

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
April 02, 2013**

A meeting of the Fayetteville City Council will be held on April 02, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

- 1. Nominating Committee Report** - Re-approval Construction Board of Adjustment and Appeal, Jules Beck - One Alternate Member Term Ending 03/31/14 - **APPROVED**

Agenda Additions:

- 1. Airport Control Tower Legal Action:** A resolution authorizing the City Attorney to take legal action in the United States Court of Appeals for the District of Columbia Circuit, or such other venue as deemed legally appropriate, in coordination with other airports throughout the nation, to obtain review and possible reversal of the decision of the Federal Aviation Administration to close the Airport Control Tower at Drake Field.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 61-13

2. **CI² Aviation, Inc. Contract:** An ordinance waiving the requirements of formal competitive bidding and approving a contract in the amount of \$20,342.00 per month, plus upfront insurance costs of \$8,505.00 with CI² Aviation Inc. for the provision of Air Traffic Control Tower Services for Drake Field.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5576

3. **Air Traffic Control Tower Closure:** A resolution expressing displeasure of the City of Fayetteville with the decision of the Federal Aviation Administration to close Federal Contract Airport Control Towers, including the Air Traffic Control Tower at Drake Field.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 62-13

A. Consent:

1. Approval of the March 19, 2013 City Council meeting minutes and the March 12, 2013 Special City Council meeting minutes. **APPROVED**
2. **Police Gym Equipment:** A resolution approving a budget adjustment in the amount of \$10,000.00 to replace and purchase additional police gym equipment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 63-13

3. **Bid #13-18 Heckathorn Construction Co.:** A resolution awarding Bid #13-18 and authorizing a contract with Heckathorn Construction Co. in the amount of \$114,363.00 for the construction of a server room storm shelter at the Fayetteville Executive Airport, and approving a project contingency of \$15,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 64-13

4. **Presidio Networked Solutions:** A resolution authorizing the purchase of APC Data Center HVAC and UPS equipment from Presidio Networked Solutions, pursuant to a state procurement contract, in the total amount of \$143,610.61, approving a project contingency of \$10,000.00, and approving a budget adjustment in the amount of \$170,887.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 65-13

5. **AOS, LLC:** A resolution authorizing the purchase of computer servers and a backup appliance from AOS, LLC, pursuant to a state procurement contract, in the total amount of \$131,413.99, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 66-13

6. **Software House International:** A resolution authorizing the purchase of a Microsoft Enterprise Agreement and subscription services, pursuant to a state procurement contract, from Software House International in the amount of \$152,400.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 67-13

7. **Washington County Interlocal Agreement:** A resolution approving an interlocal agreement with Washington County, Arkansas for the provision of hazardous materials incident response services.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 68-13

8. **National Center for Appropriate Technology:** A resolution approving a budget adjustment in the amount of \$1,359.80 recognizing grant revenue from the National Center for Appropriate Technology for printing of City Drainage Criteria Manuals.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 69-13

9. **Walton Arts Center, Contract Parking Services:** A resolution to approve an amendment to the contract for the provision of parking-related services between the City of Fayetteville, Arkansas and the Walton Arts Center Council, Inc.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 70-13

B. Unfinished Business:

1. **Amend §114.02 Farmers' Market:** An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes. *This ordinance was left on the First Reading at the March 19, 2013 City Council meeting.*

THIS ITEM WAS LEFT ON THE SECOND READING AND SENT TO ORDINANCE REVIEW COMMITTEE

C. New Business:

1. **RZN 13-4310 (N. of the Intersection of N. Gregg Ave. and W. Van Asche Dr./Haas Hall):** An ordinance rezoning that property described in rezoning petition RZN 13-4310, for approximately 17.28 acres, located north of the intersection of North Gregg Avenue and West Van Asche Drive from C-1, Neighborhood Commercial to P-1, Institutional.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5577

2. **R-PZD 12-4284 (Park Hill at Mountain Ranch):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 12-4284, Park Hill at Mountain Ranch, located at the southwest corner of Persimmon Street and Mountain Ranch Boulevard; containing approximately 2.23 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan.

THIS ITEM WAS LEFT ON THE FIRST READING

3. **AR Rahim Metal Trading, Inc. (Tyson Building Demolition):** A resolution approving a contract with AR Rahim Metal Trading, Inc. in the net amount of \$84,199.05 for the sale and removal of the Tyson Building on Huntsville Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 71-13

4. **Casey's Appeal:** A resolution to grant the appeal and approve a Large Scale Development (LSD-4295) for Casey's General Stores, Inc.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 72-13

D. City Council Agenda Session Presentations:

E. City Council Tours:

1. **April 8, 2013 5:00 PM**
Westside Wastewater Treatment Plant
2. **May 6, 2013 5:00 PM**
Woolsey Wet Prairie Wetlands

F. Announcements:

Adjournment: 8:07 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

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

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

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

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

8-0

Subject:	Nominating Committee Report – Re-approval Construction Board of Adjustment and Appeal				
Motion To:		Approve			
Motion By:		Tennant			
Seconded:		Petty			
Approved	Gray	✓			
	Marsh	Absent			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Mayor Jordan				

Approved

7-0

Subject:	Legal Action to review the close of the Airport Control Tower				
Motion To:		Add to Agenda	Approve		
Motion By:		Gray	Tennant		
Seconded:		Tennant	Long		
Agenda <u>Additions</u> <u>passed</u> 6/1-13	Gray	✓	✓		
	Marsh	Absent	absent		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Schoppmeyer	✓	✓		
	Adams	✓	✓		
	Long	✓	✓		
	Mayor Jordan				

7-0

7-0

Subject:	C12 Aviation Inc.				
Motion To:		Add to Agenda	2nd Read	3rd Read	Pass
Motion By:		Petty	Gray	Gray	
Seconded:		Adams	Tennant	Tennant	
Agenda <u>Additions</u> <u>passed</u> 5576	Gray	✓	✓	✓	✓
	Marsh	absent	absent	absent	absent
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Tennant	✓	✓	✓	✓
	Schoppmeyer	✓	✓	✓	✓
	Adams	✓	✓	✓	✓
	Long	✓	✓	✓	✓
	Mayor Jordan				

7-0

7-0

7-0

7-0

Subject:	Express Displeasure with closing Airport Control Towers.				
Motion To:		Add to Agenda	Revise Extreme & Arbitrary		Pass
Motion By:		Petty	Long		
Seconded:		Adams	Adams		
Agenda Additions <u>Passed</u> 62-13	Gray	✓	✓		✓
	Marsh	absent	Absent		Absent
	Kinion	✓	✓		✓
	Petty	✓	✓		✓
	Tennant	✓	✓		✓
	Schoppmeyer	✓	✓		✓
	Adams	✓	✓		✓
	Long	✓	✓		
	Mayor Jordan				
		7-0	7-0	7-0	

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

Subject:	Consent				
Motion To:					
Motion By:		<i>Approve</i>			
Seconded:		<i>Gray</i>			
		<i>Long</i>			
<i>Minutes Approved for 3-19-13 & 3-12-13</i> <i>passed</i> <i>63-13 thru 70-13 Approved</i>	Gray	✓			
	Marsh	<i>Absent</i>			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Mayor Jordan				

7-0

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

Subject:	Amend §114.02 Farmers' Market				
Motion To:		2nd Read	Amendment! Send to ordinance Review		
Motion By:		Gray	Long		
Seconded:		Tennant	Adams		
B. 1 Unfinished Business Left on the Second Reading & Sent to the Ordinance Review Committee	Gray	✓	✓		
	Marsh	Absent	absent		
	Kinion	✓	✓		
	Petty	✓	N		
	Tennant	✓	✓		
	Schoppmeyer	✓	✓		
	Adams	✓	✓		
	Long	✓	✓		
	Mayor Jordan				
		7-0	6-1		

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

Subject:		RZN 13-4310 (N. of the Intersection of N. Gregg Ave. and W. Van Asche Dr./Haas Hall)			
Motion To:					
Motion By:					
Seconded:					
C. 1 New Business <i>Passed</i> 5577	Gray	✓	✓	✓	
	Marsh	Absent	Absent	Absent	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	Recuse	Recuse	Recuse	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

6-0

Subject:		R-PZD 12-4284 (Park Hill at Mountain Ranch)			
Motion To:					
Motion By:					
Seconded:					
C. 2 New Business <i>Left on the first Reading</i>	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Mayor Jordan				

Subject:		AR Rahim Metal Trading, Inc. (Tyson Building Demolition)			
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Tennant			
C. 3 New Business <u>Passed</u> 71-13	Gray	✓			
	Marsh	Absent			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Mayor Jordan				

7-0

Subject:		Casey's Appeal			
Motion To:		Amend resolution	Approve		
Motion By:		Kinion	Gray		
Seconded:		Gray	Long		
C. 4 New Business 72-13	Gray	✓	✓		
	Marsh	Absent	Absent		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Schoppmeyer	✓	✓		
	Adams	✓	✓		
	Long	✓	✓		
	Mayor Jordan				

7-0

7-0



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: MAYOR LIONELD JORDAN

THROUGH: CITY CLERK SONDRAS SMITH

FROM: CITY ATTORNEY KIT WILLIAMS

DATE: APRIL 3, 2013

RE: COUNCIL MEETING OF 4/2/2013—ADOPTED ITEMS

The following items, which were prepared by our office, were adopted at the 4/2/13 City Council meeting:

1. **Police Gym Equipment:** A resolution approving a budget adjustment in the amount of \$10,000.00 to replace and purchase additional police gym equipment.
2. **Bid #13-18 Heckathorn Construction Co.:** A resolution awarding Bid #13-18 and authorizing a contract with Heckathorn Construction Co. in the amount of \$114,363.00 for the construction of a server room storm shelter at the Fayetteville Executive Airport, and approving a project contingency of \$15,000.00.
3. **Presidio Networked Solutions:** A resolution authorizing the purchase of APC Data Center HVAC and UPS equipment from Presidio Networked Solutions, pursuant to a state procurement contract, in the total amount of \$143,610.61, approving a project contingency of \$10,000.00, and approving a budget adjustment in the amount of \$170,887.00.
4. **AOS, LLC:** A resolution authorizing the purchase of computer servers and a backup appliance from AOS, LLC, pursuant to a state procurement contract, in the total amount of \$131,413.99, and approving a budget adjustment.
5. **Software House International:** A resolution authorizing the purchase of a Microsoft Enterprise Agreement and subscription services, pursuant to a state procurement contract, from Software House International in the amount of \$152,400.00.

6. **Washington County Interlocal Agreement:** A resolution approving an interlocal agreement with Washington County, Arkansas for the provision of hazardous materials incident response services.
7. **National Center for Appropriate Technology:** A resolution approving a budget adjustment in the amount of \$1,359.80 recognizing grant revenue from the National Center for Appropriate Technology for printing of City Drainage Criteria Manuals.
8. **Walton Arts Center, Contract Parking Services:** A resolution to approve an amendment to the contract for the provision of parking-related services between the City of Fayetteville, Arkansas and the Walton Arts Center Council, Inc.
9. **AR Rahim Metal Trading, Inc. (Tyson Building Demolition):** A resolution approving a contract with AR Rahim Metal Trading, Inc. in the net amount of \$84,199.05 for the sale and removal of the Tyson Building on Huntsville Road.
10. **Casey's Appeal:** A resolution to grant the appeal and approve a Large Scale Development (LSD-4295) for Casey's General Stores, Inc.

Agenda Add on Items:

11. **CI² Aviation Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with CI² Aviation Inc. in the amount of \$20,342.00 per month, plus upfront insurance costs of \$8,505.00 for the provision of air traffic control tower services for Drake Field.
12. **Displeasure with FAA:** A resolution expressing the displeasure of the City of Fayetteville with the decision of the Federal Aviation Administration to close federal contract airport control towers, including the air traffic control tower at Drake Field.
13. **Authorization for City Attorney to Litigate Tower Closure:** A resolution authorizing the City Attorney to take legal action in the U.S. Court of Appeals for the DC Circuit, or such other venue as deemed legally appropriate, in coordination with other airports throughout the nation, to obtain review and possible reversal of the decision of the FAA to close the airport control tower at Drake Field.

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
April 02, 2013**

A meeting of the Fayetteville City Council will be held on April 02, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

- 1. Nominating Committee Report – Re-approval Construction Board of Adjustment and Appeal, Jules Beck - One Alternate Member Term Ending 03/31/14**

Agenda Additions:

A. Consent:

- 1. Approval of the March 19, 2013 City Council meeting minutes and the March 12, 2013 Special City Council meeting minutes.**
- 2. Police Gym Equipment:** A resolution approving a budget adjustment in the amount of \$10,000.00 to replace and purchase additional police gym equipment.

3. **Bid #13-18 Heckathorn Construction Co.:** A resolution awarding Bid #13-18 and authorizing a contract with Heckathorn Construction Co. in the amount of \$114,363.00 for the construction of a server room storm shelter at the Fayetteville Executive Airport, and approving a project contingency of \$15,000.00.
4. **Presidio Networked Solutions:** A resolution authorizing the purchase of APC Data Center HVAC and UPS equipment from Presidio Networked Solutions, pursuant to a state procurement contract, in the total amount of \$143,610.61, approving a project contingency of \$10,000.00, and approving a budget adjustment in the amount of \$170,887.00.
5. **AOS, LLC:** A resolution authorizing the purchase of computer servers and a backup appliance from AOS, LLC, pursuant to a state procurement contract, in the total amount of \$131,413.99, and approving a budget adjustment.
6. **Software House International:** A resolution authorizing the purchase of a Microsoft Enterprise Agreement and subscription services, pursuant to a state procurement contract, from Software House International in the amount of \$152,400.00.
7. **Washington County Interlocal Agreement:** A resolution approving an interlocal agreement with Washington County, Arkansas for the provision of hazardous materials incident response services.
8. **National Center for Appropriate Technology:** A resolution approving a budget adjustment in the amount of \$1,359.80 recognizing grant revenue from the National Center for Appropriate Technology for printing of City Drainage Criteria Manuals.
9. **Walton Arts Center, Contract Parking Services:** A resolution to approve an amendment to the contract for the provision of parking-related services between the City of Fayetteville, Arkansas and the Walton Arts Center Council, Inc.

B. Unfinished Business:

1. **Amend §114.02 Farmers' Market:** An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes. *This ordinance was left on the First Reading at the March 19, 2013 City Council meeting.*

THIS ITEM WAS LEFT ON THE FIRST READING.

C. New Business:

1. **RZN 13-4310 (N. of the Intersection of N. Gregg Ave. and W. Van Asche Dr./Haas Hall):** An ordinance rezoning that property described in rezoning petition RZN 13-4310, for approximately 17.28 acres, located north of the intersection of North Gregg Avenue and West Van Asche Drive from C-1, Neighborhood Commercial to P-1, Institutional.

2. **R-PZD 12-4284 (Park Hill at Mountain Ranch):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 12-4284, Park Hill at Mountain Ranch, located at the southwest corner of Persimmon Street and Mountain Ranch Boulevard; containing approximately 2.23 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan.
3. **AR Rahim Metal Trading, Inc. (Tyson Building Demolition):** A resolution approving a contract with AR Rahim Metal Trading, Inc. in the net amount of \$84,199.05 for the sale and removal of the Tyson Building on Huntsville Road.
4. **Casey's Appeal:** A resolution to grant the appeal and approve a Large Scale Development (LSD-4295) for Casey's General Stores, Inc.

D. City Council Agenda Session Presentations:

E. City Council Tours:

1. **April 8, 2013 5:00 PM**
Westside Wastewater Treatment Plant
2. **May 6, 2013 5:00 PM**
Woolsey Wet Prairie Wetlands

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

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

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

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: A. 3
P.O Number:	Bid #13-18 Heckathorn Construction Co. Expected Delivery Date:

Vendor #: 5450	Vendor Name: Heckathorn Construction Company, Inc.	Mail Yes: ☒ No: ☐
Address: 1880 Birch Ave	Fob Point:	Taxable Yes: ☐ No: ☒
City: Fayetteville	State: AR	Zip Code: 72703
Requester: Allison Atha	Requester's Employee #: 2613	Divison Head Approval: 
		Extension: 7670

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Construction Server Room Storm Shelter	1		114,363.00	\$114,363.00	4470.9470.5804.00	13006.1		
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: \$114,363.00
Tax:
Total: \$114,363.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____
Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____
Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Additional

Information handed out at
City of Fayetteville Staff Review Form

Agenda
Session
3/26/13

A. 4
Presidio Networked Solutions
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date
Agenda Items Only

Scott Huddleston

Submitted By

Information Technology

Division

FISD

Department

Action Required:

A resolution approving an agreement with Presidio Networked Solutions in the amount of \$143,610.61 for the purchase of APC Data Center HVAC and UPS equipment pursuant to the Arkansas state procurement contract SP-07-0178, approving a project contingency of \$10,000, and approving of a budget adjustment of \$170,887.00.

\$ 143,610.61

Cost of this request

\$ 271,260.00

Category / Project Budget

Data Center Relocation

Program Category / Project Name

4470-9470-5801.00

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

13002.1

Project Number

\$ 271,260.00

Remaining Balance

Sales Tax Capital Improvement

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☒

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City Clerk's Office 25-13 A09:35 RCVD

Chief of Staff

Date

Received in Mayor's Office

ENTERED
3/26/13
P.R.

Mayor

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and the City Council

From: Scott Huddleston, Information Technology Director *SH*

Date: March 15, 2013

Subject: APC Data Center HVAC and UPS equipment

BACKGROUND:

In July of 2007, the City entered into a lease agreement for space in the EJ Ball Building to house the City's primary datacenter. This space was previously used for a Sprint data center that included HVAC and Uninterruptible Power Supply (UPS) equipment. The new facility requires the same type of infrastructure equipment specifically designed for the data center and provides both redundancy and improved efficiency addressing the dynamic demands of the City's IT equipment.

RECOMMENDATION:

Staff recommends approving an agreement with Presidio Networked Solutions in the amount of \$143,610.61 for the purchase of APC Data Center HVAC and UPS equipment pursuant to the Arkansas state procurement contract SP-07-0178, approving a project contingency of \$10,000, and approving of a budget adjustment of \$170,887.00.

BUDGET IMPACT:

This project is funded out of the Data Center Relocation CIP. A budget adjustment of \$170,887 is needed to move funds for additional building and equipment cost provided through combining related IT projects and cost savings associated with other IT CIP projects. The Data Center Relocation project was created when staff decided to move the data center out of the leased space at the EJ Ball building to City owned facilities at the Airport. This budget adjustment combines all of the funding into the one Data Center Relocation project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF APC DATA CENTER HVAC AND UPS EQUIPMENT FROM PRESIDIO NETWORKED SOLUTIONS, PURSUANT TO A STATE PROCUREMENT CONTRACT, IN THE TOTAL AMOUNT OF \$143,610.61, APPROVING A PROJECT CONTINGENCY OF \$10,000.00, AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$170,887.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of APC Data Center HVAC and UPS equipment from Presidio Networked Solutions, pursuant to a state procurement contract, in the total amount of \$143,610.61, and approves a project contingency of \$10,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the amount of \$170,887.00.

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

ATTEST:

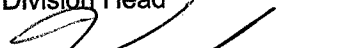
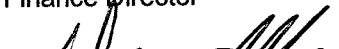
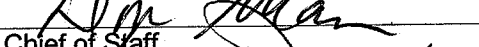
By: _____
LIONELD JORDAN, Mayor

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

A. 4 V12.0724
Presidio Networked Solutions

Page 4 of 6
Adjustment Number

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	

	<u>3/25/13</u>	Prepared By: _____	
Division Head	Date	Fulmer, Brad	
	<u>3-26-13</u>	Reference: _____	
Budget Director	Date	Budget & Research Use Only	
<u>Paul A. Beebe</u>	<u>3-26-2013</u>	Type:	A B C D E P
Department Director	Date	General Ledger Date _____	
<u>Paul A. Beebe</u>	<u>3-26-2013</u>	Posted to General Ledger _____	
Finance Director	Date	Initial _____ Date _____	
	<u>3-26-13</u>	Checked / Verified _____	
Chief of Staff	Date	Initial _____ Date _____	
	<u>3/26/13</u>		
Mayor	Date		

[illegible]

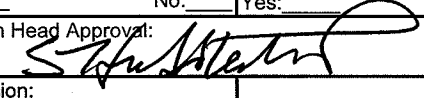
A

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:	Date: A. 4
P.O Number:	Presidio Networked Solutions Expected Delivery Date: 6/6/06
Mail Yes: ☒ No: ☐	Quotes Attached Yes: ☐ No: ☐
Taxable Yes: ☒ No: ☐	Divison Head Approval: 
Requester's Employee #: 2273	Extension: 8217

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	APC Data Center HVAC & UPS equipment	1		143,610.61	\$143,610.61	4470.9470.5801.00	13006.1		
2					\$0.00				
3	Shipping/Sales Tax Included				\$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: \$143,610.61
Tax:
Total: \$143,610.61

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____
Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____
Dispatch Manager: _____ Utilities Manager: _____ Other: _____

City of Fayetteville Staff Review Form

A. 6
Software House International
Page 1 of 20

Additional
information added
at agenda session
3/26/13

City Council Agenda Items
and
Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date
Agenda Items Only

Scott Huddleston

Submitted By

Information Technology

Division

FISD

Department

Action Required:

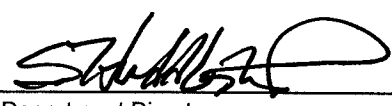
A resolution approving the purchase of a Microsoft Enterprise Agreement and subscription services in the amount of \$152,400.00 per year for a 3 year term from Software House International (SHI) pursuant to the Arkansas State Procurement Contract SP-09-0208.

\$ 152,400.00	\$ 220,000.00	Exchange/Office Upgrade
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5209.00	\$ -	Program / Project Category Name
Account Number	Funds Used to Date	Capital Improvement Projects
13009.1	\$ 220,000.00	Fund Name
Project Number	Remaining Balance	

Budgeted Item

x

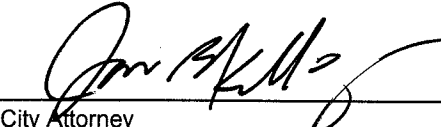
Budget Adjustment Attached


Department Director

3/25/13

Date

Previous Ordinance or Resolution #

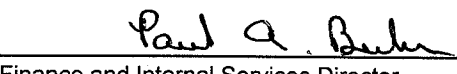

City Attorney

3-25-13

Date

Original Contract Date:

Original Contract Number:


Finance and Internal Services Director

3-25-2013

Date

Received in City-25-13 P03:55 RCVD
Clerk's Office

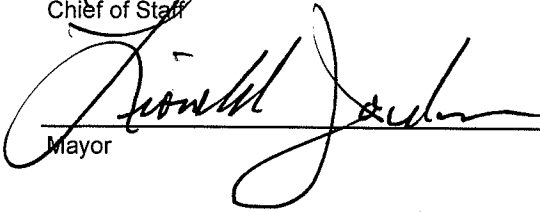

Chief of Staff

3-25-13

Date

Received in
Mayor's Office




Mayor

3/26/13

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Scott Huddleston, Information Technology Director *SH*

Thru: Paul Becker, Finance Director

Date: March 15, 2013

Subject: Exchange/Office Upgrade

PROPOSAL:

The City currently uses GroupWise as an email platform. The hardware and software is over 7 years old and in need of replacement. As the City has grown, a current, robust, and standardized email platform that can easily integrate with other applications within the City is needed. In addition to an aging email system, over 80% of the City is utilizing an 11 year old Microsoft Office suite and windows operating system. This leads to inefficiency and problems across the City regarding version incompatibility and functionality issues. By standardizing on the current version of Microsoft Office, the City will gain efficiency and collaboration through the new software. The City can obtain a Microsoft Enterprise Agreement and subscription that will bundle both the email and office upgrades to provide significant discounts and savings. The Microsoft Enterprise Agreement would include upgrading all desktops to the current version of windows and provide software assurance for future years. The Office 365 subscription will give the City hosted exchange email services and access to the current version of Microsoft Office.

RECOMMENDATION:

Staff recommends authorizing the purchase of a Microsoft Enterprise Agreement and subscription services in the amount of \$152,400.00 per year for a 3 year term from Software House International (SHI) pursuant to the Arkansas State Procurement Contract SP-09-0208.

BUDGET IMPACT:

This is a planned project funded out of the Exchange-Office upgrade CIP.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A MICROSOFT ENTERPRISE AGREEMENT AND SUBSCRIPTION SERVICES, PURSUANT TO A STATE PROCUREMENT CONTRACT, FROM SOFTWARE HOUSE INTERNATIONAL IN THE AMOUNT OF \$152,400.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Microsoft Enterprise Agreement and Subscription Services, pursuant to a state procurement contract, from Software House International in the amount of \$152,400.00.

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Program Signature Form

MBA/MBSA number

Proposal ID

Agreement number

01E73381

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

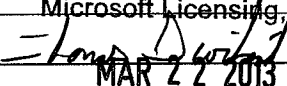
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-03621
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	X20-03622
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Fayetteville
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate	
Microsoft Licensing, GP	 Microsoft Licensing, GP  MAR 22 2013 Thomas Swihart Duly Authorized on behalf of Microsoft Licensing, GP
Signature _____	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Prepared By: Name of Preparer
Email of Preparer



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Proposal ID/Framework ID

Previous Enrollment number
(Reseller to complete)

Earliest expiring previous
Enrollment end date ¹
This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

Term. This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate's Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. Purpose.

This Enrollment enables Enrolled Affiliate's Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

3. Product Use Rights, Qualifying Systems Licenses and Transitions.

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.
- b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

- c. **Transitions.** The following requirements apply to Transitions:
- (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
 - (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period
 - (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
 - (iv) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
 - (v) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.
- d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
- (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
 - (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.
 - (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

4. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:
 - (i) Any future pricing (if applicable); and
 - (ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

5. **Order requirements.**

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must order Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Microsoft partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

- (i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.
- (ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
- (iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.

(iv) **Late true-up order.** If the true-up order is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
- 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

(v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.

(vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

- 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.

d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

6. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

7. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation

will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Online Services not eligible for an Extended Term. If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) Customer Data. Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

- 1) disable its account and then delete its Customer Data ("Data Deletion"); or
- 2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
- 3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.
- 4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
- 5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the agreement.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Use this section to identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes . Check only one box in this section:

☒ Enrolled Affiliate

☐ Enrolled Affiliate and the following Affiliate(s):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity (must be legal entity name)* City of Fayetteville

Contact name* First Brad **Last** Fulmer

Contact email address* BFULMER@CI.FAYETTEVILLE.AR.US

Street address* 113 West Mountain St

City* Fayetteville

State/Province* Arkansas

Postal code* 72701-6069

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* USA

Phone* (479) 575-8217

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as primary contact

Name of entity*

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

Microsoft account manager name:

Microsoft account manager email address:

- d. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as notices contact and Online Administrator

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

Country*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- e. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Avenue

City* Somerset

State/Province* New Jersey

Postal code* 08873

Country* USA

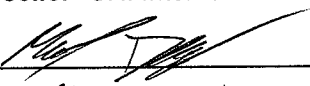
Contact name* Matt DeMetro

Phone* 888-764-8888

Contact email address* MSteam@shi.com

** indicates required fields*

The undersigned confirms that the information is correct.

Name of Reseller* SHI International Corp.
Signature* 
Printed name* Matt Demetro
Printed title* Licensing Specialist
Date* 3/20/2013

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- f. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? No

Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number
Microsoft to complete for initial term
Reseller to complete for renewal

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

☒ **Enterprise Products.** Choose platform option: Components only (not full platform)

Qualified Devices: 500

Qualified Users: 600

☒ **Enterprise Online Services¹**

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products ²	Quantity
Office Professional Plus	
Office Pro Plus	100
Office Pro Plus for Office 365	
Office 365 Plans¹	
Office 365 (Plan E1)	200
Office 365 (Plan E2)	
Office 365 (Plan E3)	400
Office 365 (Plan E4)	
Client Access License (CAL). Choose 1 Option.	
☐ Core CAL, including Bridge CAL's (if applicable)	
Core CAL	
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
☐ Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: <Choose One>	
Windows Desktop	
Windows OS Upgrade	500
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on ³	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP) ⁴	500

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products²	
☐	Office Pro Plus for Office 365
☐	Office 365 (Plan E1)
☐	Office 365 (Plan E2)
☐	Office 365 (Plan E3)
☐	Office 365 (Plan E4)
☐	Enterprise CAL (ECAL) Step-up, including Bridge CALs
☐	Windows Intune
☐	Windows Intune Add-on ³

This form must be attached to a signature form to be valid.



Pricing Proposal
Quotation #: 6314135
Created On: 2/13/2013
Valid Until: 2/28/2013

City of Fayetteville AR

Brad Fulmer

113 West Mountain St
Fayetteville, AR 72701
United States
Phone: (479) 575-8217
Fax:
Email: BFULMER@CI.FAYETTEVILLE.AR.US

Account Executive

David Rounds

1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Phone: 800-509-2295
Fax: 888.394.5322
Email: david_rounds@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	ExchgOnlnPlan1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TRA-00047 Note: Annual Cost	200	\$42.00	\$8,400.00
2	Off365PE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T6A-00024 Note: Annual Pricing	200	\$72.00	\$14,400.00
3	Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: UT6-00005 Note: Annual pricing	400	\$204.00	\$81,600.00
4	WinProw/MDOP ALNG UpgrdSAPk MVL Microsoft - Part#: K4U-00260 Note: Annual cost	500	\$60.00	\$30,000.00
5	OfficeProPlus ALNG LicSAPk MVL Microsoft - Part#: 269-05623 Note: annual pricing.	100	\$180.00	\$18,000.00

Additional Comments

Thank You for choosing SHI! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order.

