET OPERATIONS

Attachments:SRP - Lift System

~~A. 10~~2015-0429**TRIMARK STRATEGIC EQUIPMENT, INC.:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A HYDROVECTION OVEN FROM TRIMARK STRATEGIC EQUIPMENT, INC. IN THE AMOUNT OF \$21,848.40 PLUS APPLICABLE TAXES, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE FAYETTEVILLE SENIOR CENTER

Attachments:Senior Center Oven Agenda Packet~~A. 11~~2015-0430**GAMETIME C/O CUNNINGHAM RECREATION:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF PLAYGROUND EQUIPMENT FROM GAMETIME C/O CUNNINGHAM RECREATION FOR THE PRISM EDUCATION CENTER LOCATED AT 2030 MORNINGSDRIVE DRIVE IN THE AMOUNT OF \$73,321.91, PURSUANT TO A STATE PROCUREMENT CONTRACT, USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Attachments:Prism Playground Install Agenda Packet 10.6.15 Meeting~~A. 12~~2015-0427**GARVER, LLC TASK ORDER NO. 4:**

A RESOLUTION TO APPROVE TASK ORDER NO. 4 WITH GARVER, LLC IN THE AMOUNT OF \$27,500.00 FOR DESIGN, BIDDING AND CONSTRUCTION OVERSIGHT SERVICES FOR THE DRAKE FIELD AIRFIELD ROOF REHABILITATION PROJECT

Attachments:Legistar 15-0427 package (2) Garver Task Order 04 - FYV Airfield Roof Rehabil~~A. 13~~2015-0447**HI-LITE AIRFIELD SERVICES, LLC CHANGE ORDER NO. 1:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH HI-LITE AIRFIELD SERVICES, LLC IN THE AMOUNT OF \$8,895.00 TO INCREASE THE QUANTITIES OF AIRFIELD PAVEMENT MARKINGS TO BE REHABILITATED

Attachments:Legistar 2015-0447 HiLite CO1 091815 091815

✓B. 2

2015-0372**AMEND 172.05 (ADM 15-5088 UDC AMENDMENT CHAPTER
172.05 NON-RESIDENTIAL PARKING REQUIREMENTS:**

AN ORDINANCE TO AMEND SECTION 172.05 OF THE UNIFIED DEVELOPMENT CODE TO REMOVE MINIMUM PARKING STANDARDS FOR NON-RESIDENTIAL USES

Attachments:15-5088 Parking Standards - Amended Memo & Exh A15-5088 CC EX A15-5088 CC Staff reportsSupplemental MaterialsC. 4 Additional Amend 172.05 MemoC. 4 Tom Overbey Email ADMIN 15-5088 090115

At the September 1, 2015 City Council meeting, this ordinance was left on the first reading. At the September 15, 2015 City Council meeting, this ordinance was left on the second reading.

✓B. 3

2015-0405**2015 MILLAGE LEVY:**

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2015 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND AND 1.0 MILL FOR THE FAYETTEVILLE PUBLIC LIBRARY; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

Attachments:Millage Levy Agenda PacketFD PresentationPD Presentation

At the September 15, 2015 City Council meeting, this ordinance was left on the first reading.

C. New Business:

C. 42015-0442**RZN 15-5156 (1220 W. CLEVELAND ST./EXPIRED PZD 12-4079):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5156, FOR APPROXIMATELY 2.71 ACRES, LOCATED AT 1220 AND 1226 W. CLEVELAND STREET AND 725, 727 AND 805 HALL AVENUE FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE AND P-1, INSTITUTIONAL

Attachments:15-5156 CC EXHIBITS15-5156 CC DOCS**C. 5**2015-0441**RZN 15-5165 (1118 S. DUNN AVE./PEARSON DEVELOPMENT):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5165, FOR APPROXIMATELY 0.23 ACRES, LOCATED AT 1118 S. DUNN AVENUE FROM I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL TO NC, NEIGHBORHOOD CONSERVATION