For any additional information including Hardware or Software quotations, order status, invoices please contact your State of Arkansas Team Sales Representative.

888-394-5232 (phone)
888-394-5322 (fax)
arkansas@shi.com

Please include enduser contact information (name, phone, and email) on all POs.

Feel free to visit our State of Arkansas website for additional information:
<http://www.shi.com/ExpressLogon.asp?username=arkansas&password=arkansas>

Thank you!

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:	Date: Software House International Page 20 of 20
P.O Number:	Expected Delivery Date:

Vendor #: 13925	Vendor Name: SHI International Corp	Mail Yes: <u>X</u> No: <u> </u>
Address: 1250 Capital of Texas Hwy Building 10350	Fob Point:	Taxable Yes: <u> </u> No: <u>X</u>
City: Austin	State: TX	Zip Code: 78746
		Ship to code:
Requester: Brad Fulmer		Requester's Employee #: 2273
		Extension: 8217
		Divison Head Approval:
		Quotes Attached Yes: <u> </u> No: <u> </u>

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Exchange Online Plan1	200		42.00	\$8,400.00	4470.9470.5209.00	13009.1		
2	Office 365 E2 Plan	200		72.00	\$14,400.00	4470.9470.5209.00	13009.1		
3	Office 365 E3 Plan	400		204.00	\$81,600.00	4470.9470.5209.00	13009.1		
4	WinPro OS w/MDOP	500		60.00	\$30,000.00	4470.9470.5209.00	13009.1		
5	Office Professional Plus	100		180.00	\$18,000.00	4470.9470.5209.00	13009.1		
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: **\$152,400.00**

Tax:

Total: **\$152,400.00**

Approvals:

Mayor: Department Director: Purchasing Manager: Finance & Internal Services Director: Budget Manager: IT Manager: Dispatch Manager: Utilities Manager: Other:

January 30, 2013

City of Fayetteville – Planning Department
125 West Mountain Street
Fayetteville, Arkansas 72701
(479) 575-8287

RE: CMN Business Park II, Phase III - Rezoning of Lot 20 & 21

Dear Staff & Commissioners,

Please accept this letter as a formal request to allow the rezoning of the property located directly north of the intersection of Gregg Avenue and Van Asche Drive, also known as Lot 20 & 21 of the CMN Business Park II, Phase III, from C-1 Neighborhood Commercial to P-1 Institutional.

Lots 20 & 21 are currently owned by Steele Crossing III, LLC of Little Rock. The property is currently under contract with Haas Hall Academy of Fayetteville.

While the C-1 zoning district would allow Unit 4 (Cultural and Recreational Facilities) as a conditional use, the P-1 zoning district more closely aligns with the intended use of the property as a future school facility and would allow a permanent zoning designation with all of the rights and opportunities afforded to other public institutions. The proposed zoning will neither alter the population density of the surrounding area nor will it create an undesirable increase the anticipated load on any public services (schools, water, and sewer facilities). In addition, the proposed zoning use will blend well with the future land use designation of Urban Center Area and could potentially provide services for the adjacent future City Neighborhood Area directly to the West.

Currently, the majority of adjacent properties to the subject property are vacant land. The properties that are not vacant include an industrial facility to the west of Gregg Avenue with no direct access to Gregg Avenue, a residential neighborhood south of Van Asche Drive, and a residential neighborhood to the north of Mud Creek.

The appearance of and signage related to the future school facility (while not currently designed) will be in keeping with any and all applicable City of Fayetteville code requirements.

While additional traffic will be generated due to the addition of the future school facility, ingress and egress onto the site will be carefully designed and will strictly adhere to any and all applicable City of Fayetteville code requirements. The impacted sections of Gregg Ave and Van Asche Drive are currently underutilized four lane roads and are well suited handle any additional traffic impacts generated by the future school facility.

Water and Sewer services are available immediately surrounding the site both along the property's Gregg Avenue frontage (12" Water Main, 30" Sanitary Sewer Force Main) as well as along the property's eastern boundary with the Skull Creek Trail Corridor (36" Water Main, 15 & 16" Sanitary Sewer Mains).

Should any additional information be needed to begin to process this rezoning request, please do not hesitate to contact me.

Sincerely,

Leslie A. Tabor
McClelland Consulting Engineers, Inc
LTabor@McClelland-engrs.com
(479) 443-2377

Additional
Information
added at
agenda session
3/26/13.

City of Fayetteville Staff Review Form

C. 3
AR Rahim Metal Trading, Inc.
(Tyson Building Demolition)
Page 1 of 30

City Council Agenda Items
and
Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Utilities Management
Division

Utilities
Department

Action Required:

Approve a salvage contract with AR Rahim Metal Trading, Inc. who will remove the Tyson Building to within 6" of the slab grade, whereby the City will be paid a net amount of \$84,199.05.

Cost of this request	\$ 797,331	Tyson Building Demolition
4881.02	Category / Project Budget	Program Category / Project Name
4470.0947	\$ 5,950	Building Improvements
4470.9470.5400.00	Funds Used to Date	Program / Project Category Name
Account Number	\$ 791,381	Sales Tax Capital
02046.1301	Remaining Balance	Fund Name
Project Number		

Budgeted Item

XX

Budget Adjustment Attached

Spencer for David Jurgens
Department Director

3/21/13
Date

Previous Ordinance or Resolution # 26-13

Original Contract Date: 2/5/2013

Original Contract Number:

City Attorney

3-21-13
Date

Maria Hestwood
Finance and Internal Services Director

3/22/13
Date

03-21-13 A11:53 RCVD
Received in City
Clerk's Office

Kim J.

Chief of Staff

3/22/13
Date

Received in
Mayor's Office

ENTERED
3/21/13
JH

Mayor

3/25/13
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: March 21, 2013

Subject: Tyson Building Removal Contract with AR Rahim Metal Trading, Inc. for \$91,026

RECOMMENDATION

City Staff recommends approving a salvage contract with AR Rahim Metal Trading, Inc. who will remove the Tyson Building to within 6" of the slab grade, whereby the City will be paid a net amount \$84,199.05.

BACKGROUND

The City of Fayetteville is removing the Tyson Building at 1851 East Huntsville Road, in preparation for sale and development of approximately two acres of the site to Kum & Go. The sale contract was executed February 5th, 2013, and contains the following statement: "The City of Fayetteville agrees to demolish or pay a reputable contractor to demolish and remove unsalvageable debris of the old Tyson Factory to include removing its foundation, footings and slab within four months of both parties' execution of this Agreement." Staff developed a two part solution. First, we advertised the structure itself through GovDeals, an on-line bidding company, in an effort to sell the building for salvage. This produces several benefits: (1) it reduces the overall cost of removing the building; (2) it guarantees the maximum amount of material from the facility will be beneficially diverted from the landfill, either through reuse as-is, reuse for a different purpose, or recycling, meeting the requirement of Resolution 46-13 passed March 5th 2013, which states: "That City Council of the City of Fayetteville, Arkansas hereby requests that the administration ensure at least 75% of non-hazardous demolition waste from the former Mexican Original factory be recycled or otherwise diverted from the landfill as per LEED-NC MR c2.2." Second, supported by Garver Engineers, we are developing plans to solicit bids for a contractor remove the slab and foundation and grind all concrete, masonry, and asphalt material.

DISCUSSION

The GovDeals bid closed Wednesday, March 20th at 2:00 p.m. central time. Five organizations bid on the building, with AR Rahim Metal Trading out of Dallas, Texas being the winning bidder. Per the specifications of that bid, the contractor shall:

- remove the structure to within 6" of the slab within 90 days from issuance of the notice to proceed;
- leave all masonry and concrete on site for grinding by a follow-on contractor, and
- provide documentation of the disposition of all material from the structure.

Staff can negotiate with the bidder after the contract is awarded regarding repurposing of specific items of the structure.

AR Rahim Metal Trading shall pay GovDeals a total of \$91,026 for the purchase of the building, with the City receiving a net revenue of approximately \$84,199.05. Seller Premium Fees of \$6,826.95 will be withheld from the total amount by GovDeals.

BUDGET IMPACT

The City will receive net proceeds of \$84,199.05 that will be placed in Building Maintenance capital funding.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH AR RAHIM METAL TRADING, INC. IN THE NET AMOUNT OF \$84,199.05 FOR THE SALE AND REMOVAL OF THE TYSON BUILDING ON HUNTSVILLE ROAD

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with AR Rahim Metal Trading, Inc. in the net amount of \$84,199.05 for the sale and removal of the Tyson Building on Huntsville Road. A copy of the contract is attached and incorporated into this Resolution as Exhibit "A".

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

Reference: Sale 13-256, Industrial Building - Salvage & Scrap Material

Buyer: AR Rahim Metal Trading Inc.

Term: Single Project

Address of Building Sold: 1851 E. Huntsville Road, Fayetteville, AR 72701



This contract executed this _____ day of _____, 2013, between the City of Fayetteville, Arkansas, and **AR Rahim Metal Trading, Inc.** In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **AR Rahim Metal Trading, Inc.** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items per **Sale 13-256** as stated in **Sale 13-256**, and in accordance with specifications attached hereto and made a part hereof under **Sale 13-256**, all included herein as if spelled out word for word.
2. **AR Rahim Metal Trading, Inc.** understands and agrees no real estate or land is part of this contract.
3. All property removal and site clean up shall be completed within 90 calendar days of receiving Notice to Proceed from the City of Fayetteville, AR.
4. Completion of this contract includes but is not limited to demolition, removal of all equipment and materials; clean up of all required debris, and piling all concrete materials on site in a designated location.
5. **AR Rahim Metal Trading, Inc.** shall pay the following based auction titled **Sale 13-256** through GovDeals, Inc.
 - a. **AR Rahim Metal Trading, Inc.** shall pay GovDeals, Inc. a total of **\$95,577.30** for the purchase of this asset. Total money paid by **AR Rahim Metal Trading, Inc.** is allocated as:
 - i. \$91,026 for the purchased asset
 - ii. \$4,551.30 for Buyer's Premium Fees, paid to GovDeals, Inc. directly.
6. The Contract documents which comprise the contract between the City of Fayetteville and **AR Rahim Metal Trading, Inc.** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A:
 - i. Sale 13-256: Auction Information from GovDeals, Inc.: Live Auction View
 - ii. Sale 13-256: Auction Information from GovDeals, Inc.: Bid History
 - iii. Sale 13-256: Auction Information from GovDeals, Inc.: Seller's Certificate
 - iv. Sale 13-256: Structure Layout
 - v. Sale 13-256: Aerial Photographs, 2 total
 - vi. Sale 13-256: Terms and Conditions, Addendum 1 (amending Terms and Conditions)

- vii. Sale 13-256: Terms and Conditions
- viii. Sale 13-256: Bid Deposit Information

7. These Contract documents constitute the entire agreement between the City of Fayetteville and **AR Rahim Metal Trading, Inc.** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **AR Rahim Metal Trading, Inc.**
8. **AR Rahim Metal Trading, Inc.** shall not assign its duties under the terms of this agreement without prior express written consent by the City of Fayetteville.
9. **AR Rahim Metal Trading, Inc.** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **AR Rahim Metal Trading, Inc.** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
10. **AR Rahim Metal Trading, Inc.** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that the company carries the insurance listed in original auction which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **AR Rahim Metal Trading, Inc.** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by **AR Rahim Metal Trading, Inc.**
11. **AR Rahim Metal Trading, Inc.** shall furnish proof of licensure as required by all local and state agencies.
12. Liens against construction projects: **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and **AR Rahim Metal Trading, Inc.** promises to provide a performance bond in a sum equal to **\$250,000**. **AR Rahim Metal Trading, Inc.** shall notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.
13. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
14. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

AR RAHIM METAL TRADING, INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

LIONELD JORDAN, Mayor

Printed Buyer Name & Title

ATTEST:

ATTEST:

Company Secretary

Sondra Smith, City Clerk

Business Address

Date Signed: _____

City, State & Zip Code

Date Signed: _____

City of Fayetteville, AR And Rahim Metal Trading, Inc.

Sale 13-252 Appendix A

1. Sale 13-256: Auction Information from GovDeals, Inc.: Live Auction View
2. Sale 13-256: Auction Information from GovDeals, Inc.: Bid History
3. Sale 13-256: Auction Information from GovDeals, Inc.: Seller's Certificate
4. Sale 13-256: Structure Layout
5. Sale 13-256: Aerial Photographs, 2 total
6. Sale 13-256: Terms and Conditions, Addendum 1 (amending original Terms & Conditions)
7. Sale 13-256: Terms and Conditions
8. Sale 13-256: Bid Deposit Information



March 20, 2013, 02:50 PM ET P18

Like 1

Sale 13-256, Industrial Building - Salvage & Scrap Material ~TIME EXTENSION


[More media](#)

Restriction: Fayetteville Bid Deposit Required

Title Restriction	Condition	Category	Inventory ID
No	See Description	Buildings	13-256, Tyson Bldg/Equip

Auction Ends:	3/20/13 3:00 PM ET
Remaining:	9 Mins 33 Secs
Refresh Bid & Time	
Buyer's Premium:	5.00%
Starting Bid:	\$500.00
Bids:	17
High Bidder:	R**I
Current Bid:	\$1,300.00
Bid Increment:	\$25.00
Minimum Bid:	\$1,325.00
Terms and Conditions	

7,766 visitors

PLEASE NOTE TIME EXTENSION FOR REMOVAL, AS NOTED IN ADDENDUM 1.

A \$10,000 bid deposit is required prior to any bids being placed. See the attached document below for the instructions on how to make the deposit. Once the deposit is received, your bidder's account will be opened to bidding on this asset.

This auction is for an approximately 123,918 sq ft industrial building and remaining equipment for either salvage or scrap materials. Please note that no land is included with this sale. The structure is a modified class "C" & "S" light food manufacturing complex. The buyer shall dismantle/demolish the structure and all equipment on site down to within 6 inches of slab grade. Removal shall be complete within 90 calendar days of receiving notice to proceed from City of Fayetteville.

The exterior framing/walls are steel and concrete block. Interior framing/walls are steel and concrete block skeleton with wood partitioning in the finished office areas. Drywall and paneling wall coverings are in the finished areas, but are heavily damaged. The roof is standing seam metal over a steel frame. Some windows remain and are various fixed glass in metal frames. There are various storefront and metal security doors in the structure as well as industrial (tractor/trailer delivery) garage doors. The ceilings are dropped acoustic in the finished areas and open frame in the production and storage areas.

The property contains various industrial equipment and miscellaneous structures including, but not limited to storage silos, catwalks, sprinkler system, industrial size walk-in coolers, other refrigeration equipment, HVAC units and evaporation coils.

The building has been vacant for several years, and the operable condition of the equipment is unknown. There is not currently power to this facility. Most of the copper from this building has been removed. To our knowledge, all hazardous materials have been removed from the building.

The buyer shall leave only the demolished concrete materials for crushing/grinding by others in an area designated on-site by the City of Fayetteville.

The successful bidder will be required to execute a contract and be subject to any other terms and conditions as otherwise agreed to by both parties.

Please see the attached documents for specialized terms and conditions related to this sale.

This site is located at 1851 E Huntsville Rd, Fayetteville, AR 72701.

Only the item described herein is included in the sale regardless of what else is pictured.

Additional Info: [Structure Layout.pdf](#), [Aerial Photographs - Combined.pdf](#), [Terms and Conditions - Auction of Industrial B.pdf](#), [Sale 13-256 Addendum 1 - 03.pdf](#), [Tyson Bldg Environmental Studies PMI Inc.pdf](#), [Tyson Bldg Environmental Studies EEG Group.pdf](#), [City of Fayetteville Bid Deposit Information.pdf](#)

» Seller Information

[Ask a question](#)


Seller Name: City of Fayetteville, AR [\[view seller's other assets\]](#)
Asset Contact: Joanna Main (Phone: 479-575-8256)
Asset Location: 113 W Mountain St
 Fayetteville, Arkansas 72701
[Map to this location](#)

Q Inspection

Bidders are strongly urged to inspect prior to bidding.

Please contact Larry Rennie at 479-575-8360 for viewing or with questions about this building. A pre-bid/walk through inspection will be held Monday, March 11, 2013 at 10AM CST. Each attendee shall sign a liability waiver and release prior entering the facility. Proper footwear and a flashlight are highly recommended.

\$ Payment



Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express, Discover) only. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, Wire Transfer must be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

All payments will be made between the Buyer and GovDeals, Inc. Payment in full via Wire Transfer is due no later than 5 business days from the time and date of the Buyer's Certificate.

A \$10,000 bid deposit is required prior to any bids being placed. See the attached document for the instructions on how to make the deposit. Once the deposit is received, your bidder's account will be opened to bidding on this asset.

Performance Bond: High bidder will be required to submit a \$250,000 performance bond to the City of Fayetteville within 10 days of the Notice to Award.

The resulting contract for this bid must be approved by the City of Fayetteville Council before notice to proceed will be issued.

Ⓜ Removal

Time is of the essence. All property removal and site clean up shall be complete within 90 calendar days of receiving notice to proceed from the City of Fayetteville. There will be no extensions to this deadline. Liquidated damages in the amount of \$500 per calendar day shall be assessed for each day the project is not completed after the 90 calendar day requirement.

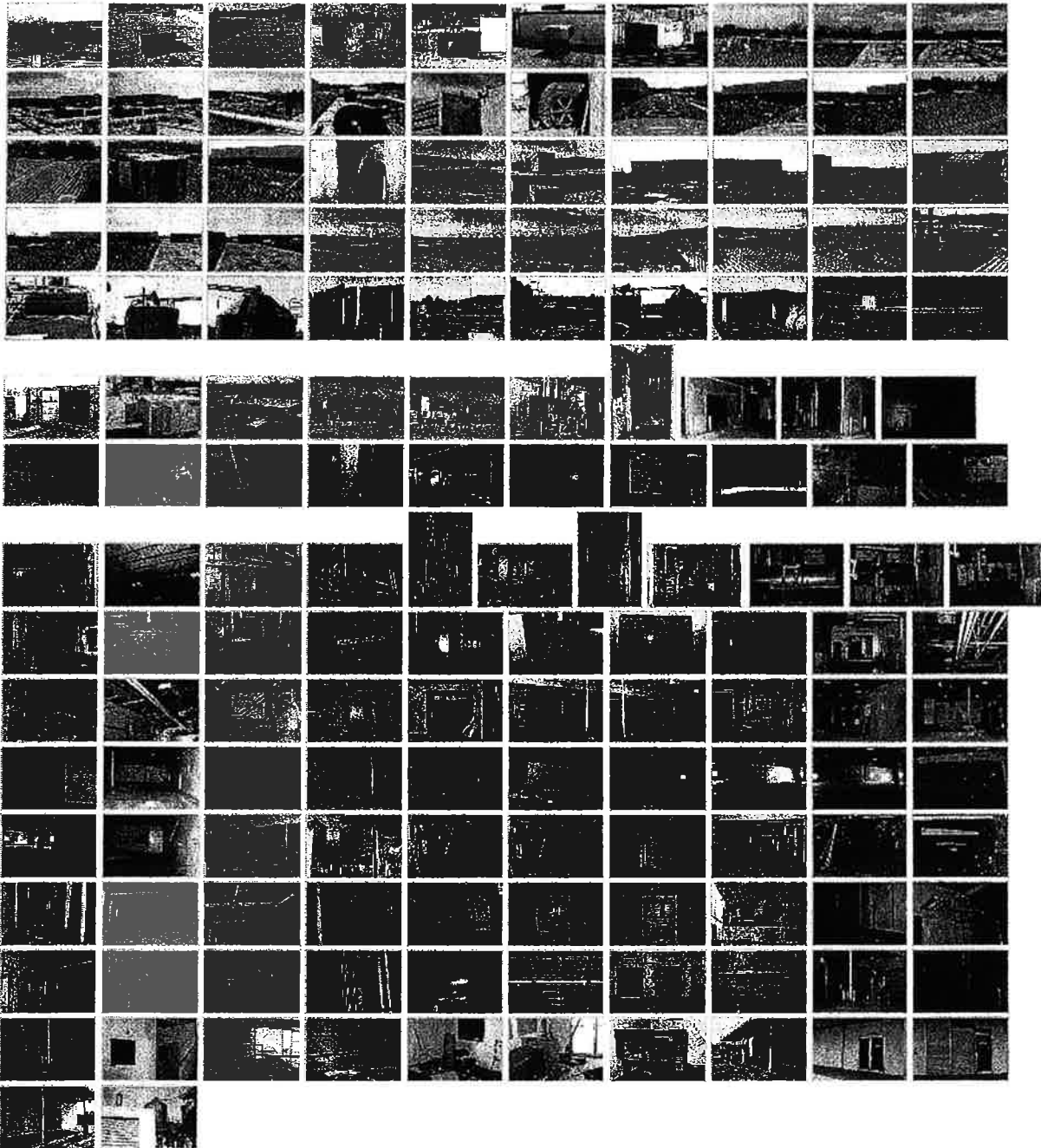
No work shall begin until a notice to proceed has been issued by the City of Fayetteville. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Demolition work may be performed between the hours of 7AM to 7PM Monday-Friday, 8AM to 7PM on Saturday and Noon to 7PM on Sunday only.

The high bidder shall provide all necessary tools and equipment to remove the structure. Any and all OSHA regulations shall be adhered to at all times during the removal process. The high bidder shall provide required insurance as specified in the attached terms and conditions, a signed contract and a performance bond prior to any work being commenced.

ALL SALES ARE FINAL!

📷 Media





Special Instructions

The City of Fayetteville reserves the right to reject any or all bids, to waive informalities or irregularities in any bid, to solicit for new bids, or to proceed to dispose of this property by other means, as may be determined to be in the best interest of the City of Fayetteville.

The resulting contract for this bid must be approved by the City of Fayetteville Council before notice to proceed will be issued.

Buyer will expressly assume all dangers, risks and hazards regarding the building and equipment removal and shall release, protect, indemnify and hold harmless the City of Fayetteville, its agents, employees and assigns from and against any and all claims, demands, causes of action and damages of any kind, including but not limited to, attorney's fees and litigation costs resulting from any accident, incident or occurrence arising out of or in any way resulting from the actions of the buyer in removal of the building or equipment.

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." City of Fayetteville, AR (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

For any questions regarding the City's processes for removal, payment, or pick up, contact Joanna Main at 479-575-8256.

If you are the winning bidder and default by failing to adhere to this seller's terms and conditions your account with GovDeals WILL BE LOCKED!

?Questions and Answers

[Ask a question](#)

Q: Only 30 days? This looks like a 6 month job, at least. You took 264 pictures, at two days removal per picture (that's fast)that would be 328 days to remove plus handle breakdowns, bad weather, city interference, ect. Can we get this time frame lifted? Cyndi451 (2/21/13 9:52 PM)

A: Due to other contractual obligations, this is a firm time frame. Update 2/28/13: The City is in process of negotiating a time extension for this project. Any changes will be posted to the auction listing as soon as possible. UPDATE 3/7/13: The removal time has been extended to 90 calendar days. (2/22/13 10:07 AM)

Q: what will happen if the bid winner goes pass the 30 days? (2/25/13 2:57 PM)

A: The removal time has been extended to 90 calendar days. Liquidated damages in the amount of \$500 per day will be assessed after the 90 day requirement. (3/8/13 9:52 AM)

Q: 30 Days is not close for us. Six months maybe? (2/27/13 4:10 PM)

A: The City is in process of negotiating a time extension for this project. Any changes will be posted to the auction listing as soon as possible. UPDATE 3/7/13: The removal time has been extended to 90 calendar days. (2/28/13 3:13 PM)

Q: will you take a bid bond in the amount of 10,000.00? (2/28/13 10:31 AM)

A: At this time we are only allowing the \$10,000 bid deposit to be made with GovDeals prior to bidding. (3/4/13 4:10 PM)

Q: Can we get more time, it is hard to finish in 30 Days? (2/28/13 2:49 PM)

A: The City is in process of negotiating a time extension for this project. Any changes will be posted to the auction listing as soon as possible. UPDATE 3/7/13: The removal time has been extended to 90 calendar days. (2/28/13 3:14 PM)

Q: Does the city require a demolition permit (3/1/13 3:51 AM)

A: Yes, a demolition permit will be required through the City of Fayetteville Development Services. The fee for the permit will be waived. The permit must be pulled by an individual or company holding a contractor's license through the State of Arkansas. For more detailed information concerning the permit process, you may contact Building Safety in Development Services by calling 479-575-8233. (3/1/13 10:06 AM)

Q: The time frame of 30 days is not an issue for the demolition, as long as its not including the time it takes to get the permit, bonding requirements and mobilization. It separates the good contractors from the bad. Can you change the 30 days to be from the actual start date of the demolition? (3/4/13 8:15 AM)

A: The current schedule is set so that the auction is closing on 3/20/13 and the contract is to go before our City Council for approval on the evening of 4/2/13. The successful bidder will be issued a notice of award and will have 10 days to provide required documentation to the City. The demolition permit may be pulled with the City using the notice of award. Once we have the required documentation on file, a notice to proceed will be issued. The time to complete the removal is based from the notice to proceed date. At this time, the City is in the process of negotiating a time extension for this project. Any changes will be posted to the auction listing as soon as possible. UPDATE 3/7/13: The removal time has been extended to 90 calendar days. (3/4/13 4:31 PM)

Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.
Contact us with any questions, comments or concerns.
Copyright © 2013, GovDeals, Inc. All Rights Reserved. [Site Map](#)

**Liquidity
Services Inc.**

**Government
Liquidation**
A LIQUIDITY SERVICES MARKETPLACE

Liquidation.com
A LIQUIDITY SERVICES MARKETPLACE

**Network
International**
A LIQUIDITY SERVICES MARKETPLACE

TruckCenter.com
A LIQUIDITY SERVICES MARKETPLACE

**GoIndustry
DoveBid**
A LIQUIDITY SERVICES MARKETPLACE



 A Liquidata Services Marketplace	City of Fayetteville, AR timeout in 58:43 Joanna Main Log Out	Site consultant OFFLINE LEAVE YOUR MESSAGE 																																																						
HOME ASSETS MAINTENANCE TIERS SECURITY REPORTS INFORMATION HELP																																																								
Blank Asset Q & A (7) Modify Asset Bill of Sale Auction Dates Bid Awards Previous Results																																																								
Bid history for Sale 13-256, Industrial Building - Salvage & Scrap Material ~TIME EXTENSION Auction Start Date: 02/20/2013 6:02 PM Auction End Date: 03/20/2013 3:00 PM Asset ID: 256																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Userid</th> <th style="width: 30%;">Bid Date/Time</th> <th style="width: 30%;">Bid Amount</th> </tr> </thead> <tbody> <tr><td>arcinc</td><td>03/20/2013 2:59:45 PM</td><td>\$91,026.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:59:45 PM</td><td>\$91,001.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:59:26 PM</td><td>\$15,025.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:59:26 PM</td><td>\$15,000.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:59:17 PM</td><td>\$10,025.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:59:17 PM</td><td>\$10,000.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:59:06 PM</td><td>\$4,775.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:59:06 PM</td><td>\$4,750.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:58:55 PM</td><td>\$4,525.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:58:55 PM</td><td>\$4,500.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:58:46 PM</td><td>\$4,025.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:58:46 PM</td><td>\$4,000.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:58:32 PM</td><td>\$3,525.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:58:32 PM</td><td>\$3,500.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:57:43 PM</td><td>\$2,625.00</td></tr> <tr><td>brucef</td><td>03/20/2013 2:57:43 PM</td><td>\$2,600.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:56:46 PM</td><td>\$1,525.00</td></tr> </tbody> </table>			Userid	Bid Date/Time	Bid Amount	arcinc	03/20/2013 2:59:45 PM	\$91,026.00	RMCI	03/20/2013 2:59:45 PM	\$91,001.00	RMCI	03/20/2013 2:59:26 PM	\$15,025.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:59:26 PM	\$15,000.00	RMCI	03/20/2013 2:59:17 PM	\$10,025.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:59:17 PM	\$10,000.00	RMCI	03/20/2013 2:59:06 PM	\$4,775.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:59:06 PM	\$4,750.00	RMCI	03/20/2013 2:58:55 PM	\$4,525.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:55 PM	\$4,500.00	RMCI	03/20/2013 2:58:46 PM	\$4,025.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:46 PM	\$4,000.00	RMCI	03/20/2013 2:58:32 PM	\$3,525.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:32 PM	\$3,500.00	RMCI	03/20/2013 2:57:43 PM	\$2,625.00	brucef	03/20/2013 2:57:43 PM	\$2,600.00	RMCI	03/20/2013 2:56:46 PM	\$1,525.00
Userid	Bid Date/Time	Bid Amount																																																						
arcinc	03/20/2013 2:59:45 PM	\$91,026.00																																																						
RMCI	03/20/2013 2:59:45 PM	\$91,001.00																																																						
RMCI	03/20/2013 2:59:26 PM	\$15,025.00																																																						
J.WANGEN@IDSDEMO.COM	03/20/2013 2:59:26 PM	\$15,000.00																																																						
RMCI	03/20/2013 2:59:17 PM	\$10,025.00																																																						
J.WANGEN@IDSDEMO.COM	03/20/2013 2:59:17 PM	\$10,000.00																																																						
RMCI	03/20/2013 2:59:06 PM	\$4,775.00																																																						
J.WANGEN@IDSDEMO.COM	03/20/2013 2:59:06 PM	\$4,750.00																																																						
RMCI	03/20/2013 2:58:55 PM	\$4,525.00																																																						
J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:55 PM	\$4,500.00																																																						
RMCI	03/20/2013 2:58:46 PM	\$4,025.00																																																						
J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:46 PM	\$4,000.00																																																						
RMCI	03/20/2013 2:58:32 PM	\$3,525.00																																																						
J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:32 PM	\$3,500.00																																																						
RMCI	03/20/2013 2:57:43 PM	\$2,625.00																																																						
brucef	03/20/2013 2:57:43 PM	\$2,600.00																																																						
RMCI	03/20/2013 2:56:46 PM	\$1,525.00																																																						

brucef	03/20/2013 2:56:46 PM	\$1,500.00
RMCI	03/20/2013 2:39:08 PM	\$1,300.00
arcinc	03/20/2013 2:34:58 PM	\$1,275.00
J.WANGEN@IDSDEMO.COM	03/20/2013 1:49:51 PM	\$1,250.00
brucef	03/20/2013 1:49:51 PM	\$1,200.00
brucef	03/20/2013 1:49:37 PM	\$1,125.00
J.WANGEN@IDSDEMO.COM	03/20/2013 1:49:37 PM	\$1,100.00
brucef	03/20/2013 1:49:20 PM	\$975.00
J.WANGEN@IDSDEMO.COM	03/20/2013 1:49:20 PM	\$950.00
brucef	03/20/2013 1:48:59 PM	\$875.00
J.WANGEN@IDSDEMO.COM	03/20/2013 1:48:59 PM	\$850.00
brucef	03/20/2013 1:35:57 PM	\$775.00
J.WANGEN@IDSDEMO.COM	03/20/2013 11:28:02 AM	\$750.00
lolaw	03/20/2013 11:28:02 AM	\$600.00
lolaw	03/19/2013 8:35:42 PM	\$565.00
arcinc	03/19/2013 8:35:08 PM	\$540.00
lolaw	03/19/2013 8:35:08 PM	\$525.00
arcinc	03/18/2013 1:50:58 PM	\$500.00

For Support, contact your CSR: [Buck Pelfrey](#) (423-260-7428) or call 800-613-0156 from 9 am - 6 pm ET or [email Support](#). [Site Map](#)

Acct ID: 3249 - P13

[Print](#) - [Close](#)

GovDeals Seller's Certificate: 256-0320131500-3249

Congratulations, City of Fayetteville, AR has sold another item on the GovDeals Auction Services.

BUYER (#77401)		SELLER (#3249)	
Name:	mohamed azam	Agency:	City of Fayetteville, AR
Company:	Ar rahim metal trading Inc	Contact:	Joanna Main
Title To:	mohamed azam	Phone:	479-575-8256
Phone:	972-325-1574	Email:	jmain@ci.fayetteville.ar.us
Fax:	972-483-4737	Address:	113 W Mountain St. Room 306 Fayetteville, AR 72701
Email:	arcinc711@gmail.com		
Address:	4653 Wyoming St 4653 Wyoming Street Dallas, TX 75211-7843		

ITEM INFORMATION FOR ASSET ID: 256			
Item:	Sale 13-256, Industrial Building - Salvage & Scrap Material ~TIME EXTENSION		
Pick Up Location:	113 W Mountain St, Fayetteville, AR 72701		
Inventory ID:	13-256, Tyson Bldg/Equip	Account ID:	3249
Condition:	See Description	Quantity:	1 each
Make/Brand:	Not Provided	Model:	Not Provided
VIN/Serial:	Not Provided	Model Year:	Not Provided
Meter:	0 (Accurate?:)	Title Restrictions:	No

Date	Item		Amount
03/20/2013 3:00 PM	Sale 13-256, Industrial Building - Salvage & Scrap Material ~TIME EXTENSION		\$91,026.00
	Tax	None	\$0.00
	Buyer's Premium	5.00%	\$4,551.30
		Total	\$95,577.30

Payment Instructions:

All payments will be made between the Buyer and GovDeals, Inc. Payment in full via Wire Transfer is due no later than 5 business days from the time and date of the Buyer's Certificate.

A \$10,000 bid deposit is required prior to any bids being placed. See the attached document for the instructions on how to make the deposit. Once the deposit is received, your bidder's account will be opened to bidding on this asset.

Performance Bond: High bidder will be required to submit a \$250,000 performance bond to the City of Fayetteville within 10 days of the Notice to Award.

The resulting contract for this bid must be approved by the City of Fayetteville Council before notice to proceed will be issued.

Removal Instructions:

Time is of the essence. All property removal and site clean up shall be complete within 90 calendar days of receiving notice to proceed from the City of Fayetteville. There will be no extensions to this deadline. Liquidated damages in the amount of \$500 per calendar day shall be assessed for each day the project is not completed after the 90 calendar day requirement.

No work shall begin until a notice to proceed has been issued by the City of Fayetteville. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Demolition work may be performed between the hours of 7AM to 7PM Monday-Friday, 8AM to 7PM on Saturday and Noon to 7PM on Sunday only.

The high bidder shall provide all necessary tools and equipment to remove the structure. Any and all OSHA regulations shall be adhered to at all times during the removal process. The high bidder shall provide required insurance as specified in the attached terms and conditions, a signed contract and a performance bond prior to any work being commenced.

ALL SALES ARE FINAL!

Special Instructions:

The City of Fayetteville reserves the right to reject any or all bids, to waive informalities or irregularities in any bid, to solicit for new bids, or to proceed to dispose of this property by other means, as may be determined to be in the best interest of the City of Fayetteville.

The resulting contract for this bid must be approved by the City of Fayetteville Council before notice to proceed will be issued.

Buyer will expressly assume all dangers, risks and hazards regarding the building and equipment removal and shall release, protect, indemnify and hold harmless the City of Fayetteville, its agents, employees and assigns from and against any and all claims, demands, causes of action and damages of any kind, including but not limited to, attorney's fees and litigation costs resulting from any accident, incident or

occurrence arising out of or in any way resulting from the actions of the buyer in removal of the building or equipment.

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." City of Fayetteville, AR (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

For any questions regarding the City's processes for removal, payment, or pick up, contact Joanna Main at 479-575-8256.

If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals WILL BE LOCKED!

Description:

PLEASE NOTE TIME EXTENSION FOR REMOVAL, AS NOTED IN ADDENDUM 1.

A \$10,000 bid deposit is required prior to any bids being placed. See the attached document below for the instructions on how to make the deposit. Once the deposit is received, your bidder's account will be opened to bidding on this asset.

This auction is for an approximately 123,918 sq ft industrial building and remaining equipment for either salvage or scrap materials. Please note that no land is included with this sale. The structure is a modified class "C" & "S" light food manufacturing complex. The buyer shall dismantle/demolish the structure and all equipment on site down to within 6 inches of slab grade. **Removal shall be complete within 90 calendar days of receiving notice to proceed from City of Fayetteville.**

The exterior framing/walls are steel and concrete block. Interior framing/walls are steel and concrete block skeleton with wood partitioning in the finished office areas. Drywall and paneling wall coverings are in the finished areas, but are heavily damaged. The roof is standing seam metal over a steel frame. Some windows remain and are various fixed glass in metal frames. There are various storefront and metal security doors in the structure as well as industrial (tractor/trailer delivery) garage doors. The ceilings are dropped acoustic in the finished areas and open frame in the production and storage areas.

The property contains various industrial equipment and miscellaneous structures including, but not limited to storage silos, catwalks, sprinkler system, industrial size walk-in coolers, other refrigeration equipment, HVAC units and evaporation coils.

The building has been vacant for several years, and the operable condition of the equipment is unknown. There is not currently power to this facility. Most of the copper from this building has been removed. To our knowledge, all hazardous materials have been removed from the building.

The buyer shall leave only the demolished concrete materials for crushing/grinding by others in an area designated on-site by the City of Fayetteville.

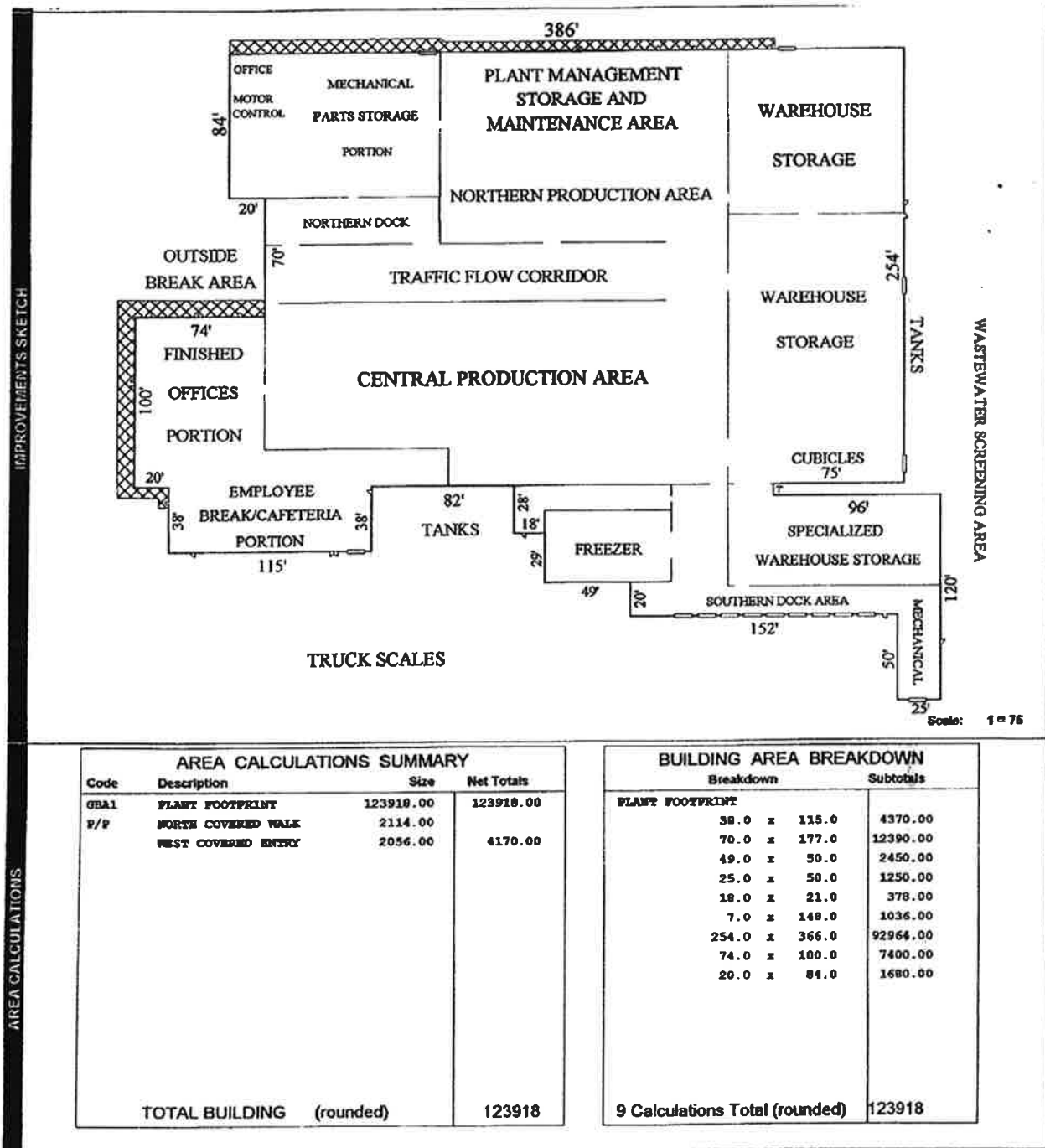
The successful bidder will be required to execute a contract and be subject to any other terms and conditions as otherwise agreed to by both parties.

Please see the attached documents for specialized terms and conditions related to this sale.

This site is located at 1851 E Huntsville Rd, Fayetteville, AR 72701.

Only the item described herein is included in the sale regardless of what else is pictured.

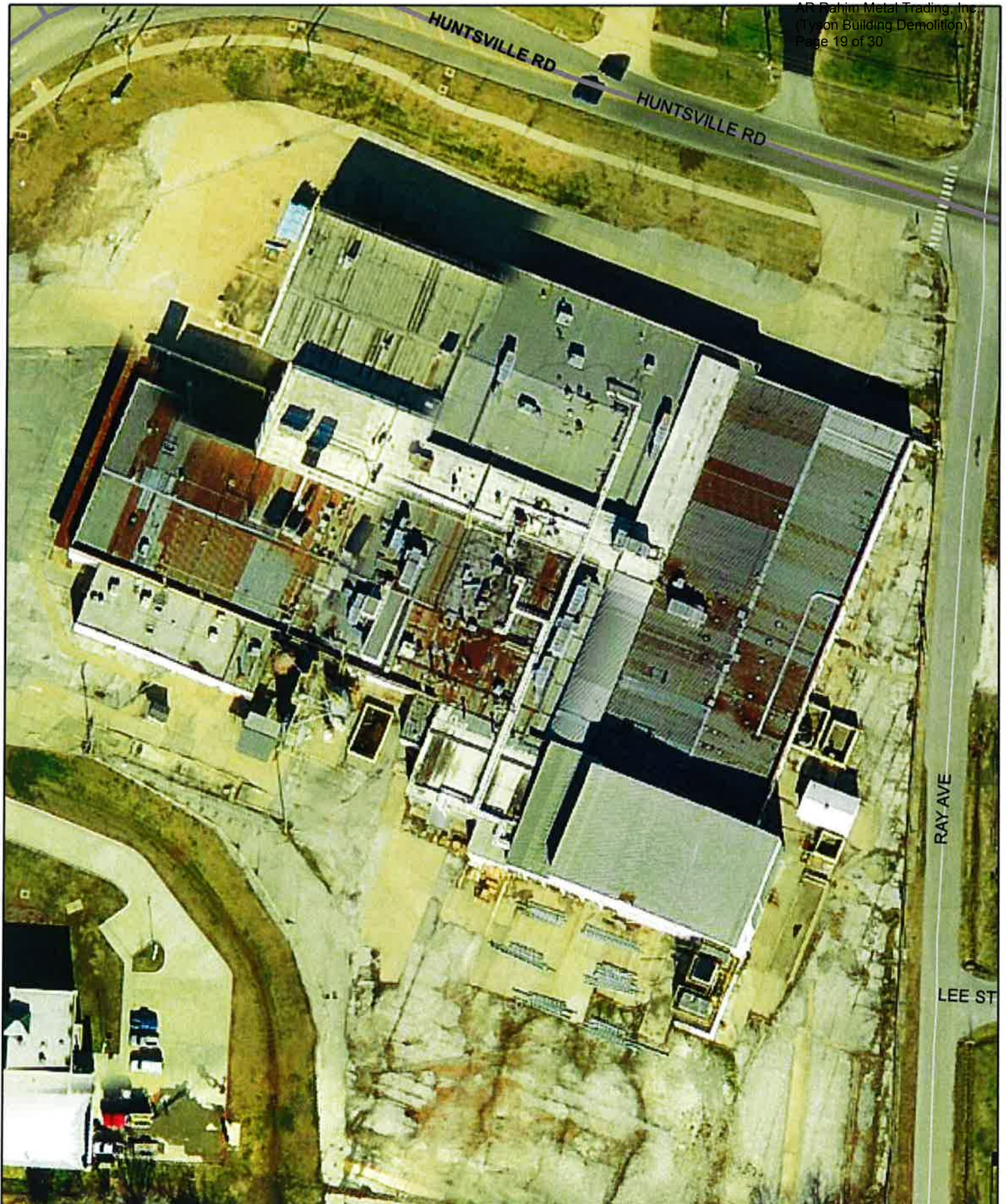
Building Sketch – Original Plant Layout (referenced in photos)



The Real Estate Consultants

APEX SOFTWARE 800-858-9958

Auto7100-44 Apex2



0 40 80 160 240 Feet





0 70 140 280 420 Feet



Sale 13-256, Addendum 1



Date: Friday, March 08, 2013

To: All Prospective Bidders

From: Joanna Main, CPPB – 479-575-8256 – jmain@ci.fayetteville.ar.us

RE: Sale 13-256, Industrial Building – Salvage & Scrap Materials

This addendum is hereby made a part of the terms and conditions to the same extent as though it were originally included therein.

• **Sale 13-256 has the following modifications and clarifications listed below:**

- 1.) All property removal and site clean up shall be complete within 90 calendar days of receiving Notice to Proceed from the City of Fayetteville.
 - a. Liquidated damages in the amount of \$500 per calendar day shall be assessed for each day the project is not completed after the 90 calendar day requirement.
- 2.) Any rented or leased dumpster(s) required for job completion shall be obtained through the City of Fayetteville Solid Waste Division Drop Box Program. For more information please call Commercial Services at 479-575-8397.
- 3.) "Call Before You Dig" State Law:
 - a. State Laws passed requiring notification and marking of underground items before digging on a construction project using mechanized equipment or hand tools are a requirement of this project. Failure to not do so can result in penalties. Safety is entirely the responsibility of the Contractor(s) and the Contractor(s) are to obtain a full understanding of and comply with all notification laws, regulations or customary requirements of the location, jurisdiction or place in which the work is to be performed. The phone number for Arkansas One Call is 1-800-482-8998.
- 4.) Copies of the environmental site assessment and the asbestos removal reports are now included with the sale documents. These reports are for informational purposes only. To our knowledge, all hazardous materials have been removed from the building.
- 5.) All reinforcing metal and other non-grindable material must be removed and recycled and/or properly disposed of by the contractor.
- 6.) All materials disposition shall be documented in compliance with LEED-NC MRc2.2. Documentation shall be provided to the City of Fayetteville. The expectation is that at least 75% of the non-hazardous demolition waste from this site can be reused, repurposed, recycled or otherwise diverted from the landfill.

ONLINE AUCTION

*Sale of Industrial Building
for Salvage & Scrap Materials*

TERMS AND CONDITIONS



**On-site inspection: Monday, March 11, 2013
at 10:00 AM, local time**

**1851 E. Huntsville Road,
Fayetteville, AR 72701**

Posted online: 02/20/2013
In coordination with [GovDeals.com](http://www.govdeals.com)

Direct Link to Auction:

<http://www.govdeals.com/index.cfm?fa=Main.Item&itemid=256&acctid=3249>

OR

www.govdeals.com, search by location, enter zip code 72701,
select City of Fayetteville, AR

TERMS AND CONDITIONS ONLINE AUCTION

Sale of Industrial Building located at 1851 E. Huntsville Rd., Fayetteville, AR

1.0 Background

- 1.1 The City of Fayetteville is auctioning a currently owned industrial building to the highest bidder. This sale does NOT include any real estate or land. This auction is ONLY for the actual building and its components.
- 1.2 This online auction is solely being handled through the City's third party auction partner, GovDeals. All bids shall be handled through the auction website. No bids shall be accepted in any other manner.
- 1.3 This building is currently unoccupied and is owned by the City of Fayetteville, Arkansas.
- 1.4 This building was a former Tyson Mexican Original production facility.

2.0 General Building Information

- 2.1 Address: 1851 S. Huntsville Rd., Fayetteville, Arkansas 72701
- 2.2 Approximate square footage is 123,918
- 2.3 This auction is for an industrial building and remaining equipment for either salvage or scrap materials. The structure is a modified class "C" & "S" light food manufacturing complex.
- 2.4 Exterior framing/walls are steel and concrete block.
- 2.5 Interior framing/walls are steel and concrete block skeleton with wood partitioning in the finished office areas. Drywall and paneling wall coverings are in the finished areas, but are heavily damaged. Some windows remain and are various size fixed glass in metal frames. There are various storefront and metal security doors and industrial (tractor/trailer delivery) garage doors in the structure.
- 2.6 The roof is standing seam metal over a steel frame.
- 2.7 The ceilings are dropped acoustic in the finished areas and open frame in the production and storage areas.
- 2.8 The property contains various industrial equipment and miscellaneous structures including, but not limited to storage silos, catwalks, sprinkler system, industrial size walk-in coolers, other refrigeration equipment, HVAC units and evaporation coils.
- 2.9 The building has been vacant for several years, and the operable condition of the equipment is unknown. There is not currently power to this facility. Most of the copper from this building has been removed. To our knowledge, all hazardous materials have been removed from the building.

3.0 Inspection

- 3.1 Bidders are strongly urged to inspect prior to bidding.

- 3.2 There will be an on-site inspection held on Monday, March 11, 2013 at 10:00 AM, local time. This inspection is non-mandatory; however, all interested parties are strongly encouraged to attend.
- 3.3 Please contact Larry Rennie at 479-575-8360 for viewing or with questions about this building.
- 3.4 Each attendee shall sign a liability waiver and release prior entering the facility.
- 3.5 Proper footwear and a flashlight are highly recommended.
- 3.6 Site inspection prior to bid is strongly encouraged although not required; however, conditions discovered after the close of the auction that should have been reasonably found on site inspection shall not be grounds for a change in the bid price.

4.0 Licensing and Permit Requirements

- 4.1 Demolition work shall be performed by a contractor licensed by the State of Arkansas. Please be aware: Buyer of the auction does NOT have to be a contractor licensed in the State of Arkansas; however, must subcontract with a company holding such license. Any subcontractors must be brought to the attention of the City of Fayetteville prior to contract award.
- 4.2 The State of Arkansas has reciprocity with several states for obtaining a license through the State of Arkansas Contractor's Licensing Board. To inquire about obtaining an Arkansas State Contractor's License, contact the Arkansas Contractors Licensing Board at <http://aclb.arkansas.gov> or (501) 372-4661.
- 4.3 Demolition permit will be required through the City of Fayetteville Development Services. The fee for this permit will be waived. **This permit must be pulled by a company holding a contractor's license through the State of Arkansas.**
 - 4.3.1 An asbestos report is required to pull the demolition permit and will be provided by the City of Fayetteville.

5.0 Deposit Requirements

- 5.1 All bids for this auction require a deposit in the amount of \$10,000 via wire transfer to GovDeals. Once the deposit is received, the bidder's account will be enabled to bid on this asset/auction.
- 5.2 Problems or questions regarding the deposit can be directed to GovDeals Accounting Department at 1-800-613-0156 (extension 4) or accounting@govdeals.com.
- 5.3 Deposits from non-winning bidders will be returned within 5 (five) days after the close of auction from GovDeals. If applicable, any remaining deposit from the awarded bidder will be returned from GovDeals after the City has received the required performance bond.
- 5.4 Deposit Instructions:

Name of Bank: Bank of America
Bank Address: 103 West 33rd St New York, NY 10001
Beneficiary: Liquidity Services, Inc
Name of Account: GovDeals Inc GD FSS
ABA Routing Number: 026009593

Account Number: 226004433923
Reference: Fayetteville Bid Deposit

6.0 Payment

- 6.1 All payments shall be made between the Buyer and GovDeals, Inc.
- 6.2 Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express, Discover) only. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, Wire Transfer shall be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.
- 6.3 In the event highest bid is less than initial deposit amount of \$10,000, the difference in the final auction price (plus any applicable fees) and initial deposit will be refunded.

7.0 Performance Bond Requirements (required after close of auction)

- 7.1 High bidder shall submit a \$250,000 performance bond guaranteeing completion of the project to the City of Fayetteville within 10 days of the Notice to Award following approval from the City Council meeting to be held on Tuesday, April 02, 2013. Once a valid performance bond is provided to the City, the remaining deposit, if any, will be refunded to the Buyer.
- 7.2 Completion of the project includes but is not limited to demolition, removal of all equipment and materials; clean up of all required debris, and piling all concrete materials on site in a designated location.

8.0 Insurance Requirements (required after close of auction)

- 8.1 The successful Buyer and any subcontractor shall provide a Certificate of Insurance in accordance with specifications listed below prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.
- 8.2 Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- 8.3 Insurance requirements to be maintained throughout the contract (for Buyer and any subcontractor(s) include:
 - 8.3.1 Certificate of insurance showing proof of General liability insurance in an minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate
 - 8.3.2 Auto liability in an amount of at least \$500,000
 - 8.3.3 Workers compensation as required by state statute

9.0 Removal Requirements

- 9.1 Time is of the essence. All property removal and site clean up shall be complete within 30 calendar days of receiving Notice to Proceed from the City of Fayetteville. There will be no

extensions to this deadline.

- 9.2 Buyer is responsible for demolition and removal of the structure and all aboveground debris to within 6 inches of slab grade. This will include, but shall not be limited to, removal of all building-related materials, roofs, walls and building contents and any other invisible features apparent to or suspected by Buyer.
- 9.3 The City of Fayetteville strongly encourages the buyer to recycle and salvage as much building material as possible during this process. All concrete materials shall be left on site in an area designated by the City of Fayetteville. All other material shall become the property of the Buyer and shall be removed promptly.
- 9.4 The Buyer is responsible for rigging, loading, securing and transporting, including all costs and risks associated with removal.
- 9.5 No work shall begin until a notice to proceed has been issued by the City of Fayetteville. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property.
- 9.6 Demolition work may be performed between the hours of 7AM to 7PM Monday-Friday, 8AM to 7PM on Saturday and Noon to 7PM on Sunday only.
- 9.7 Actual slab/foundation will be removed by others and is not included in this auction.
- 9.8 Buyer shall leave only the demolished concrete materials for crushing/grinding by others in a single contained area designated on-site by the City of Fayetteville.
- 9.9 The high bidder shall provide all necessary tools and equipment to remove the structure down as specified. Any and all OSHA regulations shall be adhered to at all times during the removal process. The high bidder shall provide required insurance as specified, a signed contract and a performance bond prior to any work being commenced.
- 9.10 The site shall be secured at all times to prevent public from entering structure until dismantling activities are completed.
- 9.11 Buyer shall be responsible for any and all damages to neighboring properties, streets and sidewalks not included with this sale.
- 9.12 The use of fire or explosives is strictly prohibited.

10.0 Special Conditions

- 10.1 All sales are final.
- 10.2 Only the item described herein is included in the sale regardless of what else is pictured. The existing traffic poles on the south side of the building are the property of the City of Fayetteville are not included in the sale, and will be removed prior to issuance of the notice to proceed.
- 10.3 Buyer and any subcontractor(s) shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- 10.4 Pursuant to Arkansas Code Annotated §22-9-203 the City of Fayetteville encourages all qualified small, minority and women's business enterprises to bid on and receive contracts for goods,

services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified small, minority and women's business enterprises.

- 10.5 Buyer and any subcontractor(s) shall adhere to all federal, state, and local laws, including but not limited to OSHA requirements.
- 10.6 All expenses involved with the preparation and submission of bids, 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.
- 10.7 Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.
- 10.8 The successful bidder agrees to indemnify the City and hold it harmless from and against any and all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.
- 10.9 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.
- 10.10 The City of Fayetteville encourages its bidders to use recycled products and methods in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.
- 10.11 Any uncertainties shall be brought to the attention of the City of Fayetteville Purchasing Department immediately via telephone (479.575.8256) or e-mail (purchasing@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- 10.12 Buyer will expressly assume all dangers, risks and hazards regarding the building and equipment removal and shall release, protect, indemnify and hold harmless the City of Fayetteville, it's agents, employees and assigns from and against any and all claims, demands, causes of action and damages of any kind, including but not limited to, attorney's fees and litigation costs resulting from any accident, incident or occurrence arising out of or in any way resulting from the actions of the buyer in the removal of the building or equipment.
- 10.13 The buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential or otherwise.
- 10.14 The City of Fayetteville reserves the right to reject any or all bids, to waive informalities or irregularities in any bid, to solicit for new bids or to proceed to dispose of this property by other means, as may be determined to be in the best interest of the City.
- 10.15 City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request

is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

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

11.0 Subcontracting

- 11.1 The Buyer 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 prior to signing of contract.

12.0 Execution of Agreement

- 12.1 The successful buyer will be required to execute a contract, composed of this packet and final auction details, and be subject to any other terms and conditions as otherwise agreed to by both parties.
- 12.2 Upon signing the agreement, Buyer agrees he/she has read and agrees to the requirements set forth in this auction, including specifications, terms, standard conditions, and any pertinent information regarding the articles being purchased. The Buyer shall comply with all specifications and requirements for delivery, documentation and support as specified herein.
- 12.3 The resulting agreement/contract for this bid shall be approved by the City of Fayetteville Council before notice to proceed will be issued.

13.0 Attachments to this Package

- 13.1 Information posted with this auction at www.govdeals.com.
- 13.2 Additional attachments on the auction page and hereby included with this packet:
- 13.2.1 Structure Layout
 - 13.2.2 Deposit Information
 - 13.2.3 Aerial Photographs

City of Fayetteville Bid Deposit Instructions

Below is the information for making the wire transfer to GovDeals for the Bid Deposit. A \$10,000 Bid deposit is required to bid on this property.