Attachments:15-5165 CC EXHIBITS15-5165 CC DOCS**C. 6**2015-0432**RZN 15-5174 (S. END OF RUPPLE RD./STRIKER DEVELOPMENT):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5174, FOR APPROXIMATELY 102 ACRES, LOCATED AT THE SOUTHERN END OF RUPPLE ROAD FROM NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES; R-A, RESIDENTIAL-AGRICULTURAL; RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRES; AND RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO R-A, RESIDENTIAL-AGRICULTURAL; RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE; RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRES; NC, NEIGHBORHOOD CONSERVATION AND CS, COMMUNITY SERVICES

Attachments:15-5174 CC Exhibits15-5174 CC reports

✓ C. 11

2015-0439**VAC 15-5177 (1375 N. LEVERETT AVE./NOBLE OAKS APTS.):**

AN ORDINANCE TO APPROVE VAC 15-5177 SUBMITTED BY JORGENSEN & ASSOCIATES, INC. FOR PROPERTY LOCATED AT 1375 N. LEVERETT AVENUE TO VACATE A PORTION OF A UTILITY EASEMENT

Attachments:/.....15-5177 CC EXHIBITS15-5177 CC DOCS

✓ C. 12

2015-0443**VAC 15-5178 (SW CORNER JOYCE & STEELE BLVDS./CMN LOTS 3 & 4):**

AN ORDINANCE TO APPROVE VAC 15-5178 SUBMITTED BY JORGENSEN & ASSOCIATES, INC. FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF JOYCE & STEELE BOULEVARDS TO VACATE PORTIONS OF UTILITY, DRAINAGE AND TRAIL EASEMENTS

Attachments:15-5178 CC EXHIBITS15-5178 CC DOCS

✓ C. 13

2015-0435**AMEND § 156.03 DEVELOPMENT, PARKING AND LOADING:**

AN ORDINANCE TO AMEND § 156.03 **DEVELOPMENT, PARKING AND LOADING** OF THE VARIANCES CHAPTER OF THE UNIFIED DEVELOPMENT CODE TO ESTABLISH A VARIANCE PROCEDURE FOR COMMERCIAL, OFFICE AND MIXED USE DESIGN AND DEVELOPMENT STANDARDS

Attachments:15-5124 CC reports

✓ C. 14

2015-0425**PARKING DIVISION FULL TIME EQUIVALENT POSITION:**

A RESOLUTION TO AUTHORIZE THE ADDITION OF 1.0 FULL TIME EQUIVALENT POSITION TO THE PARKING DIVISION TO PROVIDE FOUR PART TIME EMPLOYEES TO STAFF EVENT PARKING IN THE SPRING STREET PARKING DECK

Attachments:Event Parking FTE - CC Packet

Add: 2015-0454 Apple Seeds Real Estate Contract
C.4
C.5 2015-0453 Maguire Real Estate Contract

The Agenda Meeting 9-23-15

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, September 29, 2015

4:30 PM

City Hall Room 326

City Council Agenda Session

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:**✓ 2015-0374

CITY COUNCIL MEETING PRESENTATION - FAYETTEVILLE
NATURAL HERITAGE ASSOCIATION CHECK PRESENTATION
RELATED TO KESSLER MOUNTAIN RESERVE

✓ 2015-0451

CITY COUNCIL MEETING PRESENTATION - OZARK REGIONAL
TRANSIT PRESENTATION

Agenda Additions**A. Consent:**A✓ 2014-0512

APPROVAL OF THE SEPTEMBER 15, 2015 CITY COUNCIL
MEETING MINUTES.