Name of Bank: Bank of America
Bank Address: 103 West 33rd St New York, NY 10001
Beneficiary: Liquidity Services, Inc
Name of Account: GovDeals Inc GD FSS
ABA Routing Number: 026009593
Account Number: 226004433923
Reference: Fayetteville Bid Deposit

Please contact GovDeals Accounting at 800-613-0156 x4 or accounting@govdeals.com for any questions.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Jesse Fulcher, Current Planner

Date: March 22, 2013

Subject: (LSD 12-4295) Appeal of Planning Commission decision - Casey's General Store

RECOMMENDATION

City Planning and Engineering staff recommended denial of a proposed driveway connection to Wedington Drive. The driveway does not meet access and development regulations provided in the Unified Development Code, and in staff's opinion, subjects drivers on Wedington Drive to an increased number of unsafe turning movements, congestion and delay.

The Access Management Ordinance, adopted by the City Council in 2008, regulates the location of driveways based on street classification, among other things. These standards were adopted so that new access to development would not create or contribute to unsafe or congested conditions, especially along arterial roadways such as Wedington Drive. As new access points are created, the potential for vehicle conflicts between through traffic and traffic using the access increases. In addition to decreased safety, poorly designed access points increase congestion and traffic delays.

Since the Planning Commission reviewed the project on March 19th, the driveway design has been slightly modified. The entrance is now rounded in an attempt to limit access into the site from east-bound traffic on Wedington. Similar modified driveway designs have been implemented at other projects with the same intent. However, in staff's opinion, they have not been successful in discouraging the most dangerous turning movements, left-in and left-out. The new design will still allow east-bound traffic on Wedington to enter the site. City staff, the Arkansas Highway and Transportation Department and a traffic engineer (hired by the previous applicant on this site, Kum & Go) have all voiced concerns with this situation. The concern is that east-bound traffic will stop on Wedington in an attempt to turn into this site, which will result in vehicles stacking back through two signalized intersections, one which supports the on and off-ramps for I-540. There is currently a dedicated left-turn lane at Futrell Drive for east-bound traffic on Wedington that will provide a safe, signalized left-turn without vehicles queuing through the intersection. In addition, this same intersection will also allow west-bound right turns to enter the site easily, without the need for another curb-cut onto the already congested arterial.

It is unfortunate that a reasonably designed access, with signage that informs drivers to not turn left into or out of this site, still results in prohibited and dangerous turning movements. One might even ask if prohibiting this curb-cut based on the actions of a few drivers is appropriate. In staff's opinion, it is appropriate to recommend denial of the access as proposed. A small percentage of all drivers may purposefully ignore the posted restrictions, but an equal amount of drivers may also unknowingly attempt to use this access. In either case drivers on Wedington will be subjected to an increased number of unsafe turning movements, congestion, and

delay. These conditions will be generated by a private development at the expense of the general public.

DISCUSSION

This item was heard at the Planning Commission meeting March 25, 2013. Staff recommended denial of the project due to tree preservation and the access proposed onto Wedington Drive. The Planning Commission made a motion to approve the project as proposed, which failed by a vote of 3-5-0 with Commissioners Winston, Bunch, Cabe, Pennington and Cook voting against. Commissioner Chessser was not present.

BUDGET IMPACT

None.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff *DM*
Jeremy Pate, Development Services Director *J.P.*
Connie Edmonston, Parks and Recreation Director *C.E.*
Alison Jumper, Park Planning Superintendent *A.J.*

From: Megan Dale, Urban Forester *MD*

Date: April 2, 2013

Subject: LSD 12-4295 Casey's General Store Tree Preservation

PROPOSAL:

Casey's General Store is a commercial development proposed on the north side of Wedington Drive, east of I-540. The property is zoned C-2 requiring 15% minimum tree preservation (10,050 sf).

The ordinance states the following:

§167.01(B) Principles. This chapter shall be enforced according to the following principles:

- (1) Preservation shall be the first, best, and standard approach.
- (2) If preservation cannot be achieved, on-site mitigation shall next be pursued.
- (3) If on-site mitigation cannot be achieved, off-site preservation shall be pursued.
- (4) If off-site preservation cannot be achieved, off-site forestation shall be pursued.
- (5) If none of the above approaches can be achieved, payment shall be made to the tree escrow account.

The previous Planning Commission design only preserved 2,901 sf (4.3%) with 37 mitigation trees. This is less than a third of the minimum preservation requirement. The Urban Forester has requested since Technical Plat Review that alternate site designs or justification for removal be submitted. In particular, the Urban Forester requested the building be shifted to save Trees #10-13 which would increase the preservation to 5,851 sf (8.7%) with 19 mitigation trees.

The design submitted for City Council has shifted the building and is preserving 3,601 sf (5.4%) with 34 mitigation trees. The applicant is requesting to preserve Tree #10 and #11, however 30" of fill is proposed over Tree #11 roots affecting over 30% of the canopy; therefore, the tree cannot be counted as preserved. In order for this tree to be counted as preserved, any disturbance must be outside the dripline.

Staff recommends building a retaining wall (see 12-4295 Tree Preservation Plan submitted for City Council Redlines 2 April 2013) to preserve Tree #10 and #11 which would bring the preservation numbers to 4,373 sf (6.5%) with 31 mitigation trees. Variation in tree sizes would increase mitigation numbers to 37 trees.

RECOMMENDATION:

Staff recommends approval of LSD 12-4295 with 4,373 sf (6.5%) of preserved canopy by constructing an additional retaining wall to preserve Tree #10 and #11.

BUDGET IMPACT:

There is no impact to the budget.

Attachment:

12-4295 Tree Preservation Plan submitted for City Council Redlines 2 April 2013

12-4295 Tree Preservation Plan submitted for Planning Commission 11 March 2013

Chapter 167 Tree Preservation and Protection

Planning Commission
March 11, 2013
Page 1 of 12

**MINUTES OF A MEETING OF THE
PLANNING COMMISSION**

A regular meeting of the Fayetteville Planning Commission was held on March 11, 2013 at 5:30 p.m. in Room 219, City Administration Building in Fayetteville, Arkansas.

ITEMS DISCUSSED

ACTION TAKEN

Consent:

**MINUTES: February 25, 2013
Page 3**

Approved

Old Business:

**LSD 12-4295: Large Scale Development (2530 W. WEDINGTON RD./CASEY GENERAL STORE,
402): Page 4**

Denied

**PPL 13-4304: Preliminary Plat (INTERSECTION OF N. HUGHMOUNT RD. & W. MT.
COMFORT RD./HUGHMOUNT VILLAGE, 282):
Page 6**

Approved

New Business:

**ADM 13-4332: Administrative Item (4149 W. BRADSTREET LN./RUPPLE ROW POA, 439):
Page 7**

Approved

**RZN 13-4310: Rezone (N. OF THE INTERSECTION OF N. GREGG AVE. AND W. VAN ASCHE
DR./HAAS HALL, 172):
Page 8**

Approved

**PPL 13-4312: Preliminary Plat (S. OF GULLEY RD. AND E. OF N. OAKLAND-ZION
RD./BUFFINGTON S/D, 176):
Page 9**

Tabled

**CUP 13-4311: Conditional Use Permit (2220 E. HUNTSVILLE RD./DOLLAR GENERAL, 566):
Page 12**

Denied

Old Business:

LSD 12-4295: Large Scale Development (2530 W. WEDINGTON RD./CASEY GENERAL STORE, 402): Submitted by BATES AND ASSOCIATES for property located at 2530 WEST WEDINGTON ROAD. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 1.54 acres. The request is for 4,223 square foot convenience store with associated parking.

Jesse Fulcher, Current Planner, read the staff report.

Megan Dale, Urban Forester, discussed the recommendation for denial and discussions with applicant during review process.

Glenn Newman, Staff Engineer, stated that staff is opposed to the right-in access design based on previous traffic study.

Geoff Bates, applicant, stated that Casey's has to have the right-in access and the project won't go forward without it. AHTD has said no to constructing a raised median on Wedington. Casey's doesn't want to move the building closer to the apartments, so we weren't able to save the cluster of trees by the building.

Commission Hoskins asked if staff could support a right-in design similar to what Kum & Go proposed.

Newman stated that staff is a little hesitant at this location, but possibly could with a restrictive design.

Commissioner Hoskins asked staff if there was a design that could work.

Newman stated that the traffic engineer hired by Kum & Go recommended a different design. I'm not a traffic engineer.

Bates stated they can't build a median as recommended by the previous traffic engineer.

Fulcher stated that a full access can be approved by AHTD. They don't have regulation that denies access, only the design of the access. However, the state did agree with restricting access when we reviewed the Kum & Go project in 2011. If the applicant wants to redesign the driveway then it needs to be presented to the Planning Commission at a future meeting.

Commissioner Hoskins stated he was going to ask the applicant if he wanted to table and come back with a new design and tree preservation plan.

Dale stated that the site is relatively flat and the applicant could save additional trees with site changes.

Bates stated that Casey's won't move the building. There is 5 feet of fill on the east side, so the site isn't necessarily flat.

Commissioner Cabe stated he agreed with staff and the traffic engineer. Access on to Wedington in this location won't be safe and the trees should be preserved.

Commissioner Winston stated he agreed with Commissioner Cabe's comments.

*Planning Commission
March 11, 2013
Page 5 of 12*

Motion 1:

Commission Hoskins made a motion to approve a right-in only driveway on Wedington with final design approval required by AHTD and the City Engineer, as a separate motion. **Commission Noble** seconded the motion. **Upon roll call the motion to allow a limited access on Wedington failed with a vote of 3-5-0.**

Commission Honchell asked if the decision could be postponed until the final highway design was complete.

Kit Williams, City Attorney, stated that it would be too long to wait.

Commissioner Cook stated that we aren't limiting access to this site. It has full access through a signalized intersection. Part of the issue with access is the intensity of traffic generated by this business type.

Commission Hoskins stated he didn't see the point in tabling the request.

Motion 2:

Commissioner Hoskins made a motion to approve **LSD 12-4295 finding in favor of the driveway access and tree preservation plan, and agreeing with staff on the remaining conditions.** **Commissioner Cabe** seconded the motion. **Upon roll call the motion failed with a vote of 3-5-0 with Commissioners Winston, Bunch, Cabe, Pennington and Cook voting 'no'.**



1. ALL OUTDOOR LIGHTING SHALL BE REVIEWED PRIOR TO BUILDING PERMIT APPROVAL FOR COMPLIANCE WITH THE OUTDOOR LIGHTING ORDINANCE.

ADA NOTIFS

1. CONTACT CITY ADA ADMINISTRATOR AND REQUEST AN INSPECTION PRIOR TO POURING ANY ADA ACCESSIBLE PARKING/LOADING STALL. MAXIMUM SLOPE FOR ADA SPACE IN ANY DIRECTION IS 2%.
2. CONTACT A.H.T.D. PERMIT INSPECTOR AND REQUEST AN INSPECTION PRIOR TO POURING ANY SIDEWALK OR DRIVEWAY IN THE RIGHT OF WAY.

PROPOSED	EXISTING	DESCRIPTION
		ASPHALT (EDGE)
		ASPHALT (SURFACE)
		BUILDING
		BUILDING SETBACK LINE
		CABLE TV (UNDERGROUND)
		CABLE TV (OVERHEAD)
		CENTERLINE
		CONCRETE (EDGE)
		CONCRETE (SURFACE)
		CONDUIT
		CONTOURS
		CURB & GUTTER
		DRAINAGE FLOW
		DUMPSTER
		EASEMENT
		ELECTRICAL (UNDERGROUND)
		ELECTRICAL (OVERHEAD)
		ELECT. TRANSFORMER
		EROSION CONTROL (BALES)
		EROSION CONTROL (FENCE)
		EROSION CONTROL (RIP-RAP)
		FENCE (WIRE/WOOD/CHAIN)
		FIBER OPTIC CABLE
		FIRE HYDRANT ASSEMBLY
		FLOWLINE
		FORCE MAIN
		GAS MAIN
		GAS METER/VALVE
		GRAVEL (EDGE)
		GRAVEL (SURFACE)
		IRON PIN - (RE-BAR)
		LANDSCAPE EDDING
		LIGHT
		MONUMENT (CONCRETE)
		POND
		POWER POLE
		PROPERTY LINE (EXTERNAL)
		RETAINING WALL
		RIGHT-OF-WAY
		SANITARY SEWER MANHOLE
		SANITARY SEWER PIPE
		SANITARY SEWER SERVICE
		SECTION LINE
		SIDEWALK
		SIGN
		SPOT ELEVATION
		STABILIZED CONSTRUCTION ENT
		STORM SEWER INLET
		STORM SEWER PIPE
		STORM (PAINTED OR STICKY)
		TELEPHONE PEG/MANHOLE
		TELEPHONE (UNDERGROUND)
		TELEPHONE (OVERHEAD)
		TREE LINE CANOPY
		TREE/TREE TO BE REMOVED

WATERED: 10/10/10 10/10/10 10/10/10

[illegible]

CASEY'S GENERAL STORE
LARGE SCALE DEVELOPMENT PLAN

SITE PLAN

3

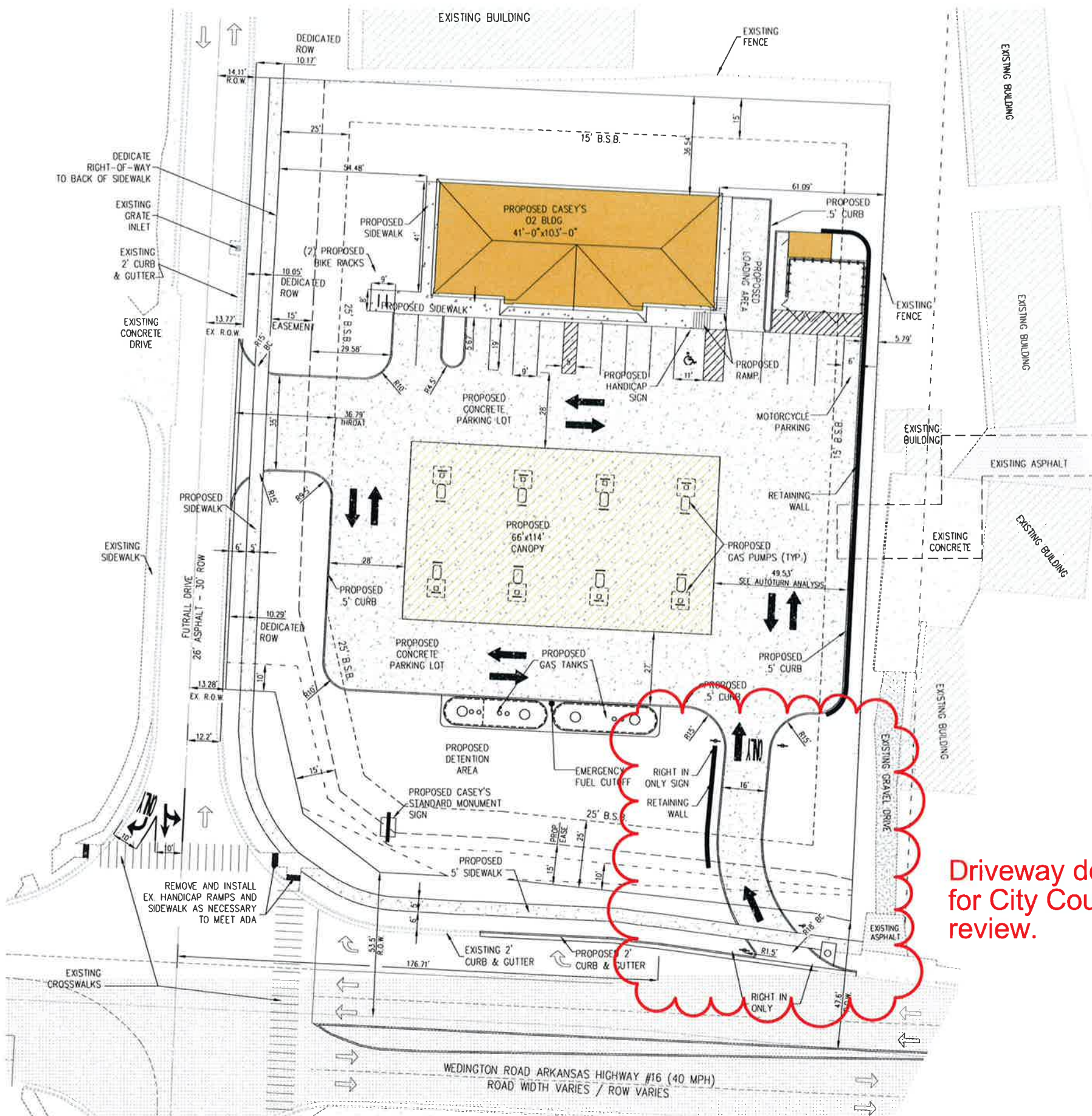
CASEY'S
GENERAL STORE

FAYETTEVILLE ARKANSAS



**Bates &
Associates, Inc.**
www.batesbattealinc.com
Civil Engineering & Surveying
91 W. Coast Square Dr., Suite 1

PROJECT NO	12-185
------------	--------

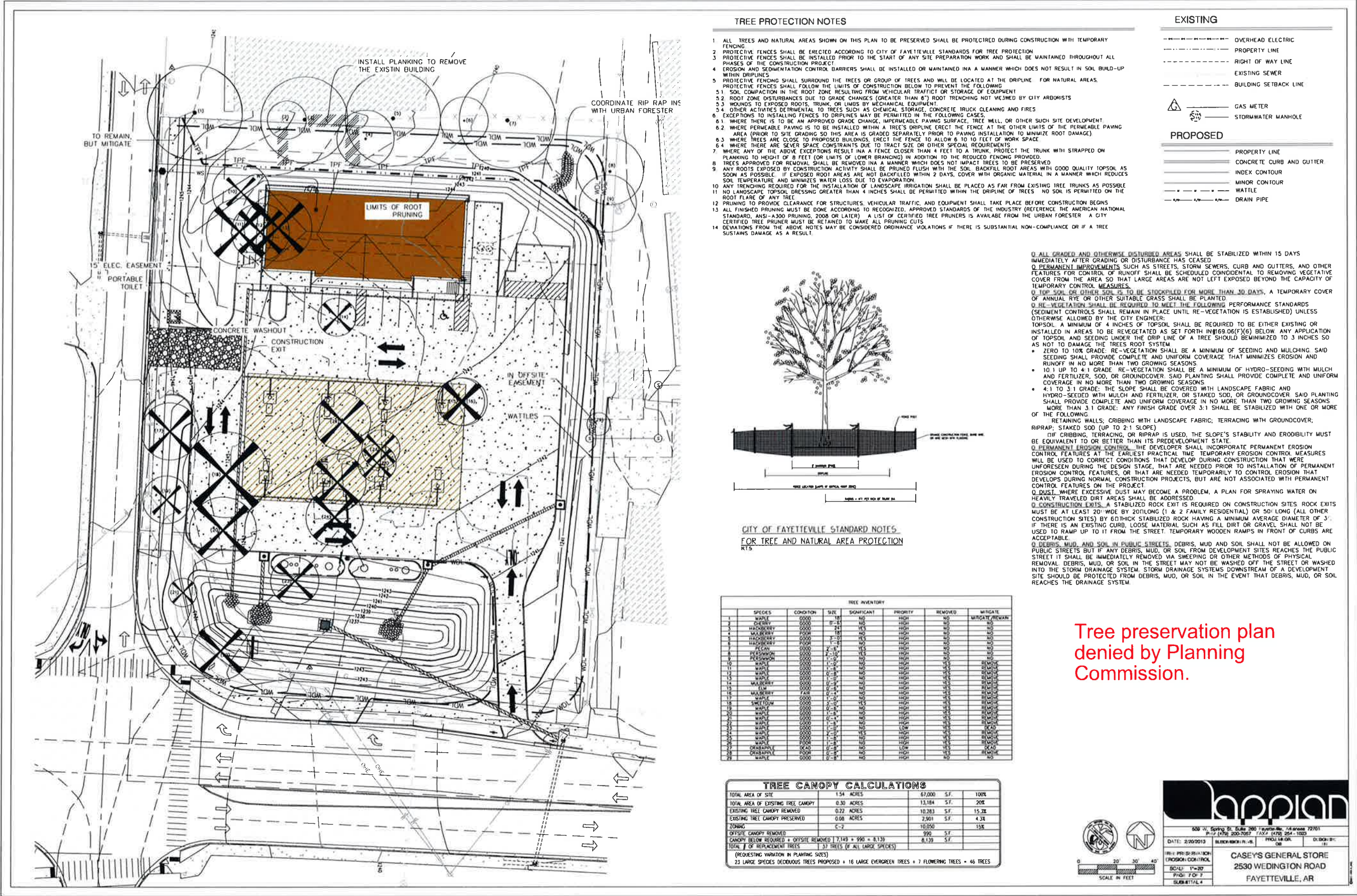


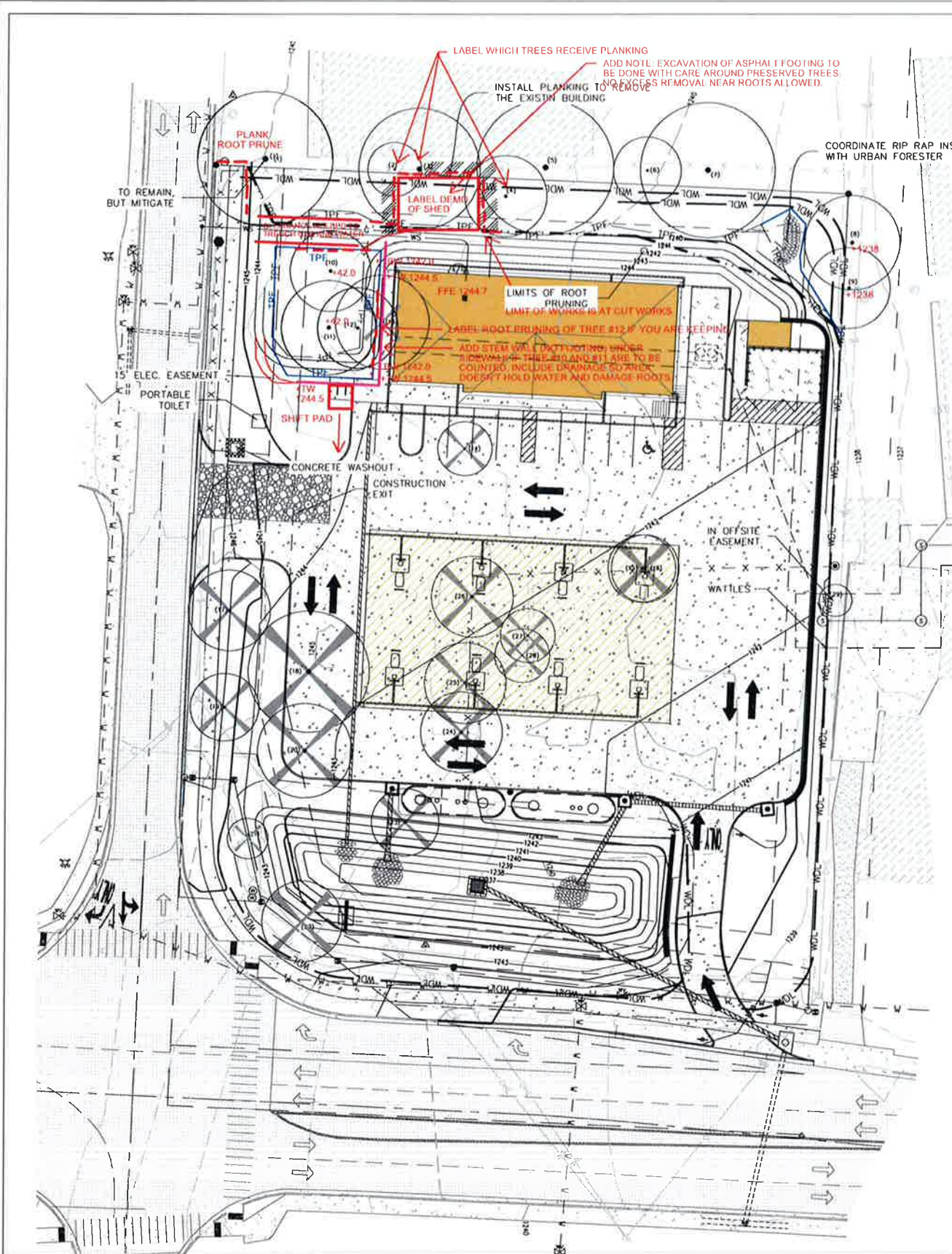
1. ALL OUTDOOR LIGHTING SHALL BE REVIEWED PRIOR TO BUILDING PERMIT APPROVAL FOR COMPLIANCE WITH THE OUTDOOR LIGHTING ORDINANCE.

1. CONTACT CITY ADA ADMINISTRATOR AND REQUEST AN INSPECTION PRIOR TO POURING ANY ADA ACCESSIBLE PARKING/LOADING STALL. MAXIMUM SLOPE FOR ADA SPACE IN ANY DIRECTION IS 2%.
2. CONTACT A.H.T.D. PERMIT INSPECTOR AND REQUEST AN INSPECTION PRIOR TO POURING ANY SIDEWALK OR DRIVEWAY IN THE RIGHT OF WAY.

PROPOSED	EXISTING	DESCRIPTION
		ASPHALT (EDGE)
		ASPHALT (SURFACE)
		BOLLARD
		BUILDING
		BUILDING SETBACK LINE
		CABLE TV (UNDERGROUND)
		CABLE TV (OVERHEAD)
		CENTERLINE
		CONCRETE (EDGE)
		CONCRETE (SURFACE)
		CONDUIT
		CONTOURS
		CURB & GUTTER
		DRAINAGE FLOW
		DUMPSTER
		EASEMENT
		ELECTRICAL (UNDERGROUND)
		ELECTRICAL (OVERHEAD)
		ELECT. TRANSFORMER
		EROSION CONTROL, BALES
		EROSION CONTROL, FENCE
		EROSION CONTROL, RIP-RAP
		EROSION CONTROL, WHITE/WOOD/CHAIN
		FIBER OPTIC CABLE
		FIRE HYDRANT ASSEMBLY
		FLOODLINE
		FORCE MAIN
		GAS MAIN
		GAS METER/VALVE
		GRAVEL (EDGE)
		GRAVEL (SURFACE)
		IRON PIN - (RE-BAR)
		LANDSCAPE EDGING
		LIGHT
		MONUMENT (CONCRETE)
		POND
		POWER POLE
		PROPERTY LINE (EXTERNAL)
		RETAINING WALL
		RIGHT-OF-WAY
		SANITARY SEWER MANHOLE
		SANITARY SEWER PIPE
		SANITARY SEWER SERVICE
		SECTION LINE
		SIDEWALK
		SIGN
		SPOT ELEVATION
		STABILIZED CONSTRUCTION
		STORM SEWER INLET
		STORM SEWER PIPE
		STRIPES (PAINTED OR STICKY)
		TELEPHONE PED/MANHOLE
		TELEPHONE (UNDERGROUND)
		TELEPHONE (OVERHEAD)
		TREE LINE CANOPY
		TREE/TREE TO BE REMOVED

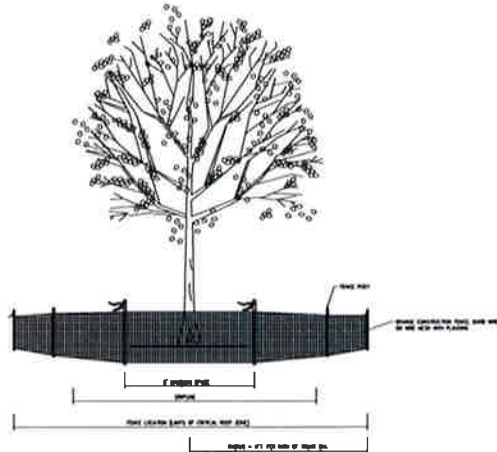
Driveway design for City Council review.