A✓ 2015-0418**2015 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION
AWARD:**

A RESOLUTION AUTHORIZE ACCEPTANCE OF A 2015 JUSTICE
ASSISTANCE GRANT LOCAL SOLICITATION AWARD IN THE
AMOUNT OF \$72,774.00, OF WHICH \$29,576.00 WILL BE USED BY
THE FAYETTEVILLE POLICE DEPARTMENT, WITH \$28,943.00 TO
BE DISBURSED TO THE CITY OF SPRINGDALE AND \$14,255.00 TO
WASHINGTON COUNTY, AND TO APPROVE A BUDGET
ADJUSTMENT

Attachments:SRP - 2015 JAG Local AwardBA - 2015 JAG Local

A\3

2015-0420**2015 BULLETPROOF VEST PARTNERSHIP PROGRAM
MATCHING GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A FIFTY PERCENT (50%) MATCHING GRANT AWARD FROM THE 2015 BULLETPROOF VEST PARTNERSHIP PROGRAM IN THE AMOUNT OF \$6,056.00 FOR THE REPLACEMENT OF BODY ARMOR VESTS FOR FAYETTEVILLE POLICE OFFICERS, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:CCAP - 2015 BVP AwardBA - 2015 BVP Grant Award

A\4

2015-0445**FAYETTEVILLE POLICE DEPARTMENT POLICIES:**

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 1.1.1, LAW ENFORCEMENT ROLE; 1.2.3, BIAS BASED PROFILING PROHIBITED; 1.3.4, LESS- LETHAL WEAPONS AND DEFENSIVE TACTICS; 12.1.1, ORGANIZATIONAL STRUCTURE, FUNCTIONS AND DIRECTION; 12.2.1, POLICIES, PROCEDURES AND RULES DEVELOPMENT AND REVIEW PROCEDURES; 22.2.8, MILITARY ACTIVATIONS; 25.1, GRIEVANCE PROCEDURES; 33.1, TRAINING; 35.1.1, PERFORMANCE EVALUATIONS/PERSONNEL EARLY WARNING SYSTEM; 41.2.5, MISSING PERSONS; 41.2.7, DEPARTMENT RESPONSE TO MENTALLY ILL SUBJECTS; 41.3.5, GROOMING AND UNIFORM REQUIREMENTS; 42.1.1, CRIMINAL INVESTIGATIONS; 44.1.1, JUVENILE OPERATIONS; AND 84.1.1, PROPERTY MANAGEMENT, ACQUIRED AND IN-CUSTODY

Attachments:Agenda Packet - Police Policies 10062015

A\5

2015-0423**NABHOLZ OF BIXBY, OKLAHOMA:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A ROTARY LIFT SYSTEM FROM NABHOLZ OF BIXBY, OKLAHOMA IN THE AMOUNT OF \$45,990.85 PLUS APPLICABLE TAXES PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT FOR USE BY FLEET OPERATIONS

Attachments:SRP - Lift System

A✓6

2015-0422**BID NO. 15-47 PETERBILT OF FORT SMITH:**

A RESOLUTION TO AWARD BID NO. 15-47 AND AUTHORIZE THE PURCHASE OF A PETERBILT 320 DIESEL TRUCK WITH LABRIE/WITTKE SUPERDUTY FRONT LOADER FROM PETERBILT OF FORT SMITH IN THE AMOUNT OF \$243,520.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments:SRP - Front Loader SWCM 4032

A✓7

2015-0411**BID NO. 15-48 ALLIANCE PUMP & MECHANICAL, INC.:**

A RESOLUTION TO AWARD BID NO. 15-48 AND AUTHORIZE A CONTRACT WITH ALLIANCE PUMP & MECHANICAL, INC. IN THE AMOUNT OF \$78,950.00 PLUS APPLICABLE TAXES TO REBUILD SEVEN (7) GEARBOXES AT THE NOLAND WASTEWATER TREATMENT PLANT

Attachments:2015-0411 - Packet - Bid 15-48 - Noland WWTP Gearbox Rebuilds

A✓8

2015-0424**BLUEINGREEN, LLC CHANGE ORDER NO. 1:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH BLUEINGREEN, LLC IN THE TOTAL AMOUNT OF \$58,269.06 TO FUND THE SALES TAXES FOR OZONE EQUIPMENT NECESSARY FOR THE PROJECT AND AN INCREASE OF BLUEINGREEN, LLC'S WARRANTY BOND FROM ONE YEAR TO TWO YEARS, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:BlueInGreenLLC_CO#1 Agenda PacketBA-BlueInGreen LLC