TREE PROTECTION NOTES

- ALL TREES AND NATURAL AREAS SHOWN ON THIS PLAN TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING.
- PROTECTIVE FENCES SHALL BE ERECTED ACCORDING TO CITY OF FAYETTEVILLE STANDARDS FOR TREE PROTECTION.
- PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
- PROTECTIVE FENCES SHALL BE MAINTAINED BY THE CONTRACTOR. BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN DRUPINES.
- PROTECTIVE FENCING SHALL SURROUND THE TREES OR GROUP OF TREES AND WILL BE LOCATED AT THE DRUPINE FOR NATURAL AREAS.
- PROTECTIVE FENCES SHALL FOLLOW THE LIMITS OF CONSTRUCTION BELOW TO PREVENT THE FOLLOWING:
- SOIL COMPACTION IN THE ROOT ZONE RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT
- ROOTS CUT OR INJURED BY CHAINS OR DRUMS
- WOUNDS TO EXPOSED ROOTS, TRUNK, OR LIMBS BY MECHANICAL EQUIPMENT
- OTHER ACTIVITIES DERIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CONCRETE TRUCK CLEANING AND FIRES
- PROTECTIVE FENCES SHALL BE PERMITTED TO BE MAINTAINED BY THE FOLLOWING:
- WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TRENCH, WELL, OR OTHER SUCH SITE DEVELOPMENT.
- WHERE PERMEABLE PAVING IS TO BE INSTALLED WITHIN A TREE'S DRUPINE, ERECT THE FENCE AT THE OTHER LIMITS OF THE PERMEABLE PAVING.
- WHERE THERE IS TO BE A TRENCH, ERECT THE FENCE AT THE OTHER LIMITS OF THE TRENCH TO PREVENT ROOT DAMAGE.
- WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE TO ALLOW 6 TO 10 FEET OF WORK SPACE.
- WHERE THERE ARE TO BE OTHER SUCH DEVELOPMENTS, ERECT THE FENCE TO THOSE DEVELOPMENTS.
- WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE CLOSER THAN 4 FEET TO A TRUNK, PROTECT THE TRUNK WITH STRAPPED ON PLANKING TO HEIGHT OF 8 FEET (OR RESULTS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING PROVIDED.
- WHERE THERE IS TO BE A TRENCH, ERECT THE FENCE IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN DRUPINES.
- WHERE TREES EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL, BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL BUILD-UP WITHIN DRUPINES.
- ANY TREENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
- NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRUPINE OF TREES. NO SOIL IS PERMITTED ON THE TRUNK OF TREES.
- PRUNING TO PREPARE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.
- PRUNING TO PREPARE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.
- STANDARD, ANSI-A300 PRUNING, 2008 OR LATER.) A LIST OF CERTIFIED TREE PRUNERS IS AVAILABLE FROM THE URBAN FORESTER. A CITY CERTIFIED TREE PRUNER MUST BE RETAINED TO MAKE ALL PRUNING CUTS.
- VIOLATIONS OF THESE NOTES MAY BE CONSIDERED ORDINANCE VIOLATIONS IF THERE IS SUBSTANTIAL NON-COMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT.



CITY OF FAYETTEVILLE STANDARD NOTES
FOR TREE AND NATURAL AREA PROTECTION
RTS

TREE INVENTORY							
	SPECIES	CONDITION	SIZE	SIGNIFICANT	PRIORITY	REMOVED	MISCALC
1	MAPLE	20000	18"	NO	HIGH	NO	MISCALC REMAIN
2	CHERRY	20000	07-8"	YES	HIGH	NO	NO
3	HICKORY	20000	24"	NO	HIGH	NO	NO
4	MULBERRY	20000	18"	NO	HIGH	NO	NO
5	MULBERRY	20000	2'-0"	YES	HIGH	NO	NO
6	HICKORY	20000	18"-9"	NO	HIGH	NO	NO
7	PEACH	20000	2'-8"	YES	HIGH	NO	NO
8	PERCORNELL	20000	1'-0"	NO	HIGH	NO	NO
9	PERCORNELL	20000	1'-0"	NO	HIGH	NO	NO
10	MAPLE	20000	0-8"	NO	HIGH	NO	NO
11	MAPLE	20000	1'-0"	NO	HIGH	NO	NO
12	MAPLE	20000	0-8"	NO	HIGH	NO	MISCALC
13	MAPLE	20000	1'-0"	HIGH	YES	NO	REMOVED
14	MULBERRY	20000	0-9"	NO	HIGH	YES	REMOVED
15	ELM	20000	1'-0"	NO	HIGH	YES	REMOVED
16	MULBERRY	20000	0-4"	NO	HIGH	YES	REMOVED
17	MAPLE	20000	1'-0"	NO	HIGH	YES	REMOVED
18	PERCORNELL	20000	1'-0"	NO	HIGH	YES	REMOVED
19	MAPLE	20000	0-8"	NO	HIGH	YES	REMOVED
20	MAPLE	20000	0-8"	NO	HIGH	YES	REMOVED
21	MAPLE	20000	1'-0"	NO	HIGH	YES	REMOVED
22	MAPLE	20000	1'-0"	NO	LOW	YES	REMOVED
23	MAPLE	20000	1'-0"	NO	LOW	YES	REMOVED
24	MAPLE	20000	2'-0"	YES	HIGH	YES	REMOVED
25	MAPLE	20000	1'-0"	NO	HIGH	YES	REMOVED
26	MAPLE	20000	1'-0"	NO	HIGH	YES	REMOVED
27	CHERRY	20000	0-8"	NO	LOW	YES	REMOVED
28	CHERRY	20000	0-8"	NO	HIGH	YES	REMOVED
29	MAPLE	20000	0-8"	NO	HIGH	YES	REMOVED

COUNT #10 AND
#11 AS PRESERVED

TREE CANOPY CALCULATIONS				WITH WALL
TOTAL AREA OF SITE	154 ACRES	67,000	S.F.	100%
TOTAL AREA OF EXISTING TREE CANOPY	0.30 ACRES	13,184	S.F.	20%
EXISTING TREE CANOPY REMOVED	0.22 ACRES	8,811	S.F.	13.2%
EXISTING TREE CANOPY PRESERVED	0.08 ACRES	4,373	S.F.	6.5%
ZONING	C-2	10,650	S.F.	15%
OFFSITE CANOPY REMOVED		990	S.F.	
CANOPY GROW REQUIRED = OFFSITE REMOVED	$15.27 \times 990 = 6,567$	6,667	S.F.	
TOTAL OF REPLACEMENT TREES	31 TREES (IF ALL LARGE SPECIES)			

19 LARGE SPECIES DECIDUOUS TREES PROPOSED + 13 LARGE EVERGREEN TREES + 5 FLOWERING TREES = 37 TREES

URBAN FORESTER RECOMMENDS

CURRENT DESIGN
COUNT ONLY #10
AS PRESERVED

PLANNING COMMISSION DESIGN

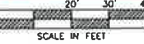
WITHOUT WALL

9,583 - 14.3%
3,601 - 5.4%

6,449 + 990 = 7,439
34 MITIGATION

10,283 - 15.3%
2,901 - 4.3%

7,149 + 990 = 8,139 MITIGATION



EXISTING

- OVERHEAD ELECTRIC
PROPERTY LINE
RIGHT OF WAY LINE
EXISTING SEWER
BUILDING SETBACK LINE
-  GAS METER
 STORMWATER MANHOLE
- PROPOSED
- PROPERTY LINE
CONCRETE CURB AND GUTTER
INDEX CONTOUR
MINOR CONTOUR
WATILE
DRAIN PIPE

ALL GRADED AND OTHERWISE DISTURBED AREAS SHALL BE STABILIZED WITHIN 15 DAYS IMMEDIATELY AFTER GRADING OR DISTURBANCE HAS CEASED.

0 PERMANENT EROSION CONTROL MEASURES SHALL BE INSTALLED FOR ALL SLOPES, CURB AND GUTTERS, AND OTHER FEATURES FOR CONTROL OF RUNOFF SHALL BE SCHEDULED CONCURRENT TO REMOVING VEGETATIVE COVER FROM THE AREA SO THAT LARGE AREAS ARE NOT LEFT EXPOSED BEYOND THE CAPACITY OF TEMPORARY CONTROL MEASURES.

0 RIPRAP OR OTHER STABILIZATION SHALL BE STOCKPILED FOR MORE THAN 30 DAYS, A TEMPORARY COVER OF ANNUAL RYE OR OTHER SUITABLE GRASS SHALL BE PLANTED.

0 RE-VEGETATION SHALL BE REQUIRED TO MEET THE FOLLOWING PERFORMANCE STANDARDS

0 RIPRAP SHALL BE PLACED IN PLACE UNTIL RE-VEGETATION IS ESTABLISHED UNLESS OTHERWISE ALLOWED BY THE CITY ENGINEER:

TOPSOIL: A MINIMUM OF 4 INCHES OF TOPSOIL SHALL BE REQUIRED TO BE EITHER EXISTING OR INSTALLED IN AREAS TO BE REVEGETATED AS SET FORTH IN 0608.06(F)(16) BELOW ANY APPLICATION FOR A GRADING PERMIT. THE MINIMUM TOPSOIL DEPTH OF A TREE SHOULD BE MINIMIZED TO 3 INCHES SO AS NOT TO DAMAGE THE TREES ROOT SYSTEM.

0 ZERO TO 10% GRADE: RE-VEGETATION SHALL BE A MINIMUM OF SEEDING AND MULCHING. SAID SEEDING SHALL PROVIDE COMPLETE AND UNIFORM COVERAGE THAT MINIMIZES EROSION AND IS NOT TO EXCEED 10% (UP TO 2.1 SLOPE)

0 10:1 UP TO 4:1 GRADE: RE-VEGETATION SHALL BE A MINIMUM OF HYDRO-SEEDING WITH MULCH AND FERTILIZER, SOO, OR GROUND COVER, SAID PLANTING SHALL PROVIDE COMPLETE AND UNIFORM COVERAGE.

0 4:1 TO 3:1 GRADE: THE SLOPE SHALL BE COVERED WITH LANDSCAPE FABRIC AND HYDRO-SEEDING WITH MULCH AND FERTILIZER, OR STAKED SOO, OR GROUND COVER, SAID PLANTING SHALL PROVIDE COMPLETE AND UNIFORM COVERAGE.

0 MORE THAN 3:1 GRADE: ANY FINISH GRADE OVER 3:1 SHALL BE STABILIZED WITH ONE OR MORE OF THE FOLLOWING:

- RETAINING WALLS; CRIBBING WITH LANDSCAPE FABRIC; TERRACING WITH GROUND COVER;
- RIPRAP; STAKED SOO; OR

IF CRIBBING, TERRACING, OR RIPRAP IS USED, THE SLOPE'S STABILITY AND ERODIBILITY MUST BE EQUIVALENT TO OR BETTER THAN ITS PREDEVELOPMENT STATE.

0 PERMANENT EROSION CONTROL: THE DEVELOPER SHALL INCORPORATE PERMANENT EROSION CONTROL MEASURES INTO THE FINAL EROSION CONTROL PLAN. EROSION CONTROL MEASURES WILL BE USED TO CORRECT CONDITIONS THAT DEVELOP DURING CONSTRUCTION THAT WERE UNFORESEEN DURING THE DESIGN STATE, THAT ARE NEEDED PRIOR TO INSTALLATION OF PERMANENT EROSION CONTROL MEASURES, THAT ARE NEEDED TEMPORARILY TO CONTROL EROSION THAT DEVELOPS DURING NORMAL CONSTRUCTION PROJECTS, BUT ARE NOT ASSOCIATED WITH PERMANENT CONTROL FEATURES ON THE PROJECT.

0 DUST: WHERE EXCESSIVE DUST MAY BECOME A PROBLEM, A PLAN FOR SPRAYING WATER ON HIGH TRAVEL AREAS SHALL BE ADDRESSED.

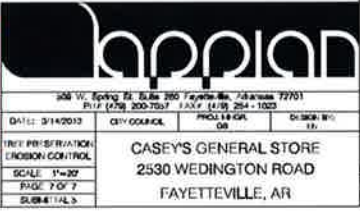
0 CONSTRUCTION EXITS: A STABILIZED ROCK EXIT IS REQUIRED ON CONSTRUCTION SITES. ROCK EXITS MUST BE AT LEAST 20' WIDE BY 20' LONG (1 & 2 FAMILY RESIDENTIAL) OR SOOLONG (ALL OTHER CONSTRUCTION SITES) BY 60" THICK STABILIZED ROCK HAVING A MINIMUM AVERAGE DIAMETER OF 3".

0 TEMPORARY EXITS: TEMPORARY EXITS SHALL BE CONSTRUCTED OF FILL DIRT OR GRAVEL SHALL NOT BE USED TO RAMP UP TO IT FROM THE STREET. TEMPORARY WOODEN RAMPS IN FRONT OF CURBS ARE ACCEPTABLE.

0 DEBRIS, DIRT AND SOIL IN PUBLIC STREETS: DEBRIS, MUD AND SOIL SHALL NOT BE ALLOWED ON PUBLIC STREETS BUT IF ANY DEBRIS, MUD, OR SOIL FROM DEVELOPMENT SITES REACHES THE PUBLIC STREET IT SHALL BE IMMEDIATELY REMOVED VIA SWEEPING OR OTHER METHODS OF PHYSICAL REMOVAL. DEBRIS, MUD, OR SOIL IN THE STREET MAY NOT BE WASHED OFF THE STREET OR WASHED INTO THE STREET DRAINAGE SYSTEM.

0 DRAINAGE: ALL CONSTRUCTION SITES SHALL BE PROTECTED FROM DEBRIS, MUD, OR SOIL IN THE EVENT THAT DEBRIS, MUD, OR SOIL REACHES THE DRAINAGE SYSTEM.

2 APRIL 2013
CITY COUNCIL REVIEW
COMMENTS
URBAN FORESTER



TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 167: TREE PRESERVATION AND PROTECTION
--

167.01 PURPOSE.....	3
167.02 CITY OF FAYETTEVILLE TREE PRESERVATION, PROTECTION, AND LANDSCAPE MANUAL.....	3
167.03 TREE REGISTRY AND URBAN FOREST ANALYSIS	3
167.04 TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT.....	4
167.05 TREE PROTECTION MEASURES AND CONSTRUCTION	13
167.06 TREE PLANTING, MAINTENANCE AND REMOVAL ON STREET RIGHTS-OF-WAY AND OTHER PUBLIC GROUNDS.....	13
167.07 COMMERCIAL TREE PRUNER/SERVICE; CERTIFICATE AND INSURANCE REQUIRED	14
167.08 HAZARDOUS TREES	14
167.09 LOCAL DISASTER EMERGENCY	15
167.10-167.99 RESERVED	15

Fayetteville Code of Ordinances

TITLE XV UNIFIED DEVELOPMENT CODE

CHAPTER 167: TREE PRESERVATION AND PROTECTION

167.01 Purpose

It is the purpose of this chapter to preserve and protect the health, safety, and general welfare, and preserve and enhance the natural beauty of Fayetteville by providing for regulations of the preservation, planting, maintenance, and removal of trees within the city, in order to accomplish the following objectives:

(A) *Objectives.*

- (1) To preserve existing tree canopy;
- (2) To create a healthful environment for Fayetteville residents, businesses, and industries;
- (3) To moderate the harmful effects of sun, wind, and temperature changes;
- (4) To buffer noise, air and visual pollution;
- (5) To filter pollutants from the air that assist in the generation of oxygen;
- (6) To reduce storm water runoff and the potential damage it may create;
- (7) To stabilize soil and prevent erosion, with an emphasis on maintaining tree canopy on hillsides defined as canopied slopes in Chapter 151;
- (8) To provide habitat for birds and other wildlife;
- (9) To preserve riparian banks and beds, and prevent sedimentation;
- (10) To screen incompatible land;
- (11) To promote energy conservation; and
- (12) To protect and enhance property values.

(B) *Principles.* This chapter shall be enforced according to the following principles:

- (1) Preservation shall be the first, best, and standard approach.
- (2) If preservation cannot be achieved, on-site mitigation shall next be pursued.
- (3) If on-site mitigation cannot be achieved, off-site preservation shall be pursued.
- (4) If off-site preservation cannot be achieved, off-site forestation shall be pursued.

- (5) If none of the above approaches can be achieved, payment shall be made to the tree escrow account.

(Code 1991, §162.01; Ord. No. 3699, §1 4-20-93; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01)

167.02 City Of Fayetteville Tree Preservation, Protection, And Landscape Manual

The urban forester, in cooperation with other members of city staff, shall promulgate and periodically revise forms, procedures and regulations to implement this chapter and publish this information in the *City of Fayetteville, Tree Preservation, Protection, and Landscape Manual*.

(A) *Copies of the Tree Preservation, Protection, and Landscape Manual* are to be made readily available to the public and shall include, but need not be limited to:

- (1) Specific criteria for gaining city approval of tree preservation plans;
- (2) The format and content of reports and plans the applicant must submit to the city pursuant to this chapter;
- (3) Tree protection during construction;
- (4) A glossary of important terms used in this chapter;
- (5) Size and species requirements for trees planted for on-site mitigation or off-site forestation;
- (6) Maintenance of trees (including but not limited to pruning, irrigation, and protection from disease).

(B) The Tree and Landscape Advisory Committee shall review and may recommend revisions to the *Tree Preservation, Protection, and Landscape Manual* at least every three years to reflect changes in arboricultural and horticultural practices, lists of preferred tree species, city policies, or the content of this chapter.

(Ord. No. 4340, 10-2-01)

167.03 Tree Registry And Urban Forest Analysis

(A) *Tree Registry.* Trees and groups of trees which are documented to be of historic merit, of an uncommon or endangered species, or are of extraordinary value due to their age, size, or type,

Fayetteville Code of Ordinances

may be registered in the City of Fayetteville's tree registry. It shall be the duty of the urban forester to maintain and keep this registry on file in the urban forester's office.

- (B) *Voluntary registration.* Registration of trees shall be voluntary and may be done by the owner(s) of the property on which the tree is located. Registration shall not run with the land unless the property owner wishes to use an express trust to transfer a benefit in the tree or groups of trees to the city. Registered tree owners are entitled to consultation with the Tree and Landscape Advisory Committee and/or the urban forester concerning proper care and protection of the tree, as well as an evaluation of the tree's condition.
- (C) *Urban Forest Analysis.* The city shall initiate a tree canopy analysis and an Urban Forestry Effects Model study or their current equivalent studies within the current geographical boundaries of the city by December 31, 2012. Thereafter, the city should conduct these studies every ten (10) years.

(Ord. No. 4340, 10-02-01; Ord. 5427, 8-2-11)

167.04 Tree Preservation And Protection During Development

- (A) *Applicability.* The provisions of this section shall apply to proposed subdivisions, and large scale developments required by other chapters of the Unified Development Code to go through the city's permitting process. Persons seeking to build one single-family dwelling unit, or duplex, are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply. Planned Zoning Districts should meet the percent minimum tree canopy based upon their primary use, but may be allowed a lesser tree canopy requirement as part of the overall Master Plan approved by the City Council.
- (1) *Subdivisions and large scale developments.* Applicants seeking approval of proposed subdivisions and large scale developments shall submit a site analysis plan, analysis report, and tree preservation plan with the preliminary plat or site plan. There shall be no land disturbance, grading, or tree removal until a tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
- (2) *Grading permit.* An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects

that are not required to go through subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

- (3) *Building permits.* Tree preservation requirements apply to all permit applications for nonresidential construction, and the construction of multi-family residential buildings composed of three or more dwelling units. An abbreviated tree preservation plan, as set forth in § 167.04 (H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
- (4) *Parking lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five or more spaces. An abbreviated tree preservation plan, as set forth in §167.04 (H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
- (5) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a site analysis plan, analysis report, and tree preservation plan with the preliminary plat or site plan. Single and two family residential development shall submit an abbreviated tree preservation and site plan at the time of obtaining a building permit. Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan. There shall be no land disturbance, grading, or tree removal until a tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

TITLE XV UNIFIED DEVELOPMENT CODE

(B) *Tree preservation criteria.* The urban forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:

- (1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.
- (2) Whether the design incorporates the required tree preservation priorities.
- (3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.
- (4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.
- (5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.
- (6) Whether the size or shape of the lot reduces the flexibility of the design.
- (7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.
- (8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.
- (9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.
- (10) Whether roads and utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.
- (11) Construction requirements of on-site and off-site drainage.
- (12) The effects of proposed on-site mitigation or off-site alternatives.
- (13) The effect other chapters of the UDC, or city policies have on the development design.
- (14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.
- (15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note--**The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

(C) *Canopy area.* In all new Subdivisions, Large Scale Developments, Industrial and Commercial Developments, and all other improvements listed above, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the Applicant has been approved for On-Site Mitigation or Off-Site Alternatives as set forth in subsections I. & J. below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the Applicant is seeking approval, less the right-of-way and park land dedications. An Applicant shall not be required to plant trees in order to reach the Percent Minimum Canopy requirement on land where less than the minimum exists prior to development, unless trees have been removed.

**Table 1
Minimum Canopy Requirements**

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential - Agricultural (nonagricultural uses)	25%
RSF-5, Single-family Residential – One Half Unit per Acre	25%
RSF-1, Single-family Residential – One Unit per Acre	25%
RSF-2, Single-family Residential – Two Units per Acre	20%
RSF-4, Single-family Residential – Four Units per Acre	25%
RSF-7, Single-family Residential – Seven Units per Acre	20%
RSF-8, Single-family Residential – Eight Units per Acre	20%
R-O, Residential –Office	20%
RT-12, Two and Three-family Residential	20%
RMF-6, Multi-family Residential – Six Units per Acre	20%
RMF-12, Multi-family Residential – Twelve Units per Acre	20%
RMF-18, Multi-family Residential – Eighteen Units per Acre	20%
RMF-24, Multi-family Residential – Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential – Forty Units per Acre	20%
NS, Neighborhood Services	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%

Fayetteville Code of Ordinances

DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

(D) *Prior tree removal.*

(1) If trees have been removed below the required minimum within the five (5) years preceding application for development approval, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional ten percent (10%) of the total area of the property for which the Applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the Base Density for High Priority trees.

(2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree preservation priorities.*

(1) *Percent minimum canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in utility easements shall not be counted toward the percent minimum canopy requirement, and such utilities shall be routed, wherever possible, to avoid existing canopy.

(2) *Existing natural features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.

(3) *Preservation priorities.* The list of preservation priorities (See: Table 2) shall guide the review of each development's design. The submittal of designs which do

not incorporate preservation priorities for the trees on the site shall result in the denial of the tree preservation plan.

(4) *High priority trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. The preservation and protection of lower priority trees shall not be substituted for that of high priority trees, except:

(a) When the justification for such a substitution is set forth in the analysis report; and

(b) The substitution is approved by the urban forester.

Table 2
Preservation Priorities

High Priority	Mid-level Priority	Low Priority
Canopied slopes	Contiguous woodlands	Invasive species
Floodways and riparian buffers	Non-native woodlands	Relic orchards
Native woodlands	Use buffers	Less desirable species
Significant trees		

***Note--**Each of the above is listed alphabetically beneath its respective category. They are not presented in any particular order of importance within that category.

(F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Subdivisions.*

(1) *Residential subdivisions.* The Percent Minimum Canopy in residential subdivisions shall be located in areas that have the least possibility of impact as utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential Subdivisions requesting tree removal below the Percent Minimum Canopy requirement may choose either Residential On-Site Mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04 J.4.a. Trees in utility easements shall not be counted toward the Percent Minimum Canopy requirement, and such utilities shall be routed to avoid existing canopy.

(2) *Nonresidential subdivisions.* Two options are available for establishing a tree preservation plan for the development of nonresidential subdivisions. The urban forester shall recommend to the Planning

TITLE XV UNIFIED DEVELOPMENT CODE

Commission the option that will potentially preserve the largest amount of priority canopy based upon the tree preservation criteria set forth in § 167.04 (B) above.

(a) *Preservation plan for entire subdivision.*

The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04 (L) below. Should the entire percent minimum canopy requirement for the site be so protected, the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.

(b) *Preservation plan for infrastructure only.*

The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from this defined area by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall required separate Tree Preservation Plans.

(3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit an abbreviated tree preservation plan as set forth in § 167.04 (H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.

(a) Developers shall have the option of doing cluster development, such as a

PZD, which would encourage more open space and tree preservation areas. In this pattern of development, the tree preservation zone on each lot can be transferred to a larger open space instead of being required on the individual lots. The open space set aside during cluster development shall be placed in a permanent easement or land trust with all future development rights removed from the property.

(G) *Initial review.*

(1) *Meeting with the urban forester.* It is strongly recommended that prospective applicants meet with the urban forester for an initial review of the proposed tree preservation plan for the site prior to submitting a preliminary plat, large scale development, or site plan to the city. During the initial review, the urban forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the urban forester.

(2) *Letter of confirmation.* The urban forester shall document whether the applicant participated in the initial review meeting in a letter of confirmation to the applicant. If the applicant chose to attend an initial review meeting, the letter shall also document any recommendations made. The urban forester shall ensure that a copy of the letter becomes part of the permanent file for the project.

(H) *Submittal of plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04 (B) and (C).

(1) *Site analysis plan.* On sites with existing tree canopy, the applicant shall conduct a site analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a site analysis plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The site analysis plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of

Fayetteville Code of Ordinances

the following features as they exist on the site:

- (a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;
 - (b) The property line boundaries of the site;
 - (c) Soils identified according to the Unified Soil Classification System;
 - (d) Any significant trees existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;
 - (e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.
 - (f) All existing utilities and utility easements;
 - (g) All perennial and intermittent streams and creeks that exist on the site or within 100 feet of the site;
 - (h) Floodplains and floodways on the site;
 - (i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,
 - (j) Any other factors that may impact the design of the site.
- (2) *Tree preservation plan.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the *City of Fayetteville Tree Preservation, Protection and Landscape Manual* for details, examples and specific checklists.
- (3) *Abbreviated tree preservation plan.* Applicants requesting approval of development projects that require building, grading, or parking lot permits, but that do

not fall under the requirements for large scale developments or subdivisions, shall prepare and submit an abbreviated tree preservation plan. The information for this plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the urban forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual* for details, examples and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit either a site analysis plan or analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.

- (4) *Analysis report.* The applicant shall submit an analysis report detailing the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below.
- (5) *Grading and utility plans.* All subsequent grading and utility plans shall depict the tree preservation areas on the site, to include the preserved trees and the physical limits of all protective measures required during construction.
- (6) *Submittal requirements.* The applicant shall submit two (2) copies of a site analysis plan and analysis report to the urban forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit either a site analysis plan or analysis report.
- (7) *Conservation requirements.* The city shall encourage the use of conservation easements for the added protection of trees preserved or planted to meet percent minimum canopy requirements in those

TITLE XV UNIFIED DEVELOPMENT CODE

instances where such would be of mutual benefit to the applicant and the city.

density of 150, two inch (2") caliper trees per acre removed.

(I) *Request for on-site mitigation*

- (1) *Timing of request for on-site mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.

- (2) *Plan requirements.* The tree preservation plan must graphically represent the species and location for all trees to be planted on-site. It shall also include a chart clearly stating the following information:

- (a) The number of trees requested for removal;
- (b) The percentage below the percent minimum canopy requirement they represent; and,
- (c) Tree removal due to the grading work done to create tie backs for roads in the Hillside/Hilltop Overlay District shall be mitigated by reforesting a minimum of 25% of the tie backs pursuant to the landscape manual.
- (d) Planting trees in non-canopy areas in order to reach the minimum percent canopy requirements for the site is not allowed in the Hillside/Hilltop Overlay District.
- (e) The species and number of trees to be planted based on the forestation requirements below.

- (3) *Planting details and notes.* Planting details and notes shall be included on the tree preservation plan as set forth in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual*.

- (4) *Forestation requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:

- (a) *High priority canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of 200, two inch (2") caliper trees per acre removed.
- (b) *Mid-level priority canopy.* When removing mid-level priority canopy required, the canopy square footage removed shall be forested at a base

- (c) *Low priority canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of 100, two inch (2") caliper trees per acre removed.

- (5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on two inch caliper trees. However, the urban forester may approve the use of trees with less than two inch (2") caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species density table to be found in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual*, along with examples for using the base density formula.

- (6) *Preferred species.* All trees to be planted shall be species native to the region, when available, and selected from the list of preferred tree species set forth in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual*. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the urban forester.

- (7) *Placement of trees.* The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.

- (8) *On-site mitigation incentive.* If all the required trees can be located on-site, the Urban forester may approve up to a twenty percent (20%) reduction in the number of trees to be planted. Any incentive reductions allowed shall be based upon the following factors:

- (a) The species of the mitigation trees; and,
- (b) The space needed for the healthy growth of trees.

- (9) *Residential On-Site Mitigation.* Applicants requesting On-Site Mitigation for Residential Subdivisions shall comply with all the

Fayetteville Code of Ordinances

provisions of §167.04 I. 1-7, as well as the following:

- (a) The Applicant's Mitigation Plan shall meet or exceed the required number of Mitigation Trees based on the Forestation Requirements as set forth at §167.04 I. 4.
 - (b) All Plans requesting Residential On-Site Mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the Applicant responsible for the health of all planted trees.
 - (i) Approval of a Plan requesting Residential On-Site Mitigation shall be contingent upon the Applicant depositing with the City an irrevocable Letter of Credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable Letter of Credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban forester for approval.
 - (ii) Upon completion of the three year landscape establishment period, the Urban forester shall inspect the site and determine whether ninety percent (90%) of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the City shall release the Letter of Credit.
 - (iii) In the absence of such a finding, the Applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban forester. If the Applicant does not take remedial steps to bring the property into compliance, the City shall use the necessary moneys from the Landscape Establishment Guarantee to do so.
 - (iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.
 - (c) The Applicant shall establish a bona fide Property Owners Association with a Bill of Assurance and Protective Covenants sufficient to ensure the continued health and vitality of the mitigation trees within the subdivision. The Bill of Assurance and Protective Covenants shall be filed of record with the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and file-marked copies thereof shall be provided to the Urban forester prior to Final Plat approval.
 - (d) Developers requesting mitigation trees be planted along the street right of way of a Subdivision shall submit a street tree planting plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the Approved Street Tree Species List, or be otherwise specifically approved by the Urban forester.
 - (i) The Applicant's Mitigation Plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of Mitigation Trees are planted.
 - (ii) The applicant shall submit an annual schedule of the initial structural pruning for all Mitigation Trees planted along street right of ways with the name and contact information of the International Society of Arboriculture (ISA) Certified Arborist or pruning service performing the work.
- (J) *Request for off-site alternatives.*
- (1) *Timing of request for off-site alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.
 - (2) *Off-site preservation.* The applicant may seek approval of the urban forester to preserve an equal or greater amount of canopy cover at a site within the city limits or, with the express approval of the City Council by its resolution, within one-quarter mile of the Fayetteville city limits.