A✓9

2015-0428**BID NO. LSC-2015 BENCHMARK CONSTRUCTION:**

A RESOLUTION TO AWARD BID NO. LSC-2015 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION IN THE AMOUNT OF \$37,000.00 FOR A KITCHEN REHABILITATION PROJECT AT LIFESOURCE INTERNATIONAL USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Attachments:LifeSource Kitchen Improvements Agenda Packet

A. 10 2015-0429

TRIMARK STRATEGIC EQUIPMENT, INC.:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A HYDROVECTION OVEN FROM TRIMARK STRATEGIC EQUIPMENT, INC. IN THE AMOUNT OF \$21,848.40 PLUS APPLICABLE TAXES, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE FAYETTEVILLE SENIOR CENTER

Attachments:Senior Center Oven Agenda Packet

A. 11 2015-0430

GAMETIME C/O CUNNINGHAM RECREATION:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF PLAYGROUND EQUIPMENT FROM GAMETIME C/O CUNNINGHAM RECREATION FOR THE PRISM EDUCATION CENTER LOCATED AT 2030 MORNINGSIDE DRIVE IN THE AMOUNT OF \$73,321.91, PURSUANT TO A STATE PROCUREMENT CONTRACT, USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Attachments:Prism Playground Install Agenda Packet 10.6.15 Meeting

A. 12 2015-0427

GARVER, LLC TASK ORDER NO. 4:

A RESOLUTION TO APPROVE TASK ORDER NO. 4 WITH GARVER, LLC IN THE AMOUNT OF \$27,500.00 FOR DESIGN, BIDDING AND CONSTRUCTION OVERSIGHT SERVICES FOR THE DRAKE FIELD AIRFIELD ROOF REHABILITATION PROJECT

Attachments:Legistar 15-0427 package (2) Garver Task Order 04 - FYV Airfield Roof Rehabil

A. 13 2015-0447

HI-LITE AIRFIELD SERVICES, LLC CHANGE ORDER NO. 1:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH HI-LITE AIRFIELD SERVICES, LLC IN THE AMOUNT OF \$8,895.00 TO INCREASE THE QUANTITIES OF AIRFIELD PAVEMENT MARKINGS TO BE REHABILITATED

Attachments:Legistar 2015-0447 HiLite CO1 091815 091815

A. ✓ 4

2015-0414

WASHINGTON COUNTY VIDEO SERVICES CONTRACT:

A RESOLUTION TO APPROVE A ONE YEAR VIDEO SERVICES CONTRACT WITH WASHINGTON COUNTY IN THE AMOUNT OF \$750.00 PER MONTH FOR THE CITY'S MEDIA SERVICES DIVISION TO RECORD, TELECAST, STREAM AND ARCHIVE MEETINGS OF THE WASHINGTON COUNTY QUORUM COURT AND CERTAIN COMMITTEES, AND TO APPROVE A 0.25 FULL TIME EQUIVALENT POSITION INCREASE

Attachments:

Washington County Video Services

A. ✓ 5

2015-0446

SWEPCO UTILITY RELOCATIONS:

A RESOLUTION TO APPROVE A UTILITY RELOCATION AGREEMENT WITH AEP/SWEPCO FOR UTILITY RELOCATIONS AS PART OF THE OLD WIRE ROAD/HIGHWAY 45 INTERSECTION IMPROVEMENTS PROJECT, WITH THE TOTAL AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$46,718.86

Attachments:

Legistar Item 2015-0446

B. Unfinished Business:

B. ✓ 1

2015-0330**ADM 15-5093 (UDC CHAPTERS 161, 164 AND 172 - SINGLE FAMILY AND TWO FAMILY INFILL)**

AN ORDINANCE AMENDING TITLE XV UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE TO AMEND CHAPTERS 161, 164 AND 172 TO MODIFY THE BULK AND AREA REGULATIONS TO ENCOURAGE SMALL LOT SINGLE FAMILY AND TWO FAMILY INFILL IN MULTI-FAMILY ZONING DISTRICTS AND TO INCLUDE MINIMUM DESIGN STANDARDS FOR THIS TYPE OF DEVELOPMENT

Attachments:15-5093 CC EX A15-5093 CC EX B15-5093 CC reports

At the August 4, 2015 City Council meeting, this ordinance was tabled to the October 6, 2015 City Council meeting.