TITLE XV UNIFIED DEVELOPMENT CODE

- (3) *Off-site forestation.* If off-site preservation cannot be achieved, the applicant may seek approval from the urban forester to plant the required number of trees on another site owned by the applicant and located within the city limits or, with the express approval of the City Council by its resolution, within one-quarter mile of the Fayetteville city limits. A tree conservation easement must be conveyed by the applicant to the city to protect any off-site preservation or forestation.
- (4) *Tree escrow account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation and off-site forestation to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account \$250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund the reasonable maintenance costs to ensure each tree survives at least three years. Tree planting and maintenance costs should be adjusted at least every four years to ensure it remains the fair market costs for tree planting and maintenance for three years.
- (a) Residential Subdivisions which cannot achieve the Base Density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The City shall use the money paid into the Tree Escrow Account to plant trees within the subdivision along rights-of-ways, detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the subdivision is built out or as approved by the urban forester.
- (b) Money contributed in lieu of On-Site Mitigation or Off-Site Forestation shall be paid prior to issuance of a Building Permit on all Commercial, Industrial, or Multi-Family Residential buildings and prior to Final Plat acceptance for all Residential and Non-Residential Subdivisions.
- (c) Money contributed under this section:
- (i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either City Staff or contract labor;
 - (ii) Shall not revert to the general fund for ongoing operations.
- (d) If it is not possible to plant trees within the subdivision, planting locations will be sought in appropriate sites within a one (1) mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to J (2) and (3). Data extracted from the Urban Forest Analysis should be consulted when identifying appropriate locations to plant escrow funded trees.
- (e) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a four percent (4%) annual rate.
- (f) Refunds shall be paid to the Applicant who made the original contribution.
- (g) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the Applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the Applicant shall be sufficient to satisfy the requirement of notice.
- (h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.
- (i) At the time of the contribution to the Tree Escrow Account, the Urban forester shall provide the Applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this Ordinance.

Fayetteville Code of Ordinances

- (5) *Maintenance agreement and landscape establishment guarantee.* All plans requesting on-site mitigation or off-site forestation shall include a binding three year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.
- (a) Approval of a plan requesting on-site mitigation or off-site forestation shall be contingent upon the applicant depositing with the city either currency, bond irrevocable letter of credit or other surety, in an amount equal to the estimated cost of materials and labor of trees at the time of planting. The bond, irrevocable letter of credit, or other surety must cover the entire three year maintenance and monitoring period. The applicant shall submit cost estimates to the urban forester.
- (b) Upon completion of the three year landscape establishment period, the urban forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such finding, the city shall release the currency, bond, or letter of credit.
- (c) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the urban forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary monies from the landscape establishment guarantee to do so.
- (d) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.
- (K) *Tree preservation plan review form.* The urban forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.
- (1) The form shall clearly indicate whether the urban forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.
- (2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.
- (3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.
- (4) The urban forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.
- (L) *Continuing preservation and protection under approved tree preservation plans.*
- (1) In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of an approved tree preservation plan, tree preservation areas shall be clearly depicted on the easement plats for large scale developments and the final plats for nonresidential subdivisions. This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the urban forester. Lots in residential subdivisions are expressly exempt from these requirements. If it is impractical to include the actual depiction of the canopy to be preserved on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.
- (2) The geographic extent and location of tree preservation areas, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville. Such requests shall be submitted to the urban forester, who shall ask the city clerk to place it on the agenda of the next regularly scheduled City Council meeting.
- (3) Property owners wishing to remove diseased or dead trees from within a recorded tree preservation area shall seek prior approval from the urban forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the urban forester determines that natural replacements of

TITLE XV UNIFIED DEVELOPMENT CODE

sufficient health and vigor are already present in the tree preservation area.

(Code 1991, §162.10; Ord. No. 2699, §10, 4-20-93; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §6, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01; Ord. No. 4539 02-03-04; Ord. 4855, 4-18-06; Ord. 4930, 10-03-06; Ord. 5308, 3-16-10; Ord. 5312, 4-20-10; Ord. 5427; 8-2-11)

167.05 Tree Protection Measures And Construction

(A) *Site inspection.* A preliminary site inspection followed by periodic inspections will be conducted by the urban forester to ensure compliance with the tree preservation plan.

(B) *Tree protection.* Tree preservation areas shall be protected from construction activity to prevent impingement by or the storage of construction vehicles, materials, debris, spoils or equipment in tree preservation areas. No filling, excavating or other land disturbance shall take place in tree preservation areas. Before commencing any construction activity, the applicant shall construct tree protection barriers on the site along the tree dripline or 10 feet from the trunk, whichever is greater. The applicant shall also post signs at each tree preservation area in accordance with the standards, specifications and guidelines provided in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual*. The urban forester may require other protective measures based upon the individual characteristics of the site and the proposed construction methods. Tree protection measures shall also protect any off-site trees the roots of which extend onto the site of the proposed construction. Any applicant damaging or destroying an off-site tree shall be required to mitigate such damage or destruction as prescribed by the urban forester. If the required barriers surrounding the tree preservation areas are not adequately maintained during construction, the urban forester shall prescribe remedial measures, and may issue a stop work order in accordance with § 153.07(C). All remedial measures shall be completed within the specified amount of time and shall be considered prior to granting final plat approval or issuing a certificate of occupancy.

(Code 1991, §162.11; Ord. No. 3699, §11, 4-20-93; Ord. No. 3925, §8, 10-3-95; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §7, 4-16-96; Ord. No. 4008, §1, 12-17-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01)

167.06 Tree Planting, Maintenance And Removal On Street Rights-Of-Way And Other Public Grounds

(A) *Follow the Tree Preservation, Protection, and Landscape Manual.* All tree planting, maintenance or removal on public grounds shall follow the standards, specifications and guidelines provided in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual*.

(B) *Tree planting.* Trees may be planted within street rights-of-way or on other public grounds only after notification to the urban forester; and provided the selection and location of said trees are in accordance with the requirements.

(C) *Tree removal.* Trees shall not be removed from a street right-of-way or other public grounds unless approval is received from the urban forester, with the exception that city employees may remove trees when necessary to accomplish emergency repairs to sewer or water systems, or in order to alleviate flooding.

(D) *Damage to trees.* It shall be a violation of this chapter to damage, destroy or mutilate any tree in a public right-of-way or on other public grounds, or attach or place any rope or wire (other than one to support a young or broken tree or limb), sign, poster, handbill or any other thing to any such tree.

(E) *Top or cutback to stubs.* It shall be unlawful for any person to top or cutback to stubs the crown of any tree in street rights-of-way or on other public grounds.

(F) *Reserved rights.* The city reserves the right to plant, preserve, prune, maintain or remove any tree within the street rights-of-way, alleys, squares, and all public grounds when such interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign, or as may be necessary to preserve or enhance the symmetry and beauty of such public grounds.

(G) *Line of sight.* Trees shall not be planted to conceal a fire hydrant from the street or impede the line of sight on any street.

(H) *Storm damage.* Trees severely damaged by storms, or other accidental causes, where required pruning practices are impractical are exempt from this chapter.

(I) *City employees.* Before cutting, pruning, removing or trimming any tree, city employees performing tree work on public grounds shall attend an educational workshop on basic tree pruning. A certificate will be issued when an individual has successfully completed the workshop.

Fayetteville Code of Ordinances

- (J) *Public utilities.* Nothing in this section shall be construed to prohibit public utilities from pruning or removing trees that encroach upon electric, telephone, or cable television transmission lines, or gas, sewer or water pipes.

(Code No. 1991, §162.07; Ord. No. 3699, §6, 4-20-93; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §5, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01).

167.07 Commercial Tree Pruner/Service; Certificate And Insurance Required

- (A) *Certificate required.* Before cutting, pruning, removing, or trimming any tree within the City of Fayetteville, the owner and supervisory personnel of each business performing commercial tree work shall obtain a city issued commercial tree pruner/service certificate.

- (B) *Liability insurance.* Each business performing commercial tree work, to include tree surgery, within the City of Fayetteville, shall be required to carry liability insurance in the following minimum amounts:

- | | |
|-----------------------------|--------------|
| (1) General aggregate: | \$100,000.00 |
| (2) Personal & advertising: | \$100,000.00 |
| (3) Each occurrence: | \$100,000.00 |

Proof of coverage shall include the name of the insurance company issuing the policy, the name of the insured, the policy number, effective and expiration dates, and the signature of an authorized representative of the insurance company.

- (C) *Workshop.* Owners and supervisory personnel shall attend an educational workshop on basic tree science and the proper techniques of tree pruning; or shall demonstrate sufficient knowledge of basic tree science and the proper techniques of tree pruning by scoring 75% or higher on a test provided by the International Society of Arboriculture (I.S.A.).
- (D) *Certificate issuance.* A certificate shall be issued when an individual has successfully completed the workshop or scored adequately on the test.
- (E) *Job site.* It shall be the responsibility of the business owner to ensure that a copy of the certificate is maintained at each job site.
- (F) *Supervision.* All persons engaged in the business of trimming trees shall be under the supervision of a certified tree pruner/service.
- (G) *Worker's compensation.* Those individuals performing commercial tree work on public

grounds shall comply with all worker's compensation requirements as set forth under Arkansas law and shall hold a city issued commercial tree pruner/service certificate.

- (H) *Licensure.* Those individuals performing tree surgery shall comply with licensure requirements as set forth under Arkansas law.

(Code 1991, §162.13; Ord. No. 3699, §14, 4-20-93; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 102-01)

167.08 Hazardous Trees

- (A) *Pruning.* Every owner of any tree overhanging a street or sidewalk within the city is responsible for pruning the branches so that such branches shall not obstruct vehicles or pedestrians.

- (B) *Order or removal.* The mayor, or his/her duly authorized representative, is hereby authorized to order the owner of any real property within the city to cause the removal of any dead or diseased trees on their property, and further, to order compliance, when such trees constitute a hazard of life and property, or harbor insects which constitute a potential threat to other trees. Whenever any such condition is found to exist, the mayor, or his/her duly authorized representative, shall send written notice via first class mail to the property owner ordering the performance of such acts within 20 days. If the property owner's identity or whereabouts are unknown, a copy of the written notice shall be posted upon the premises.

- (C) *Noncompliance.* It shall be unlawful for any person to fail or refuse to comply with any order and notice given pursuant to this section.

- (D) *Removal by city.* If the conditions described in a notice given, as set forth above, are not removed or corrected within 20 days after such notice given, the mayor, or his/her duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for the costs. Enforcement of the lien shall be set forth in §95.03 of the *Fayetteville Code of Ordinances*. Such action shall not be taken if the owner has evidenced a willingness to comply by hiring a qualified tree service before the expiration of the 20 day period.

(Code 1991, §162.06; Ord. No. 3699, §6, 4-20-93; Ord. No. 3963, §4, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01)

TITLE XV UNIFIED DEVELOPMENT CODE

167.09 Local Disaster Emergency

If it becomes necessary for the mayor to declare a local disaster emergency pursuant to A.C.A. §12-75-108(b)(2), the provisions of this chapter may be suspended for up to 30 days, if strict compliance with its provisions would prevent, hinder, or delay actions necessary to cope with the disaster emergency.

(Ord. No. 4316, 6-5-01; Ord. No. 4340; 10-2-01)

167.10-167.99 Reserved

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray

Ward 1 Position 2 – Sarah Marsh

Ward 2 Position 1 – Mark Kinion

Ward 2 Position 2 – Matthew Petty

Ward 3 Position 1 – Justin Tennant

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

Ward 4 Position 1 – Rhonda Adams

Ward 4 Position 2 – Alan T. Long

**City of Fayetteville Arkansas
Special City Council Meeting
March 12, 2013**

A **Special** Fayetteville City Council meeting, called by Mayor Lioneld Jordan, was held on March 12, 2013 at 5:00 PM in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

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

Pledge of Allegiance

New Business:

REW Investments, Inc., Woolsey Aviation, Inc. and Go Fayetteville, LLC (collectively Million Air Fayetteville): An ordinance waiving the requirements of formal competitive bidding and approving a contract in the amount of \$57,500.00, plus applicable per gallon fuel costs, with REW Investments, Inc., Woolsey Aviation, Inc. and Go Fayetteville, LLC (collectively Million Air Fayetteville) for the purchase of equipment and supplies necessary to effectuate the City's takeover of airport fixed-base operations.

City Attorney Kit Williams read the ordinance.

Terry Gulley, Transportation Services Director: Since you approved us taking over the fixed base operations I have been in negotiations with Mr. Woolsey. We started at about \$250,000 and settled with this amount. We are ready to move forward on this. This will allow us to have the basic equipment that we need to operate the fixed-base operations (FBO). Some of their employees hired on with us so there should be a seamless transition into this.

Ray Boudreaux, Airport Director: The inventory in the fuel tanks on the fuel farm belongs to them. We will measure that fuel and pay them for any fuel that remains in those tanks.

Don Marr, Chief of Staff: We do not like to have Special City Council meetings or walk agenda items on but the transfer date is Saturday and we do not have a Council meeting before

that. We could not get a signed signature until today so that is the reason we had to do this today.

Alderman Petty: You negotiated it down from \$250,000?

Terry Gulley: It started at about \$275,000 we got it down to \$80,000. We estimate they are going to owe us \$45,000 in back rent and fees. We split the difference on that, forgave half of it and subtracted half from the \$80,000 and that brought it down to about \$57,000. That fell in line with what it would cost if we had to go out and purchase the equipment. They have some pretty good equipment that should last us several years.

Alderman Petty: Great job. After we buy this equipment how much more equipment will we have to purchase?

Ray Boudreaux: There are two more items which we already had in the budget for this year.

Terry Gulley: We are still on time and on budget.

Don Marr: This is a prime example of why you pay for the talent you pay for. Terry and Ray have done a fantastic job with this conversion and have done it in a short period of time. They are to be commended.

City Attorney Kit Williams: I would like to thank Assistant City Attorney Jason Kelley for his work on this. This needs to be approved so we can continue to operate the airport. We recommend you approve this contract because the benefits of it out weight the potential risks.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Kinion seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Long moved to suspend the rules and go to the third and final reading. Alderman Adams seconded the motion. Upon roll call the motion unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5571 as Recorded in the office of the City Clerk.

City Attorney Kit Williams: This will take effect immediately without an emergency clause because it is not an ordinance of a general and permanent nature.

State Drug Crime Enforcement and Prosecution Fund Grant: A resolution authorizing acceptance of a State Drug Crime Enforcement and Prosecution Fund Grant for the Fourth Judicial District Drug Task Force in the amount of \$60,000.00 and approving a budget adjustment.

Police Chief Greg Tabor: Thank you for hearing this. We received notice last week that we were approved for this and have to have it back to the Little Rock this week. This is for the drug task force and is a 25% in kind match. The 25% match is already budgeted.

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

Resolution 49-13 as recorded in the office of the City Clerk.

Adjournment: 5:15 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

City Council Tours:

March 25, 2013 5:00 PM

Fayetteville Public Library

April 8, 2013 5:00 PM

Westside Wastewater Treatment Plant

May 6, 2013 5:00 PM

Noland Wastewater Treatment Plant and Biosolids Management Site

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith



Aldermen

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

**City of Fayetteville Arkansas
City Council Meeting Minutes
March 19, 2013**

A meeting of the Fayetteville City Council was held on March 19, 2013 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville,

Mayor Jordan called the meeting to order.

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

ABSENT: Alderman Justin Tennant and Alderman Martin Schoppmeyer

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items:

Nominating Committee Report

Alderman Gray presented the Nominating Committee Report.

A copy of the report is attached.

Alderman Gray moved to approve the Nominating Committee Report. Alderman Kinion seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Schoppmeyer were absent.

Agenda Additions: None

Consent:

Approval of the March 05, 2013 City Council meeting minutes.

Approved

Portable Changeable Message Sign: A resolution approving a budget adjustment in the total amount of \$14,500.00 to provide funding for the purchase of a portable changeable message sign for the Transportation Department.

Resolution 50-13 as recorded in the office of the City Clerk.

Bid #13-12 North Point Ford: A resolution awarding Bid #13-12 and authorizing the purchase of three (3) Ford F-550 service body trucks from North Point Ford of North Little Rock in the total amount of \$121,812.00 for use by the Water and Sewer Division.

Resolution 51-13 as recorded in the office of the City Clerk.

Bid #13-13 North Point Ford: A resolution awarding Bid #13-13 and authorizing the purchase of one (1) Ford F-250 utility truck from North Point Ford of North Little Rock in the amount of \$32,969.00 for use by the Transportation Department.

Resolution 52-13 as recorded in the office of the City Clerk.

North Point Ford – Information Technology Division: A resolution authorizing the purchase of one (1) Ford F-150 pickup truck in the amount of \$18,492.00, pursuant to a state procurement contract, from North Point Ford of North Little Rock for use by the Information Technology Division, and approving a budget adjustment.

Resolution 53-13 as recorded in the office of the City Clerk.

Bale Chevrolet – Transportation Department: A resolution authorizing the purchase of one (1) Chevrolet Tahoe in the amount of \$28,789.00, pursuant to a state procurement contract, from Bale Chevrolet of Little Rock for use by the Transportation Department, and approving a budget adjustment.

Resolution 54-13 as recorded in the office of the City Clerk.

Bale Chevrolet – Solid Waste Division: A resolution authorizing the purchase of one (1) Chevrolet Tahoe in the amount of \$28,789.00, pursuant to a state procurement contract, from Bale Chevrolet of Little Rock for use by the Solid Waste Division.

Resolution 55-13 as recorded in the office of the City Clerk.

Mountain Street and College Avenue Sidewalk Improvements: A resolution approving a budget adjustment in the amount of \$60,600.00 recognizing revenue for improvements to sidewalks on Mountain Street and College Avenue.

Resolution 56-13 as recorded in the office of the City Clerk.

Crafton Tull: A resolution approving a contract with Crafton Tull in an amount not to exceed \$42,430.00 for architectural and bidding services related to renovations of pool buildings at Wilson Park.

Resolution 57-13 as recorded in the office of the City Clerk.

Rupple Road Improvements: A resolution expressing the willingness of the City of Fayetteville to utilize federal-aid funds for reconstruction and relocation of Rupple Road from Wedington Drive to Mount Comfort Road.

Resolution 58-13 as recorded in the office of the City Clerk.

Alderman Gray moved to approve the Consent Agenda as read. **Alderman Adams** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Tennant** and **Schoppmeyer** were absent.

Unfinished Business:

Wedington Corridor Neighborhood Master Plan: A resolution to adopt the Wedington Corridor Neighborhood Master Plan vision document and illustrative master plan. *This item was tabled at the March 05, 2013 City Council meeting to the March 19, 2013 City Council meeting.*

Peter Nierengarten, Director Sustainability and Strategic Planning gave a brief description of the Wedington Corridor Neighborhood Master Plan.

Kevin Mitchell, business owner stated there is a way to make a round about at Wedington that will relieve all the traffic on the I-540/Wedington interchange with minimal amount of interruption to traffic. It would help the Wedington area greatly.

Alderman Adams: Thank you Mr. Mitchell for your comments and participation. Thanks to the city staff for this neighborhood plan. I keep hearing that we need to find the heart of the west side of town whether that is a central place or a feeling that you capture. I also heard a lot about urban agri and community gardens.

Alderman Petty moved to approve the resolution. **Alderman Marsh** seconded the motion. Upon roll call the resolution passed 6-0. **Alderman Tennant** and **Schoppmeyer** were absent.

Resolution 59-13 as recorded in the office of the City Clerk.

New Business:

Amend §33.108 Compensation: An ordinance to amend §33.108 Compensation relating to the Planning Commissioners and to approve a budget adjustment.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: This should say *shall be compensated a monthly amount*

Alderman Adams moved to amend the ordinance to read *shall be compensated a monthly amount*. Alderman Long seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Schoppmeyer were absent.

Alderman Long: I appreciate the City Attorney and the Mayor acting so quickly on this. I brought this forward because I thought it was important for our city to make it as feasible as possible for professionals who otherwise might not be able to serve without compensation on our Planning Commission. I think this will attract more people to that role that is very important for our city. I appreciate the support from the Council.

Alderman Gray: I think this is excellent and I will support it.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5572 as Recorded in the office of the City Clerk.

VAC 12-4203 (Halsell Road Sewer Easements): An ordinance approving VAC 12-4203 submitted by the City of Fayetteville for several blanket easements along Halsell Road, Maple Street and Oliver Avenue.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Development Services Director gave a brief description of the easements.

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

City Attorney Kit Williams read the ordinance.

Alderman Long moved to suspend the rules and go to the third and final reading. **Alderman Adams** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Tennant** and **Schoppmeyer** were absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5573 as Recorded in the office of the City Clerk.

First Community Bank of Crawford County Cost Share Agreement: An ordinance waiving the requirements of formal competitive bidding and approving a \$64,000.00 cost-share agreement with First Community Bank of Crawford County for the milling and paving of streets within the Sunbridge Villas Development, and approving a budget adjustment of \$64,000.00 recognizing revenue from letters of credit.

City Attorney Kit Williams read the ordinance.

Chris Brown, City Engineer gave a brief description of the cost share.

Alderman Long moved to suspend the rules and go to the second reading. **Alderman Kinion** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Tennant** and **Schoppmeyer** were absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5574 as Recorded in the office of the City Clerk.

U.S. Geological Survey Agreement: An ordinance waiving the requirements of formal competitive bidding and approving an agreement with the U.S. Geological Survey (U.S. Department of the Interior) in the amount of \$21,528.00 for the operation and maintenance of three (3) urban stream gauging stations in the City for calendar year 2013.

City Attorney Kit Williams read the ordinance.

Sarah Wrede, Staff Engineer gave a brief description of the agreement.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5575 as Recorded in the office of the City Clerk.

ADM 13-4331 Local Foods Ordinance Review: A resolution to request city staff review the Unified Development Code and prepare amendments to allow residents to raise farm animals and sell crops, animals and animal products in non-agriculturally zoned areas to provide greater food security for Fayetteville residents.

Peter Nierengarten: Nationally one in six Americans are fighting hunger and in Fayetteville that statistic is one in four. Arkansas leads the nation with 19% of our population who are defined as food insecure. 15% of Washington County residents are food insecure. According to the state Washington County has the second highest food stamp usage rate in the state. These problems appear to be increasing. Several local organizations have demonstrated an interest in food security. Several of these groups recently completed some community surveys that asked residents to comment on how Fayetteville could improve the city's food security situation and improve access to urban agricultural and healthy fresh foods. We identified items that we could address through city policy or expanding the ability to sell food on site where grown. We also reviewed our animal and fowl ordinance for possible expansion, the use of left over space to plant food, establish more community gardens, and provide or expand composting services.

Passage of this resolution would request staff to work with stake holders and develop a list of potential changes to city ordinances that would address these items with any interest of promoting urban agriculture and addressing food insecurity in Fayetteville. These changes would be brought back to the City Council in approximately six months at which time you would be able to debate the merits of the proposed changes.

Mayor Jordan: We started talking about this in 2009. This is something I am interested in exploring and that we need to look at. Some of the reports I have read have said that 18,000 children in the world die of starvation each day. If we can grow local food and alleviate some of that burden on people I think it is something we need to study. I want to thank the food groups and Alderman Petty and others that have worked on this.

Alderman Gray: I wish we would have started this six months ago. I think it is a great idea.

Alderman Marsh: We discussed this resolution at the Environmental Action Committee and voted unanimously in support of the resolution. We recommend the Council pass the resolution.

Alderman Petty: A lot of times we do not realize how secure we have it. I have such great access to food that I have the luxury of complaining when I could not purchase my favorite cheddar cheese. There are quite a few people that do not have those luxuries. One in four in Washington County doesn't know where their next meal is coming from. The best case scenario, for the event of climate change on food production, says our ability to produce food will be lessened by 10%. Our food travels an average of 1,500 miles to get to us and for big box grocers the average is 3,000 miles. As the cost of fuel goes up the cost of food goes up on the production side and transportation side. I might be able to lower my disposable spending to be able to make up that difference but there are a lot of families out there that can't. We need to investigate how to produce food locally. This is the first step.

Alderman Adams: Thank you Matthew for your work. I am excited about the fact that we have the University here and that we can work together with the expertise we have to help. We think about this in other countries. It is time to do something in our own city.

Don Bennett, Tri Cycle Farms thanked the Mayor, Matthew Petty and Sarah Marsh. He gave a brief summary of his farm and their mission. He stated the true sustainability of a community is our food. Food is our problem and food is our solution.

Joanna Pollock thanked the Mayor for his leadership on this issue and ensuring that we are going to pursue a comprehensive urban agri policy and food policy for our city. Thank you to the Council and planners as well. I support pursuing a comprehensive urban agri policy for Fayetteville. It is the right thing to do. It keeps money in the local economy, supports farmers, and creates new ones.

Mark Cain, Dripping Springs Garden: I would advise you to take a look at what types of land the city might have access to that could be converted into urban gardens that could be rented as plots by people.

Aubrey Shepherd: The soil is the most important thing. There needs to be education about where the best soil is.

City Attorney Kit Williams: Home owners can grow gardens now. We have a community garden at the Jefferson School. We have made steps in the direction of community gardens.

Mayor Jordan thanked several people and organizations that have been very involved in this.

Alderman Gray moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed 6-0. Alderman Tennant and Schoppmeyer were absent.

Resolution 60-13 as recorded in the office of the City Clerk.

Amend §114.02 Farmers' Market: An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound application during Farmers' Market and to make other changes.

City Attorney Kit Williams read the ordinance.

Alderman Petty: This ordinance would allow the Farmers Market to close and control the south side of Mountain Street, be able to use sound amplification under a special permit from the city, and allow them to set their own fees for vendors.

Lori Boatright, Farmers Market gave a brief description of the ordinance change.

Alderman Petty asked Lori Boatright to explain how they will make sure that the advocacy groups and other non profits on the south side will still have space to do their work.

Lori Boatright: We have moved them to the Town Center Plaza. It is actually a thoroughfare for them and they like the space better.

Mayor Jordan: What about the candidates they are usually on that side of the street?

Lori Boatright: During the last election season they were in the Town Center Plaza, different places on the sidewalk, and the wider areas where pedestrians flow through. We worked with everyone individually for what best suited their needs, allowed traffic to flow, and business to continue.

Mayor Jordan: What about the Animal Services adoption of dogs, would they still be allowed to set up?

Lori Boatright: Yes. That will not change.

Alderman Long: Last year when I was campaigning on the square you said that one of the issues that you thought needed to be looked at was the limited amount of space that people had to exercise free speech. This does not address the amount of space they have.

Lori Boatright: No. That is something we could still look at.

City Attorney Kit Williams: The Town Center Plaza is controlled by the A&P Commission and not by the city or the Farmers Market. The Farmers Market is great. One of the things I like about it is you can go there to buy food and meet people. I am concerned about making sure we have space for the Animal Shelter, candidates, and issue organizers that need a space that is not out of the way.

Lori Boatright: Last year we worked with each candidate and non profit individually to suit their needs. We can do that on a case by case basis.

Alderman Kinion: I am also worried about the access for advocacy groups. You do a great job and it is recognized as one of the best Farmers Market in the United States. As we move forward I want to be sure we protect what we have that makes it special.

Lori Boatright: We are proud of the fact that there are many different types of people that attend the Farmers Market for so many different reasons. We are constantly working to keep that balance in check. That is not something that we want to push completely out of the market or stick in a corner somewhere. We are very proud that is part of who we are. We have been working to become more of a community partner with some of those non profits and different city entities.

Alderman Kinion: It is not just city functions it is also the diversity of community organizations that are advocacy groups. I think we have to guarantee the respect and accessibility of a very broad nature in the area.

Lori Boatright: We are partnering with some of those groups. I understand where you are from a policy view.

Alderman Kinion: Social advocacy is what I am talking about as much as anything. I embrace everything that happens there but I also embrace the open exchange of ideas so that we have social issue advocacy. That is what I want to protect as we move forward.

Alderman Petty: I think we all have the same intent here. I am willing to give this more time so everyone is comfortable with it. The Farmers Market is what enables so many businesses on the square, Center, and Block Street to exist. They are at a point where they need more space.

A discussion followed on leaving this on the first reading and the A&P Commission lease of the Town Center Plaza.

Aubrey Shepherd asked about the rate increases or changes. He voiced his concern about the street musicians and regulating the sound from their speakers.

Mark Cain: I have seen the market grow since I have been on the Farmers Market Board. I respect the comments about socializing at the market. We have a point system based on attendance and sales for spots around the market. That permanence of location for vendors is something that has worked for a very long time for vendors. Farmers Market sales went up last year so there are more and more people coming to the market. The Board has had to continually struggle with the popularity of the Market for vendors and the public. How do we make the market a streamline situation where it does not become so chaotic that the customers are disgruntled because they can't walk around the square. We are constantly getting applications from growers who want to sell there. You have to understand what it is like to try to manage this, the growers, the public and non profits that want a space.