*Jeremy
additional
info.*

B.2

2015-0372**AMEND 172.05 (ADM 15-5088 UDC AMENDMENT CHAPTER
172.05 NON-RESIDENTIAL PARKING REQUIREMENTS:**

AN ORDINANCE TO AMEND SECTION 172.05 OF THE UNIFIED DEVELOPMENT CODE TO REMOVE MINIMUM PARKING STANDARDS FOR NON-RESIDENTIAL USES

Attachments:15-5088 CC EX A15-5088 CC Staff reportsSupplemental MaterialsC. 4 Additional Amend 172.05 MemoC.4 Tom Overbey Email ADMIN 15-5088 090115

At the September 1, 2015 City Council meeting, this ordinance was left on the first reading. At the September 15, 2015 City Council meeting, this ordinance was left on the second reading.

B.3

2015-0405**2015 MILLAGE LEVY:**

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2015 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND AND 1.0 MILL FOR THE FAYETTEVILLE PUBLIC LIBRARY; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

Attachments:Millage Levy Agenda PacketFD PresentationPD Presentation

At the September 15, 2015 City Council meeting, this ordinance was left on the first reading.

C. New Business:

MB
last

C.1

2015-0425

PARKING DIVISION FULL TIME EQUIVALENT POSITION:

A RESOLUTION TO AUTHORIZE THE ADDITION OF 1.0 FULL TIME EQUIVALENT POSITION TO THE PARKING DIVISION TO PROVIDE FOUR PART TIME EMPLOYEES TO STAFF EVENT PARKING IN THE SPRING STREET PARKING DECK

Attachments:

Event Parking FTE - CC Packet

C.2

2015-0433

CITY SALES AND USE TAX BONDS:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SALES AND USE TAX CAPITAL IMPROVEMENT BONDS, SERIES 2015, FOR THE PURPOSE OF FINANCING A PORTION OF THE COSTS OF CERTAIN STREET IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO

Attachments:

2015-0433 Bond Ordinance

C.3

2015-0407

THEATRE SQUARED CITY COUNCIL SUPPORT:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT OF THEATRE SQUARED AND ITS INTENT TO LEASE 0.8 ACRE OF CITY PROPERTY AT THE SOUTHEAST CORNER OF WEST AND SPRING AS THEATRE SQUARED'S NEW PERMANENT PERFORMANCE FACILITY

Attachments:

Theatre Squared Agenda Item

CV4

2015-0442**RZN 15-5156 (1220 W. CLEVELAND ST./EXPIRED PZD 12-4079):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5156, FOR APPROXIMATELY 2.71 ACRES, LOCATED AT 1220 AND 1226 W. CLEVELAND STREET AND 725, 727 AND 805 HALL AVENUE FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE AND P-1, INSTITUTIONAL

Attachments:15-5156 CC EXHIBITS15-5156 CC DOCS

CV5

2015-0441**RZN 15-5165 (1118 S. DUNN AVE./PEARSON DEVELOPMENT):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5165, FOR APPROXIMATELY 0.23 ACRES, LOCATED AT 1118 S. DUNN AVENUE FROM I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL TO NC, NEIGHBORHOOD CONSERVATION

Attachments:15-5165 CC EXHIBITS15-5165 CC DOCS

CV6

2015-0432**RZN 15-5174 (S. END OF RUPPLE RD./STRIKER DEVELOPMENT):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5174, FOR APPROXIMATELY 102 ACRES, LOCATED AT THE SOUTHERN END OF RUPPLE ROAD FROM NC, NEIGHBORHOOD CONSERVATION; CS, COMMUNITY SERVICES; R-A, RESIDENTIAL-AGRICULTURAL; RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRES; AND RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE TO R-A, RESIDENTIAL-AGRICULTURAL; RSF-2, RESIDENTIAL SINGLE FAMILY, 2 UNITS PER ACRE; RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRES; NC, NEIGHBORHOOD CONSERVATION AND CS, COMMUNITY SERVICES