This ordinance was left on the First Reading

City Council Agenda Session Presentations:

Entertainment District Parking Deck Update and Public Input Session – David Jurgens, Utilities Director and Team

City Council Tours:

March 25, 2013 5:00 PM

Fayetteville Public Library

April 8, 2013 5:00 PM

Westside Wastewater Treatment Plant

May 6, 2013 5:00 PM

Woolsey Wet Prairie

Announcements:

Adjournment: 7:55 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Unofficial

Added at the
City Council
Meeting 4/2/13

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

~~4/16/2013~~ 4/2/13
City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux
Submitted By

Aviation
Division

Transportation
Department

Action Required:

Action Required: A Resolution to Express Extreme Displeasure with the FAA's decision to close Federal Contract Towers including the air traffic control tower at Drake Field.

NONE

Cost of this request

Category / Project Budget

Program Category / Project Name

\$

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

Airport

Fund Name

Budgeted Item

Budget Adjustment Attached

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

03-23-13 A09:48 RCVD

Chief of Staff

Date

Received in
Mayor's Office



Mayor

Date

Comments:



AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan
THRU: Chief of Staff
THRU: Staff/Contract Review Committee
THRU: Terry Gulley, Transportation Director
FROM: Ray M. Boudreaux, Aviation Director
DATE: March 27, 2013

SUBJECT: Approve Resolution expressing extreme displeasure with the FAA arbitrary decision to close Federal Contract Towers at airports all across the Country including the Tower at Drake Field

RECOMMENDATION: Approve a Resolution to express extreme displeasure with the FAA arbitrary decision to close the Air Traffic Control Tower at Drake Field. Forward the resolution to the FAA Administrator, Honorable Michael P. Huerta.

BACKGROUND: No one, not even our Federal Delegation believed that the Sequester Act would be acted upon. As a result of the Act, the FAA was directed to make savings in the operations area and elected to close Federal Contract Towers with less than 10,000 commercial service operations annually. Drake Field has no commercial service operations. We serve commercial aircraft under charter to the U of A for their sports teams but only have something between 50 and 100 operations a year. The action taken by the FAA did not consider the consequences of the action. Safety will be compromised at all airports where the towers are closing. Pilots are able to operate into and out of uncontrolled airports but having a tower improves the safety margin significantly. At Drake Field, we have a mix of training, military, corporate and private aircraft that operate at different speeds and under different levels of proficiency. The tower de-conflicts the aircraft to eliminate potential conflicts. Our tower controls the runway lighting, the automated weather system and the instrument approaches. It will be costly to move those controls out of the tower. De-conflicting arrivals and departures from ground traffic is most important. Aircraft parked east of the runway must cross the runway to get to the end of runway 34 for departure as the parallel taxiway is on the west side of the runway. We may lose military training traffic without a tower. We have recently taken over the FBO in house and planned on military fuel sales in our projections. USAF flight training does not normally visit unfamiliar airports without a tower. Finally, Arkansas Football game days will be a problem. Not only will 150 or more aircraft arrive during the two to three hours before the game, but after they land directing them to parking without a tower will be a significant problem.

Razorback Approach Control handles all traffic entering and departing Northwest Arkansas. They are very concerned with this arbitrary action by the FAA as the Drake tower participates in controlling traffic in the NWA region.

The Transportation Committee of The Fayetteville Chamber of Commerce passed a resolution to be forwarded to the Chamber Board of Directors expressing displeasure with the arbitrary action of the FAA to close the tower at Drake Field.

BUDGET IMPACT: None

Attachments: Staff Review

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE EXTREME DISPLEASURE OF THE CITY OF FAYETTEVILLE WITH THE ARBITRARY DECISION OF THE FEDERAL AVIATION ADMINISTRATION TO CLOSE FEDERAL CONTRACT AIRPORT CONTROL TOWERS, INCLUDING THE AIR TRAFFIC CONTROL TOWER AT DRAKE FIELD

WHEREAS, the City of Fayetteville received notice from Hon. Michael P. Huerta, Administrator of the Federal Aviation Administration (FAA) of the Administration's decision to close certain federal contract towers in response to federal budget sequestration spending reductions; and

WHEREAS, the FAA decision reflects an arbitrary approach to the potential consequences of its action and its own budget constraints; and

WHEREAS, aircraft pilots are able to operate in and out of uncontrolled airports, but the existence of on-site air traffic control significantly improves the safety margin; and

WHEREAS, the City of Fayetteville desires its airport to continue its strong tradition of safety for civilians, as well as for the numerous military aircraft using Drake Field for training and refueling, said mission being in the direct security interest of the United States of America;

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 extreme displeasure with the arbitrary decision of the FAA to close federal contract airport control towers, including the air traffic control tower at Drake Field, and encourages all federal leaders to seek an approach to federal budget constraints which will not risk airport safety.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby directs the City Clerk to deliver a copy of this Resolution to the Hon. Michael P. Huerta, Administrator of the FAA, at her earliest opportunity.

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Added at the
City Council
Meeting 4-2-13

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux

Submitted By

Aviation

Division

Transportation

Department

Action Required:

Action Required: A resolution to enter into an emergency Contract with CI² Aviation Inc, Contact: Michael F Bayliss II, CEO, CI² Aviation Inc., 4488 N Shallowford Rd, Ste 200, Dunwoody, GA 30338, for provision of Air Traffic Control Tower Services at a beginning rate of \$20,342.00 /per month plus an initial payment of \$8,550.

\$ 196,127.00

Cost of this request

\$ -

Category / Project Budget

Program Category / Project Name

\$ -

Funds Used to Date

Program / Project Category Name

\$ -

Remaining Balance

Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐

Department Director

3-29-13
Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

3-29-13
Date

Original Contract Number:

Finance and Internal Services Director

4-1-2013
Date

Received in City
Clerk's Office

03-29-13 P02:20 RCVD

Chief of Staff

4-1-13
Date

Received in
Mayor's Office

Mayor

4/2/13
Date

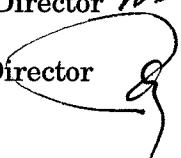


Comments: Accounts to be used and budget information not yet determined



AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan
THRU: Chief of Staff
THRU: Staff/Contract Review Committee
THRU: Terry Gulley, Transportation Director 
FROM: Ray M. Boudreaux, Aviation Director 
DATE: March 27, 2013

SUBJECT: Approve an emergency contract with CI2 Aviation, Inc. to provide tower services after April 7, 2013 in the amount of \$20,342.00 per month with an initial payment of \$8,550.00 for insurance. Signature of the mayor and City Clerk.

RECOMMENDATION: Approve and emergency interim contract with CI2 Aviation, Inc. for tower services after April 7, 2013. Signature of the Mayor and the City Clerk.

BACKGROUND: The FAA has taken steps to close the Air Traffic Control Tower at the Airport due to the sequestration. This action will keep the tower open in the interim while we continue to fight this arbitrary decision by the FAA.

BUDGET IMPACT: CI2 currently provides the tower employees under the contract with the FAA. They have agreed to continue on a month to month basis until we can hopefully get the law changed. Monthly cost is \$20,342.00 with an up front payment for the insurance of \$8,550.00 which will be prorated to approximately \$1,250.00 a month when we terminate this interim contract.

Attachments: Staff Review
Contract with CI2 Aviation Inc.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT IN THE AMOUNT OF \$20,342.00 PER MONTH, PLUS UPFRONT INSURANCE COSTS OF \$8,550.00 WITH CI² AVIATION INC. FOR THE PROVISION OF AIR TRAFFIC CONTROL TOWER SERVICES FOR DRAKE FIELD

WHEREAS, federal budget sequestration cuts have led the Federal Aviation Administration (FAA) to announce the closure of control tower operations at Drake Field; and

WHEREAS, continued air traffic control tower services are essential to assuring maximum safety for air traffic and passengers flying through Drake Field; and

WHEREAS, the expertise and training necessary for the provision of air traffic control tower services is held by the current contract provider, CI² Aviation Inc.;

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 determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract in the amount of \$20,342.00 per month, plus upfront insurance costs of \$8,550.00, with CI² Aviation Inc.), marked as Exhibit "A" attached hereto and made a part hereof, for the provision of air traffic control tower services for Drake Field.

PASSED and **APPROVED** this 12th day of March, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

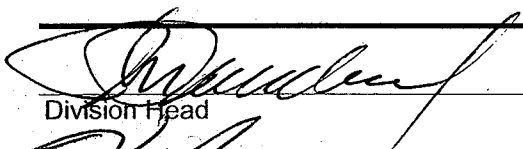
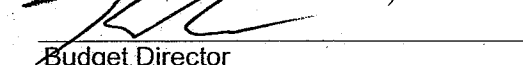
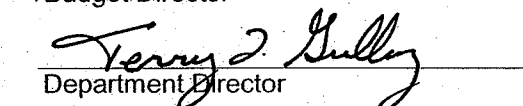
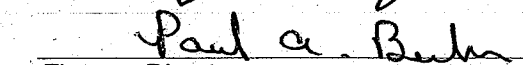
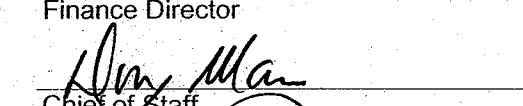
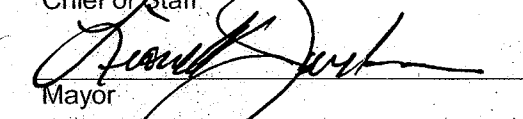
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Budget Year 2013	Division: Aviation Department: Transportation Services	Request Date 3/29/2013	Adjustment Number
----------------------------	---	----------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

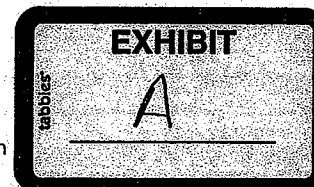
\$196,127 in the Airport Contract Services account for a contract to operate the Airport Control Tower.

The funds will be transferred from the General Fund Use of Fund Balance.

 Division Head	3/29/13 Date	Prepared By: Kevin Springer
 Budget Director	3-29-2013 Date	Reference:
 Department Director	3-29-13 Date	Budget & Research Use Only
 Finance Director	4-1-2013 Date	Type: A B C D E P
 Chief of Staff	4-1-13 Date	General Ledger Date
 Mayor	4/2/13 Date	Posted to General Ledger
		Initial Date
		Checked / Verified
		Initial Date

TOTAL BUDGET ADJUSTMENT

TOTAL BUDGET ADJUSTMENT		392,254	392,254	
		Increase / (Decrease)		Project.Sub
Account Name	Account Number	Expense	Revenue	Number
Contract Services	5550.3940.5315.00	196,127	-	.
Transfer from General	5550.0955.6602.01	-	196,127	.
Transfer to Airport	1010.6600.7602.55	196,127	-	.
Use of Fund Balance	1010.0001.4999.99	-	196,127	.
		-	-	.





CI² Aviation, Inc.
4488 North Shallowford Rd.
Suite 200
Dunwoody, GA 30338

**AGREEMENT
for
AIR TRAFFIC CONTROL SERVICE
between
THE CITY OF FAYETTEVILLE, ARKANSAS
and
CI² AVIATION, INC.**

1. CONTRACT SERVICES

This Agreement is entered into as of the 2nd day of April 2013 by and between the City of Fayetteville, Arkansas, 4500 S. School Ave. Suite F, Fayetteville, Arkansas, 72701, and CI² Aviation, Inc., a Georgia corporation having offices at 4488 North Shallowford Road, Suite 200, Dunwoody, Georgia, 30338, effective as of April 8, 2013.

WHEREAS, CI² Aviation, Inc. has entered into an agreement with the City of Fayetteville, Arkansas, which desires to have air traffic control services provided for the Fayetteville Executive Airport – Drake Field, Fayetteville, Arkansas. Services will be provided during operating hours, 0800 (8:00 A.M. Local) to 2000 (8:00 P.M. Local) daily at the Fayetteville - Drake Airport Traffic Control Tower (ATCT). CI² Aviation, Inc. shall provide these services by issuing pertinent NOTAM and advisories for the hours of operation of the Fayetteville - Drake ATCT.

NOW, THEREFORE, BOTH PARTIES, in consideration of the covenants and agreements of the respective parties herein contained hereby agree as follows:

2. SCOPE OF WORK

CI² Aviation, Inc. shall furnish all required personnel and labor, and will provide Air Traffic Control service, including normal weather observations, for the Fayetteville Executive Airport - Drake Field (FYV), Fayetteville, Arkansas, airport Movement Area and the airspace within the

designated Traffic Area as a VFR Non Federal Contract Tower (NFCT). Performance shall be in accordance with the Company and Federal Aviation Administration (FAA) standards and mandatory directives and agreements.

3. PERIOD OF PERFORMANCE AND HOURS OF OPERATION

This agreement will begin at the earliest available date of action and the hours will be from 0800L (8:00 A.M.) to 2000L, (8:00 P.M.), daily. Other additional operating hours may be provided as requested. This Agreement will be for four (4) periods as follows:

- Period 1 April 8, 2013 – April 7, 2014
- Period 2 April 8, 2014 – April 7, 2015
- Period 3 April 8, 2015 – April 7, 2016
- Period 4 April 8, 2016 – April 7, 2017

4. REQUIREMENTS

- a. The City of Fayetteville, Arkansas will complete any required coordination as necessary to utilize the FAA maintained Control Tower structure and related ATC equipment.
- b. An Air Traffic Manager (ATM) shall be appointed and included in the minimum shift requirement.
- c. CI² Aviation, Inc. shall employ qualified Air Traffic Controllers, to accomplish all work required for this agreement. Further, CI² Aviation, Inc. shall ensure sufficient staffing to meet operating hours of air traffic from 0800L (8 A.M. Local), to 2000L (8 P.M. Local), daily.

5. LAWS AND REGULATIONS

CI² Aviation, Inc. agrees to comply with all Federal, State, and the City of Fayetteville, Arkansas rules, regulations, laws and require its officers, agents, and employees to observe and obey the same.

6. INSURANCE

- a. CI² Aviation, Inc. will provide Airport Owners' and Operators' General Liability Insurance, in the amount of \$10,000,000 per occurrence at Fayetteville Executive Airport

– Drake Field, Fayetteville, Arkansas. The premium will be paid in full by the City of Fayetteville, Arkansas in accordance with the payment schedule in paragraph 7.

- b. Workers' Compensation Insurance will be provided as required by state and federal workers' compensation acts, the Federal Longshoremen's and Harbor Workers' Compensation Act, the Outer Continental Shelf Act and such other acts as may be applicable to these services.

CI² Aviation, Inc. shall provide and maintain in force at all times during the performance of the services, insurance in compliance with the insurance requirements of the Agreement.

7. COST OF SERVICES

Insurance

Insurance Cost - **\$8,505** based on an annual premium of \$15,000 prorated to cover the period April 8, 2013 – October 31, 2013.

The Premium is due and payable in advance for the first period and prior to the beginning of subsequent periods. In order to align with other CI² Aviation insurance policies this policy would renew for a full year on November 1, 2013.

The insurance policy renewal amount is subject to change annually, as determined by the Insurer.

Personnel Support Costs

The City of Fayetteville, Arkansas shall compensate CI² Aviation, Inc. for Air Traffic Control Services as follows:

Period 1 - \$20,342 per month

Period 2 - \$21,359 per month

Period 3 - \$23,090 per month

Period 4 - \$24,244 per month

Insurance as depicted above under Insurance Costs are not included in the costs for Air Traffic Control Services, Periods 1 – 4.

8. INVOICING

- a. An invoice will be presented to the City of Fayetteville, Arkansas at the end of the month for which services are rendered.
- b. The City of Fayetteville, Arkansas shall make payment for the provisioning of air traffic control to CI² Aviation, Inc. after services occur and after receipt of invoice.
- c. If payment has not been received within fifteen (15) days of services being provided and receipt of invoice, interest will accrue at 1.75 percent per month. If the invoice is not paid within thirty (30) days of having received the invoice, CI² Aviation, Inc. may terminate the agreement.

9. CI² AVIATION, INC. PAYMENT INFORMATION

Wiring Instructions will be provided by CI² Aviation, Inc. following the execution of this agreement, or mail check to the address below:

Mail Check To:

CI² Aviation, Inc.
Attn: Debra Anthony
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia 30338

10. TERM AND TERMINATION

In the event of termination of this agreement prior to the end date, all invoices will be paid in full immediately.

Advance insurance payments will be prorated and any balance will be reimbursed.

This Agreement and all rights, duties, and obligations provided for herein shall terminate upon the earliest occurrence of any of the following:

- a. For the City of Fayetteville's or CI² Aviation, Incorporated's convenience, upon thirty (30) day notice to the other party, should either party determine that it no longer desires to have or provide air traffic control services and/or funding is not available.

- b. The implementation of the FAA Contract Tower (FCT) Program at Fayetteville – Drake ATCT.
- c. Four (4) periods from the effective date of this Agreement as cited in paragraph 3 hereof.
- d. The commencement, voluntary or involuntary, of proceedings in bankruptcy for one of the parties, including filing under Chapter 11 of the U.S. Bankruptcy Code.
- e. Failure of the City of Fayetteville, Arkansas or CI² Aviation, Inc. to perform any of the covenants or conditions under this agreement.

11. COST OF LITIGATION

In the event of any litigation arising out of this Agreement, it is agreed that the prevailing party shall not be responsible for any cost reasonably incurred by it in prosecuting or defending against such litigation, including attorney's fees.

12. CONTRACT POINTS OF CONTACT

CI² Aviation, Inc. – Operations Headquarters

James M. Padgett
CI² Aviation, Inc.
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia 30338
404.797.0284 (mobile)
678.363.8843 (facsimile)

CI² Aviation, Inc. Point of Contact at Fayetteville - Drake ATCT, Arkansas.

Mike Bowman
Fayetteville Executive Airport – Drake Field
Attn: Airport Traffic Control Tower
437 W. Ernest Lancaster Dr.
Fayetteville, Arkansas, 72701
479.442.2182 Direct
479.659.4803 Cell for Emergencies

Notices

Any notice or other writing required or permitted by this Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the parties specified herein.

CI² Aviation, Inc.

Michael F. Baylis, II
CEO
CI² Aviation, Inc.
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia, 30338

and

Fayetteville Executive Airport – Drake Field, Arkansas

Ray M. Boudreaux
Director Aviation and Economic Development
Fayetteville Executive Airport – Drake Field
4500 S. School Ave, Suite F
Fayetteville, Arkansas 72701
Office: 479.718.7642
Fax: 479.718.7646

Confidentiality

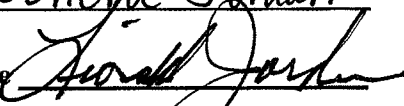
The City of Fayetteville, Arkansas hereby agrees that all information provided by CI² Aviation, Inc. pursuant to the work and Services hereunder shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the City of Fayetteville, Arkansas without the written consent of CI² Aviation, Inc., except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided that the limitation shall not apply to any information or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this provision shall survive the term of this Agreement.

Entire Agreement.

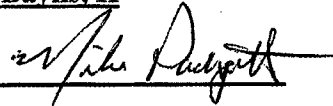
This Agreement constitutes the entire, complete and final understanding and agreement between the parties concerning the subject initiative and supersede any previous understandings, commitments, or agreements, oral or written.

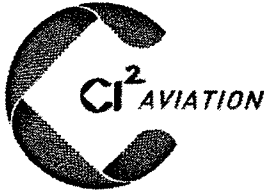
IN WITNESS WHEREOF, the parties hereto have, through duly authorized representatives, executed this Agreement effective as of the day and year indicated in the paragraphs above.

City of Fayetteville, Arkansas

By: Lionel Jordan
Signature 
Date 4/4/13

CI² Aviation, Inc.

By: Michael F. Baylis, II
Signature ^{For} 
Date 4/2/13



CI² Aviation, Inc.
4488 North Shallowford Rd.
Suite 200
Dunwoody, GA 30338

*Superseded
by amended
contract dated
4/4/13.*

**AGREEMENT
for
AIR TRAFFIC CONTROL SERVICE
between
THE CITY OF FAYETTEVILLE, ARKANSAS
and
CI² AVIATION, INC.**

1. CONTRACT SERVICES

This Agreement is entered into as of the 2nd day of April 2013 by and between the City of Fayetteville, Arkansas, 4500 S. School Ave. Suite F, Fayetteville, Arkansas, 72701, and CI² Aviation, Inc., a Georgia corporation having offices at 4488 North Shallowford Road, Suite 200, Dunwoody, Georgia, 30338, effective as of April 7, 2013.

WHEREAS, CI² Aviation, Inc. has entered into an agreement with the City of Fayetteville, Arkansas, which desires to have air traffic control services provided for the Fayetteville Executive Airport - Drake Field, Fayetteville, Arkansas. Services will be provided during operating hours, 0800 (8:00 A.M. Local) to 2000 (8:00 P.M. Local) daily at the Fayetteville - Drake Airport Traffic Control Tower (ATCT). CI² Aviation, Inc. shall provide these services by issuing pertinent NOTAM and advisories for the hours of operation of the Fayetteville - Drake ATCT.

NOW, THEREFORE, BOTH PARTIES, in consideration of the covenants and agreements of the respective parties herein contained hereby agree as follows:

2. SCOPE OF WORK

CI² Aviation, Inc. shall furnish all required personnel and labor, and will provide Air Traffic Control service, including normal weather observations, for the Fayetteville Executive Airport - Drake Field (FYV), Fayetteville, Arkansas, airport Movement Area and the airspace within the

designated Traffic Area as a VFR Non Federal Contract Tower (NFCT). Performance shall be in accordance with the Company and Federal Aviation Administration (FAA) standards and mandatory directives and agreements.

3. PERIOD OF PERFORMANCE AND HOURS OF OPERATION

This agreement will begin at the earliest available date of action and the hours will be from 0800L (8:00 A.M.) to 2000L (8:00 P.M.), daily. Other additional operating hours may be provided as requested. This Agreement will be for four (4) periods as follows:

- Period 1 April 7, 2013 – April 6, 2014
- Period 2 April 7, 2014 – April 6, 2015
- Period 3 April 7, 2015 – April 6, 2016
- Period 4 April 7, 2016 – April 6, 2017

4. REQUIREMENTS

- a. The City of Fayetteville, Arkansas will complete any required coordination as necessary to utilize the FAA maintained Control Tower structure and related ATC equipment.
- b. An Air Traffic Manager (ATM) shall be appointed and included in the minimum shift requirement.
- c. CI² Aviation, Inc. shall employ qualified Air Traffic Controllers, to accomplish all work required for this agreement. Further, CI² Aviation, Inc. shall ensure sufficient staffing to meet operating hours of air traffic from 0800L (8 A.M. Local), to 2000L (8 P.M. Local), daily.

5. LAWS AND REGULATIONS

CI² Aviation, Inc. agrees to comply with all Federal, State, and the City of Fayetteville, Arkansas rules, regulations, laws and require its officers, agents, and employees to observe and obey the same.

6. INSURANCE

- a. CI² Aviation, Inc. will provide Airport Owners' and Operators' General Liability Insurance, in the amount of \$10,000,000 per occurrence at Fayetteville Executive Airport

– Drake Field, Fayetteville, Arkansas. The premium will be paid in full by the City of Fayetteville, Arkansas in accordance with the payment schedule in paragraph 7.

- b. Workers' Compensation Insurance will be provided as required by state and federal workers' compensation acts, the Federal Longshoremen's and Harbor Workers' Compensation Act, the Outer Continental Shelf Act and such other acts as may be applicable to these services.

CI² Aviation, Inc. shall provide and maintain in force at all times during the performance of the services, insurance in compliance with the insurance requirements of the Agreement.

7. COST OF SERVICES

Insurance

Insurance Cost - \$8,550 based on an annual premium of \$15,000 prorated to cover the period April 7, 2013 – October 31, 2013.

The Premium is due and payable in advance for the first period and prior to the beginning of subsequent periods. In order to align with other CI² Aviation insurance policies this policy would renew for a full year on November 1, 2013.

The insurance policy renewal amount is subject to change annually, as determined by the Insurer.

Personnel Support Costs

The City of Fayetteville, Arkansas shall compensate CI² Aviation, Inc. for Air Traffic Control Services as follows:

Period 1 - \$20,342 per month
Period 2 - \$21,359 per month
Period 3 - \$23,090 per month
Period 4 - \$24,244 per month

Insurance as depicted above under Insurance Costs are not included in the costs for Air Traffic Control Services, Periods 1 – 4.

8. INVOICING

- a. An invoice will be presented to the City of Fayetteville, Arkansas at the end of the month for which services are rendered.
- b. The City of Fayetteville, Arkansas shall make payment for the provisioning of air traffic control to CI² Aviation, Inc. after services occur and after receipt of invoice.
- c. If payment has not been received within fifteen (15) days of services being provided and receipt of invoice, interest will accrue at 1.75 percent per month. If the invoice is not paid within thirty (30) days of having received the invoice, CI² Aviation, Inc. may terminate the agreement.

9. CI² AVIATION, INC. PAYMENT INFORMATION

Wiring Instructions will be provided by CI² Aviation, Inc. following the execution of this agreement, or mail check to the address below:

Mail Check To:

CI² Aviation, Inc.
Attn: Debra Anthony
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia 30338

10. TERM AND TERMINATION

In the event of termination of this agreement prior to the end date, all invoices will be paid in full immediately.

Advance insurance payments will be prorated and any balance will be reimbursed.

This Agreement and all rights, duties, and obligations provided for herein shall terminate upon the earliest occurrence of any of the following:

- a. For the City of Fayetteville's or CI² Aviation, Incorporated's convenience, upon thirty (30) day notice to the other party, should either party determine that it no longer desires to have or provide air traffic control services and/or funding is not available.

- b. The implementation of the FAA Contract Tower (FCT) Program at Fayetteville – Drake ATCT.
- c. Four (4) periods from the effective date of this Agreement as cited in paragraph 3 hereof.
- d. The commencement, voluntary or involuntary, of proceedings in bankruptcy for one of the parties, including filing under Chapter 11 of the U.S. Bankruptcy Code.
- e. Failure of the City of Fayetteville, Arkansas or CP² Aviation, Inc. to perform any of the covenants or conditions under this agreement.

11. COST OF LITIGATION

In the event of any litigation arising out of this Agreement, it is agreed that the prevailing party shall not be responsible for any cost reasonably incurred by it in prosecuting or defending against such litigation, including attorney's fees.

12. CONTRACT POINTS OF CONTACT

CP² Aviation, Inc. – Operations Headquarters

James M. Padgett
CP² Aviation, Inc.
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia 30338
404.797.0284 (mobile)
678.363.8843 (facsimile)

CP² Aviation, Inc. Point of Contact at Fayetteville - Drake ATCT, Arkansas.

Mike Bowman
Fayetteville Executive Airport – Drake Field
Attn: Airport Traffic Control Tower
437 W. Ernest Lancaster Dr.
Fayetteville, Arkansas, 72701
479.442.2182 Direct
479.659.4803 Cell for Emergencies

Notices

Any notice or other writing required or permitted by this Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the parties specified herein.

CI² Aviation, Inc.

Michael F. Baylis, II
CEO
CI² Aviation, Inc.
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia, 30338

and

Fayetteville Executive Airport – Drake Field, Arkansas

Ray M. Boudreaux
Director Aviation and Economic Development
Fayetteville Executive Airport – Drake Field
4500 S. School Ave, Suite F
Fayetteville, Arkansas 72701
Office: 479.718.7642
Fax: 479.718.7646

Confidentiality

The City of Fayetteville, Arkansas hereby agrees that all information provided by CI² Aviation, Inc. pursuant to the work and Services hereunder shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the City of Fayetteville, Arkansas without the written consent of CI² Aviation, Inc., except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided that the limitation shall not apply to any information or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this provision shall survive the term of this Agreement.

Entire Agreement.

This Agreement constitutes the entire, complete and final understanding and agreement between the parties concerning the subject initiative and supersede any previous understandings, commitments, or agreements, oral or written.

IN WITNESS WHEREOF, the parties hereto have, through duly authorized representatives, executed this Agreement effective as of the day and year indicated in the paragraphs above.

City of Fayetteville, Arkansas

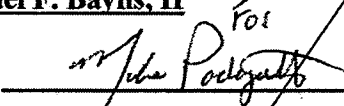
By: Lionel Jordan

Signature 

Date 4/3/13

CI² Aviation, Inc.

By: Michael F. Baylis, II

Signature 

Date 3/29/13

Added at the
City Council
Meeting 4-3-13.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux

Submitted By

Aviation

Division

Transportation

Department

Action Required:

Action Required: A resolution to approve filing by the City Attorney to file a Request for Stay or other legal action to delay closure of the Air Traffic Control Tower at Drake Field

\$ 1,000.00

Cost of this request

\$ 184,835.00

Category / Project Budget

Serv/Chrgs

Program Category / Project Name

5550.3940.5314.00

Account Number

\$ 3,917.00

Funds Used to Date

Professional Serv

Program / Project Category Name

\$ 180,918.00

Remaining Balance

Airport

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City Clerk's Office

Chief of Staff

Date

Received in Mayor's Office

Mayor

Date

Comments:



AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan
THRU: Chief of Staff
THRU: Staff/Contract Review Committee
THRU: Terry Gulley, Transportation Director
FROM: Ray M. Boudreaux, Aviation Director
DATE: April 2, 2013

SUBJECT: Approve filing, by the City Attorney, with the U. S Court of Appeals, DC Circuit asking for a stay of action to withdraw funding for the Drake Field Aircraft Control Tower.