Attachments:15-5174 CC Exhibits15-5174 CC reports

C. 7
C. 32015-0438**RZN 15-5179 (324 N. HORNSBY DR./MARKHAM HILL REZONE):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5179, FOR APPROXIMATELY 1.39 ACRES FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION, AND RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments:15-5179 CC EX A-B-C15-5179 Staff Report

C. 8

2015-0440**VAC 15-5087 (1005 E. ROCKWOOD TRAIL/ L & F CONSTRUCTION):**

AN ORDINANCE TO APPROVE VAC 15-5087 SUBMITTED BY FRED PATRICK FOR PROPERTY LOCATED AT 1005 ROCKWOOD TRAIL TO VACATE AN ALLEY RIGHT OF WAY

Attachments:15-5087 CC EXHIBITS15-5087 CC DOCS

C. 9

2015-0437**VAC 15-5157 (688 N. WHITHAM AVE./1ST WESTERN BANK):**

AN ORDINANCE TO APPROVE VAC 15-5157 SUBMITTED BY GENE BUESCHER FOR PROPERTY LOCATED AT 688 WHITHAM AVENUE TO VACATE AN ALLEY RIGHT OF WAY

Attachments:15-5157 CC EX A & B15-5157 Staff Report

C. 10

2015-0436**VAC 15-5161 (2055 E. SIGNAL HILL DEPOT/BUTTERFIELD TRAIL VILLAGE):**

AN ORDINANCE TO APPROVE VAC 15-5161 SUBMITTED BY JOE PERME FOR PROPERTY LOCATED AT 2055 E. SIGNAL HILL DEPOT TO VACATE A PORTION OF A UTILITY EASEMENT

Attachments:15-5161 CC EX A & B15-5161 Staff Report

C.V1

2015-0434**VAC 15-5176 (MARK MILLS LANE/SUMMIT PLACE SD):**

AN ORDINANCE TO APPROVE VAC 15-5176 SUBMITTED BY BLEW & ASSOCIATES, INC. FOR PROPERTY LOCATED ALONG MARK MILLS LANE TO VACATE PORTIONS OF A CONSERVATION EASEMENT

Attachments:15-5176 CC Exhibits15-5176 CC reports

C.V2

2015-0439**VAC 15-5177 (1375 N. LEVERETT AVE./NOBLE OAKS APTS.):**

AN ORDINANCE TO APPROVE VAC 15-5177 SUBMITTED BY JORGENSEN & ASSOCIATES, INC. FOR PROPERTY LOCATED AT 1375 N. LEVERETT AVENUE TO VACATE A PORTION OF A UTILITY EASEMENT

Attachments:/.....15-5177 CC EXHIBITS15-5177 CC DOCS

C.V3

2015-0443**VAC 15-5178 (SW CORNER JOYCE & STEELE BLVDS./CMN LOTS 3 & 4):**

AN ORDINANCE TO APPROVE VAC 15-5178 SUBMITTED BY JORGENSEN & ASSOCIATES, INC. FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF JOYCE & STEELE BOULEVARDS TO VACATE PORTIONS OF UTILITY, DRAINAGE AND TRAIL EASEMENTS

Attachments:15-5178 CC EXHIBITS15-5178 CC DOCS

C.V4

2015-0435**AMEND § 156.03 DEVELOPMENT, PARKING AND LOADING:**

AN ORDINANCE TO AMEND § 156.03 **DEVELOPMENT, PARKING AND LOADING** OF THE VARIANCES CHAPTER OF THE UNIFIED DEVELOPMENT CODE TO ESTABLISH A VARIANCE PROCEDURE FOR COMMERCIAL, OFFICE AND MIXED USE DESIGN AND DEVELOPMENT STANDARDS

Attachments:15-5124 CC reports

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. 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.