RECOMMENDATION: Direct the City Attorney to file a request for stay or other legal action to delay the closure of the Air Traffic Control Tower at Drake Filed with the U. S. Court of Appeals, Washington DC Circuit.

BACKGROUND: The FAA has taken steps to close the Air Traffic Control Tower at the Airport due to the sequestration. This action may not result in keeping the tower open but will demonstrate our resolve to have a tower at Drake Field in the interest of Flight Safety for our citizens and visitors.

BUDGET IMPACT: Initial cost for registration with the court is \$226.00. This action requests a total of \$1,000.00 to cover any fees and charges associated with the action.

Attachments: Staff Review
Memo From City Attorney
Safety Implications from Razorback Approach Control



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

MEMORANDUM

TO: LIONELD JORDAN, MAYOR
DON MARR, CHIEF OF STAFF
TERRY GULLEY, TRANSPORTATION DIRECTOR
RAY BOUDREAUX, AIRPORT MANAGER

THROUGH: KIT WILLIAMS, CITY ATTORNEY *Kit*

FROM: JASON KELLEY, ASSISTANT CITY ATTORNEY *J. Kelley*

DATE: MARCH 28, 2013

**RE: AUTHORIZATION FOR LEGAL ACTION REGARDING AIRPORT TOWER
CLOSURE**

Attached is a draft resolution we will need adopted by the Council and approved by the Mayor if our office is to proceed with legal action addressing the announced closure of our airport tower operations in response to federal budget sequestration cuts recently implemented by the FAA.

At this time, it is anticipated that the best course for the City would be to move to intervene in a pending case in the U.S. Court of Appeals for the D.C. Circuit in Washington, whereby the City of Spokane and several other affected airports across the country have filed a Petition to Review the FAA's administrative action in ordering the closure of the towers. In summary, the legal allegation is that FAA must cross certain procedural hurdles before closure of the towers which, the parties allege, have not been met.

There is no guarantee of success in this strategy, but this is the best legal course if the City is to have any opportunity to keep its tower open at this time. It is possible the D.C. Circuit Court of Appeals may grant a stay of the FAA's decision, meaning the towers would remain open during the pendency of the case, but no longer than sixty (60) days from the date of issuance of the stay. A congressional remedy to this matter in the interim may obviate the need for the litigation all together and resolve the issue. It appears the odds of any such remedy are remote, as of the date of this writing.

The decision to proceed in this litigation is an administrative one. If it is your desire to proceed with this course, we recommend approval of the attached draft resolution in short order, as the announced closure of the airport tower is April 7, 2013.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO TAKE LEGAL ACTION IN THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT, OR SUCH OTHER VENUE AS DEEMED LEGALLY APPROPRIATE, IN COORDINATION WITH OTHER AIRPORTS THROUGHOUT THE NATION, TO OBTAIN REVIEW AND POSSIBLE REVERSAL OF THE DECISION OF THE FEDERAL AVIATION ADMINISTRATION TO CLOSE THE AIRPORT CONTROL TOWER AT DRAKE FIELD

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to take legal action in the United States Court of Appeals for the District of Columbia Circuit or such other venue as deemed legally appropriate, in coordination with other airports throughout the nation, to obtain review and possible reversal of the decision of the Federal Aviation Administration to close the airport control tower at Drake Field.

PASSED and APPROVED this _____ day of _____, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Fayetteville / Drake Field (FYV)

Airports in close proximity to KFYV

KASG - Springdale Municipal Airport (11 nm N)
KXNA - Northwest Arkansas Regional Airport (18 nm N)
KSLG - Siloam Springs Airport (19 nm NW)
KVBT - Bentonville Municipal Airport (21 nm N)
H34 - Huntsville Municipal Airport (21 nm E)

The proximity of FYV adds to the complexity of the Northwest Arkansas airspace. The positive control that the controllers at FYV provide is vital to the safety of the airspace in the Northwest Arkansas area.

Total operations at FYV for 2012

Total Operations for 2012 was 36,117.

FYV has 1 runway (Ry16/34) and is in close proximity to mountainous terrain. FYV has approximately 96 aircraft based at the airport. The University of Arkansas aviation department is based at FYV and is the primary destination for all aircraft that fly in to see the University of Arkansas sporting events.

Negative impact of FYV being closed

The closing of Fayetteville Air Traffic Control Tower (FYV) would be detrimental to the national airspace system. Fayetteville Airport is located in close proximity to several other controlled airports and air traffic services is essential for the safe and efficient operations in Northwest Arkansas. Located in FYV's airspace is the Razorback's Donald W. Reynolds stadium where the NCAA Division 1 games are played. When these games are being played FYV Air Traffic Control Tower is responsible for helping to enforce the temporary flight restrictions (TFR) associated with these events. Also with the sizeable influx of traffic on game days it is going to be near impossible to work aircraft into the airport with the same level of safety and efficiency that exists today.

There is a very unique LDA approach to Runway 34 at FYV that communication between the Razorback Approach controllers and FYV Tower controllers is needed to be able to run efficiently. There are 2 flight schools at FYV as well corporate and university aviation departments. Charter flights from visiting universities also utilize the FYV airport, as it is the closet airport to the university.

With the equipment that is installed at FYV concerning the ILS approach system it is necessary to have controllers in the tower to switch the direction of the ILS approach to the runway that the weather mandates. With the absence of the ability to select the runway, pilots could be forced to fly either an approach to a runway that is less safe because of wind or terrain obstructions or go to another airport in the area.

The increased workload of providing clearances on the ground from a approach controller is also going to delay flights out of FYV as well as cause attention to be diverted from other duties that are provide by the approach controllers. The "One in One out" rule is going to also cause either delays getting in and out of the airport or cause aircraft to choose to go to another airport in the Northwest Arkansas area.



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

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

FROM: Kit Williams, City Attorney

DATE: March 27, 2013

RE: Casey's General Store's Appeal
of its Large Scale Development denied

I believe the three newly elected Aldermen may not have faced this street access issue before and have not received my memos explaining that a property owner has legally protected access easement rights to an abutting street. I hope that the Mayor and the five other Aldermen forgive me for repeating my concerns expressed in previous memos when a Large Scale Development is proposed for denial or otherwise denied access easement rights. This is especially concerning when Casey's seeks a very limited right-in only access along an abutting street.

The City Council adopted standards for streets and access management a few years ago to enhance traffic safety and discourage too frequent curb cuts. Prior to passage of the Access Management ordinance, I cautioned that the City should provide a variance to ensure we would not violate established property rights of a landowner abutting a street to access this street. Accordingly, the following specific variance was enacted along with the rest of the Access Management requirements. During an appeal from the Planning Commission's 5-3 denial of Casey's LSD, you sit with the same (but no greater) powers than the Planning Commission. Therefore, you are required to follow all the regulations of the Unified Development Code including this variance:

“(e) Variance. In order to protect the ingress and egress access rights to a street of an abutting property owner, a variance to the curb cut minimums shall be granted by the Planning Commission to allow an ingress/egress curb cut at the safest functional location along the property. Such a curb cut may be required to be shared with an adjoining parcel of feasible. If a parcel on the corner of

an arterial or collector street provides such short frontage along a major street that there is no safe ingress/egress functional location on that street, the Planning Commission may deny the curb cut or may limit such curb cut to ingress or egress only.” §116.08 (F)(1)(e) of the UDC.

Please note that the mandatory “**shall**” is used to **require** a variance be allowed with the only exception being when the parcel “provides such short frontage along a major street that there is no safe ingress/egress functional location on that street” I believe our Planning and Engineering divisions have stated that they believe even the very restrictive right-in only access from Wedington is too dangerous to allow. As the finders of fact on this issue, you should carefully consider the City Staff’s opinions, but also consider well reasoned opinions and arguments of the applicant for Casey’s General Stores, Inc. and citizen input.

Both in 2011 and 2012, the City Council faced street access variance issues for which I provided the results of my legal research. In the Liberty Bank on Joyce Street issue, I presented that research in a memo dated December 6, 2011, from which I will quote some relevant parts:

“(There is) very well established law that an abutting property owner has a legally protected access easement onto a city street. Eighty years ago, the Arkansas Supreme Court explicitly recognized an access easement as a property right.

‘Under our decisions, the owner of property abutting upon a street or highway has an easement in such street or highway for the purpose of ingress and egress which attaches to his property and in which he has a right of property as fully as in the lot itself; and any subsequent act, by which that easement is substantially impaired for the benefit of the public, is a damage to the lot itself within the meaning of the constitutional provision for which the owner is entitled to compensation.’ *Campbell v. Arkansas State Highway Commission*, 183 Ark. 780, 38 S.W. 2d 753, 753-754 (1931).

“Four decades later, the Arkansas Supreme Court reaffirmed this access easement right as a property right for a lot abutting a street.

‘The owner of property abutting upon a street has an easement in such street for the purpose of ingress and egress which attaches to his property and in which he has a right of property as fully as in the lot itself.’ *Flake v. Thompson*, 249 Ark. 713, 460 S.W. 2d 789, 795 (1970).

“In that case, the City of Little Rock had passed an ordinance that would have denied access to University Avenue to the property owner and argued that it could do so because the property owner had access to another (lower level) city street. The Arkansas Supreme Court held “that the ordinance constituted an unwarranted invasion of private rights and was discriminatory and oppressive, and thus it is unreasonable and arbitrary.” *Id.* at 796

‘The property right of ingress and egress of appellants in the easement was one that could not be taken from them by the city, at least without the payment of just compensation.’ *Id.*

“Ten years ago, the Arkansas Supreme Court yet again affirmed the property owner’s right to access a city street and found that interference with that right by the city would require compensation to be paid to the property owner.

‘We have held that the owner of property abutting upon a street has an easement in such street for the purpose of ingress and egress which attaches to his property and in which he has a right of property as fully as in the lot itself. *Flake v. Thompson, Inc.*, 249 Ark. 713, 460 S.W. 2d 789 (1970). We have also noted that this property right is not diminished merely because the property owner has alternative means of ingress and egress.’ *Wright v. City of Monticello*, 345 Ark. 420, 47 S.W. 3d 851, 857 (2001).”

CONCLUSION

There is at least a possibility that denial of Casey’s General Stores, Inc.’s request for its right-in only access from Wedington even for important traffic safety issues might be deemed a takings by a Court for which the City of Fayetteville would have to pay fair compensation.



Departmental Correspondence

www.accessfayetteville.org**LEGAL
DEPARTMENT****Kit Williams**
*City Attorney***Jason B. Kelley**
*Assistant City Attorney***TO: Mayor Jordan**
City Council**CC: Sondra Smith , City Clerk**
Paul Becker, Finance Director
David Jurgens, Utilities Director
Peggy Vice, Purchasing Manager**FROM: Kit Williams, City Attorney**

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

DATE: April 2, 2013**RE: Second Amendment to Land Sale Agreement**

Kum & Go, L C has just supplied me with the attached signed copy of the Second Amendment To Land Sale Agreement which extends the date for the City to finish the demolition of the Tyson Factory including its foundation/slab. Without such an extension, we would not have had enough time for the salvage of the factory itself and the later demolition of the foundation.

This salvage sale rather than demolition of the factory not only is good for the environment and LEED certification, but should save Kum & Go around \$50,000 and save the City more than \$150,000. I want to thank Mayor Jordan, Finance Director Paul Becker, Utilities Director David Jurgens and Purchasing Manager Peggy Vice and her staff for coming up with this innovative, cost savings plan that has been so successful to save our citizens substantial money.

SECOND AMENDMENT TO LAND SALE AGREEMENT

See THIS SECOND AMENDMENT TO LAND SALE AGREEMENT (hereinafter, the "Amendment") is made and entered into effective the 2nd day of ~~March~~^{April}, 2013, by and between the CITY OF FAYETTEVILLE, AR, a municipal corporation ("City" or "Fayetteville"), and KUM & GO, L.C., an Iowa limited liability company ("Kum & Go"), WITNESSETH:

WHEREAS, Kum & Go and City have entered into that certain Purchase Agreement (the "Agreement") whereby City has agreed to sell and Kum & Go has agreed to buy certain real estate situated in Fayetteville, Arkansas; and

WHEREAS, Kum & Go and the City have entered into the First Amendment to Land Sale Agreement on February 4, 2013; and

WHEREAS, Kum & Go and City desire to amend this Agreement for a second time as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, it is agreed as follows:

1. Extension of Time for Demolition. In order to permit enough time for the City of Fayetteville to attempt to sell the Tyson Factory building above the foundation prior to demolishing and crushing the building's foundation, Kum & Go, L.C. and the City of Fayetteville agree to extend the period of time allowed to complete the demolition in Paragraph 3.A. until August 22, 2013.

2. Reducing Demolition Costs by Any Proceeds From Sale. The City of Fayetteville agrees that any and all proceeds (if any) derived from the sale of the building shall be used to offset the total demolition costs (which are shared 75% to City and 25% to Kum & Go, L.C. {with a cap of \$100,000.00}).

3. Ratification. Except as modified by this Amendment, the Agreement and its First Amendment are ratified and confirmed by the parties.

4. Counterparts, Facsimile. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. For purposes of executing this Amendment, a facsimile signature shall be as effective as an actual signature.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed all on or as of the day and year first above written.

KUM & GO, L.C.

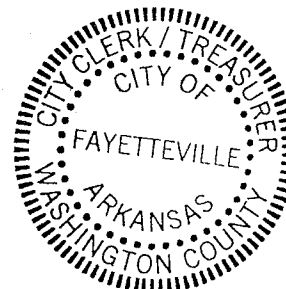
By: Niki DePhillips
NIKI DePHILLIPS,
SVP Store Development

CITY OF FAYETTEVILLE, AR

By: Lionel Jordan
LIONEL JORDAN
Mayor

ATTEST:

By: Sondra E. Smith
SONDRA E. SMITH, City Clerk





www.accessfayetteville.org

*Casey's General Store
Handed out at the City
Council Meeting 4-2-13*
Departmental Correspondence



**LEGAL
DEPARTMENT**

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff
Jeremy Pate, Community Services Director
Paul Becker, Finance Director

FROM: Kit Williams, City Attorney

DATE: April 2, 2013

RE: Resolution for Casey's General Stores, Inc.'s Appeal

Attached is a slightly revised Resolution to grant Casey's General Stores' appeal by including the Urban Forester's new suggested requirements to build retaining walls to preserve more of the existing canopy on the lot. Please amend the current resolution to the one on the back of this memo.

RESOLUTION NO. _____

A RESOLUTION TO GRANT THE APPEAL AND APPROVE A LARGE SCALE DEVELOPMENT (LSD-4295) FOR CASEY'S GENERAL STORES, INC.

WHEREAS, the City Council has heard the appeal of Casey's General Stores, Inc and determined that its proposed Large Scale Development should be approved to allow the right in only access from Wedington as shown on its plat and to allow the tree preservation/mitigation plan as modified by the requirements of the Urban Forester to build retaining walls to satisfy the Tree Ordinance requirements.

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 grants the appeal of Casey's General Stores, Inc. and approves the attached Large Scale Development and its plat as modified by the Urban Forester to require retaining walls to further preserve more trees on the parcel and with all of the other conditions required by the Planning Commission.

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 02, 2013**

A meeting of the Fayetteville City Council will be held on April 02, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

- 1. Nominating Committee Report – Re-approval Construction Board of Adjustment and Appeal, Jules Beck - One Unexpired Alternate Member Term Ending 03/31/14**

Agenda Additions:

A. Consent:

- 1. Approval of the March 19, 2013 City Council meeting minutes and the March 12, 2013 Special City Council meeting minutes.**
- 2. Police Gym Equipment:** A resolution approving a budget adjustment in the amount of \$10,000.00 to replace and purchase additional police gym equipment.

3. **Bid #13-18 Heckathorn Construction Co.:** A resolution awarding Bid #13-18 and authorizing a contract with Heckathorn Construction Co. in the amount of \$114,363.00 for the construction of a server room storm shelter at the Fayetteville Executive Airport, and approving a project contingency of \$15,000.00.
4. **Presidio Networked Solutions:** A resolution authorizing the purchase of APC Data Center HVAC and UPS equipment from Presidio Networked Solutions, pursuant to a state procurement contract, in the total amount of \$143,610.61, approving a project contingency of \$10,000, and approving a budget adjustment in the amount of \$50,887.00.
5. **AOS, LLC:** A resolution authorizing the purchase of computer servers and a backup appliance from AOS, LLC, pursuant to a state procurement contract, in the total amount of \$131,413.99, and approving a budget adjustment.
6. **Software House International:** **This is a placeholder item. Additional information will follow at Agenda Session.**
7. **Washington County Interlocal Agreement:** A resolution approving an interlocal agreement with Washington County, Arkansas for the provision of hazardous materials incident response services.
8. **National Center for Appropriate Technology:** A resolution approving a budget adjustment in the amount of \$1,359.80 recognizing grant revenue from the National Center for Appropriate Technology for printing of City Drainage Criteria Manuals.
9. **Walton Arts Center, Contract Parking Services:** A resolution to approve an amendment to the contract for the provision of parking-related services between the City of Fayetteville, Arkansas and the Walton Arts Center Council, Inc.

B. Unfinished Business:

1. **Amend §114.02 Farmers' Market:** An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes. *This ordinance was left on the First Reading at the March 19, 2013 City Council meeting.*

THIS ITEM WAS LEFT ON THE FIRST READING.

C. New Business:

1. **RZN 13-4310 (N. of the Intersection of N. Gregg Ave. and W. Van Asche Dr./Haas Hall):** An ordinance rezoning that property described in rezoning petition RZN 13-4310, for approximately 17.28 acres, located north of the intersection of North Gregg Avenue and West Van Asche Drive from C-1, Neighborhood Commercial to P-1, Institutional.

2. **R-PZD 12-4284 (Park Hill at Mountain Ranch):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 12-4284, Park Hill at Mountain Ranch, located at the southwest corner of Persimmon Street and Mountain Ranch Boulevard; containing approximately 2.23 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan.
3. **Tyson Demolition:** **This is a placeholder item. Additional information will follow at Agenda Session.**
4. **Casey's Appeal:** A resolution to grant the appeal and approve a Large Scale Development (LSD-4295) for Casey's General Stores, Inc.

D. City Council Agenda Session Presentations:

E. City Council Tours:

1. **April 8, 2013 5:00 PM**
Westside Wastewater Treatment Plant
2. **May 6, 2013 5:00 PM**
Woolsey Wet Prairie Wetlands

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

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

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

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

Revised Nominating Committee Report

Meeting: Monday, March 11, 2013

City Hall, Room 326, 5:00 p.m.

Members Present – Adella Gray, Justin Tennant, Rhonda Adams, and Mark Kinion

The Committee recommends the following candidates for appointment:

CONSTRUCTION BOARD OF ADJUSTMENT AND APPEAL

- Jules Beck - One Unexpired Alternate Member Term Ending 3/31/14

City of Fayetteville Staff Review Form

A. 2
Police Gym Equipment
Page 1 of 4City Council Agenda Items
and
Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date
Agenda Items OnlyGreg Tabor
Submitted ByPolice Projects
DivisionPolice
Department

Action Required:

Approval of a budget adjustment to replace worn out gym equipment and purchase additional gym equipment in the amount of \$10,000.

\$ 10,000.00
Cost of this request

\$ -

Police Gym Equipment
Program Category / Project Name4470-9470-5210.00
Account Number\$ -
Funds Used to DatePolice Improvements
Program / Project Category Name13028-1
Project Number\$ -
Remaining BalanceSales Tax Capital Imp
Fund NameBudgeted Item ☐Budget Adjustment Attached ☒

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

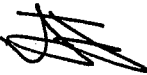
Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police 

Date: March 8, 2013

Subject: Approve Budget Adjustment for Police Gym Equipment

PROPOSAL:

It has been several years since any funding has been put into our weight room and exercise area. With health and fitness becoming a focus of all city employees, the usage of this facility has increased dramatically. The Police Department has identified several needs in our weight room and exercise area including maintenance on weight machines, replacement of bent/broken weight bars and dumb bells, additional free weights, and expansion of cardiovascular equipment. This facility is open 24/7 to all city employees and their family members that are covered by our health insurance.

RECOMMENDATION:

Staff recommends approval of the budget adjustment to replace worn out gym equipment and purchase additional gym equipment in the amount of \$10,000. If you have any questions, please contact me at extension 500.

BUDGET IMPACT:

Funding for this project is a result of savings within the Police Bicycle Replacement project.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE
AMOUNT OF \$10,000.00 TO REPLACE AND PURCHASE ADDITIONAL
POLICE GYM EQUIPMENT**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the total amount of \$10,000.00 to replace and purchase additional police gym equipment.

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

A. 3
 Bid #13-18 Heckathorn Construction Co.
 Page 1 of 10

City Council Agenda Items
 and
 Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date
 Agenda Items Only

Scott Huddleston

Information Technology

FISD

Submitted By

Division

Department

Action Required:

A resolution to award Bid 13-18 in the amount of \$114,363 to Heckathorn Construction Co., Inc. for the construction of a server room storm shelter at the Fayetteville Executive Airport and to approve a project contingency of \$15,000.

\$ 129,363.00

Cost of this request

\$ 220,000.00

Category / Project Budget

Data Center Relocation

Program Category / Project Name

4470.9470.5804.00

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

13006.1

Project Number

\$ 220,000.00

Remaining Balance

Capital Improvement Projects

Fund Name

Budgeted Item

x

Budget Adjustment Attached

S. Hall
 Department Director

3/14/13
 Date

Previous Ordinance or Resolution #

Joe Kelly
 City Attorney

Ides of
 March, 2013
 Date

Original Contract Date:

Original Contract Number:

Paul A. Butler
 Finance and Internal Services Director

3-15-2013
 Date

Received in City 03-15-13 P02:14 RCVD
 Clerk's Office

Ann Man
 Chief of Staff

3-18-13
 Date

Received in
 Mayor's Office



Lionel Jordan
 Mayor

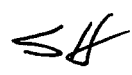
3/18/13
 Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and the City Council

Thru: David Jurgens, Utilities Director

From: Scott Huddleston, Information Technology Director 

Date: March 15, 2013

Subject: City of Fayetteville Data Center Construction

BACKGROUND:

In July of 2007, the City entered into a lease agreement for space in the EJ Ball Building to house the City's primary datacenter. This space was previously used for a Sprint data center that included HVAC and Backup Power infrastructure equipment. This aging equipment is inefficient, costly to operate, and in need of replacement. In addition to aging equipment, the proximity to our secondary data center is too close. To better adhere to the City's disaster recovery policy, geo-diversity and security are two significant issues lacking in the current EJ Ball location. These factors have prompted the need to re-evaluate the feasibility and efficiency of continued operations at the EJ Ball facility.

In January of 2012, the City surveyed several potential sites and agreed upon the Fayetteville Executive Airport site. Staff determined this site would alleviate the current problems of security, geo-diversity, and benefit the City by making equipment investments into a City owned facility. In July of 2012, the City contracted with Garver, LLC to provide engineering design services to construct a server room storm shelter at the Fayetteville Executive Airport and to provide bid specifications for construction.

On March 14th, the City received four (4) construction bids ranging from a low of \$114,363.00 to a high of \$145,804.00 to construct a server room storm shelter located at the Fayetteville Executive Airport. Heckathorn Construction Company, Inc. submitted the lowest bid which meets the minimum specifications according to Bid 13-18.

RECOMMENDATION:

Staff recommends approving a contract in the amount of \$114,363.00 to Heckathorn Construction Company, Inc. for the construction of a server room storm shelter located at the Fayetteville Executive Airport, and to approve a project contingency of \$15,000.00.

BUDGET IMPACT:

This project is funded out of the Data Center Relocation Capital Improvement Project.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-18 AND AUTHORIZING A CONTRACT WITH HECKATHORN CONSTRUCTION CO. IN THE AMOUNT OF \$114,363.00 FOR THE CONSTRUCTION OF A SERVER ROOM STORM SHELTER AT THE FAYETTEVILLE EXECUTIVE AIRPORT, AND APPROVING A PROJECT CONTINGENCY OF \$15,000.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-18 and authorizes a contract with Heckathorn Construction Co. in the amount of \$114,363.00 for the construction of a server room storm shelter at the Fayetteville Executive Airport, and approves a project contingency of \$15,000.00.

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

Reference Bid: Bid 13-18, Construction – Server Room Storm Shelter Re-Bid

Contractor: Heckathorn Construction Co., Inc.

Term: Single Project

This contract executed this _____ day of _____, 2013, between the City of Fayetteville, Arkansas, and **Heckathorn Construction Co., Inc.** In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Heckathorn Construction Co., Inc.** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 13-18 as stated in **Heckathorn Construction Co., Inc.** bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 13-18, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay **Heckathorn Construction Co., Inc.** based on their bid proposal in an amount not to exceed **\$114,363.00**. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and **Heckathorn Construction Co., Inc.** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 13-18 with the specifications and conditions typed thereon.
 - B. **Heckathorn Construction Co., Inc.** bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and **Heckathorn Construction Co., Inc.** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Heckathorn Construction Co., Inc.**
5. **Heckathorn Construction Co., Inc.** shall not assign its duties under the terms of this agreement.
6. **Heckathorn Construction Co., Inc.** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Heckathorn Construction Co., Inc.** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. **Heckathorn Construction Co., Inc.** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Heckathorn Construction Co., Inc.**

Bid 13-18, Construction – Server Room Storm Shelter Re-Bid

Contract: Heckathorn Construction Co., Inc.

Page 1 of 3



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **Heckathorn Construction Co., Inc.**

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

WITNESS OUR HANDS THIS _____ DAY OF _____, 2013

HECKATHORN CONSTRUCTION CO., INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Signature

By: _____

LIONELD JORDAN, Mayor

Don L. Heckathorn, President

Printed Name & Title



THE CITY OF FAYETTEVILLE, ARKANSAS

Janet S. Heckathorn
ATTEST (Signature)

ATTEST: (Signature)

Janet S. Heckathorn

Company Secretary (Printed Name)

Sondra Smith, City Clerk

Business Address

1880 N. Birch Avenue

Fayetteville, AR 72703

City, State & Zip Code

Date Signed: March 15, 2013

Date Signed: _____



CERTIFICATE OF LIABILITY INSURANCE

A.3

Bid #13-18 Heckathorn Construction Co.
Page 7 of 10

3/12/2013

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

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

PRODUCER The Cashion Company, Inc. P O Box 550 Little Rock AR 72203		CONTACT NAME: Susan Simmons PHONE (A/C, No, Ext): (501) 376-0716 FAX (A/C, No): (501) 376-2118 E-MAIL ADDRESS: susans@cashionco.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amerisure Ins. Co. NAIC # 19488	
		INSURER B: Amerisure Mutual Insurance 23396	
		INSURER C: RLI Insurance Company 13056	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	☐ CLAIMS-MADE ☒ OCCUR	Y	Y	CPP203580607	3/19/2013	3/19/2014	
	☒ Blanket Contractual					MED EXP (Any one person) \$ 5,000	
	☒ XCU Coverage Included					PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000	
	☐ POLICY ☒ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☒ ANY AUTO					BODILY INJURY (Per person) \$	
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	☒ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	☐ SCHEDULED AUTOS					Underinsured motorist BI single \$	
	☒ NON-OWNED AUTOS	Y	Y	CA203580708	3/19/2013	3/19/2014	
B	☒ UMBRELLA LIAB					EACH OCCURRENCE \$ 5,000,000	
	☒ EXCESS LIAB					AGGREGATE \$ 5,000,000	
	☐ DED ☒ RETENTION \$ 0	Y	Y	CU203580807	3/19/2013	3/19/2014	
	☐ CLAIMS-MADE						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC203580908	3/19/2013	3/19/2014	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		Y				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Blanket Builders Risk Coverage	N	N	ILM0300807	3/19/2013	3/19/2014	Any One Job Limit: \$5,000,000 Frame Construction Limit: \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville 113 West Mountain Fayetteville, AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE M Cashion, Jr./JNM001 <i>Matt Cashion</i>

COMMENTS/REMARKS

A.3

Bid #13-18 Heckathorn Construction Co.
Page 8 of 10

HECKATHORN CONSTRUCTION COMPANY, INC.

ENDORSED ADDITIONAL INSURED:

If required by written contract, certificate holder is included as an additional insured on a primary and noncontributory basis.

ENDORSED WAIVER OF SUBROGATION:

If required by written contract, waiver of subrogation applies in favor of certificate holder.

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville-ar.us

Vendor #: 5450

Vendor Name:

Heckathorn Construction Company, Inc.

Address:

1880 Birch Ave

State:

AR

Zip Code:

72703

Ship to code:

City: Fayetteville

Requester's Employee #:

2613

Extension:

7670

Requester:

Request Description

Quantity

Unit of Issue

Unit Cost

Extended Cost

Account Numbers

Project/Subproject #

Inventory #

Fixed Asset #

1 Construction Server Room

1

114,363.00

\$114,363.00

4470.9470.5804.00

13006.1

2 Contingency

1

15,000.00

\$15,000.00

4470.9470.5804.00

13006.1

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:

\$129,363.00

Tax:

Total:

\$129,363.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

A. 4
 Presidio Networked Solutions
 Page 1 of 14

City Council Agenda Items
 and
 Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date
 Agenda Items Only

Scott Huddleston

Submitted By

Information Technology

Division

FISD

Department

Action Required:

A resolution approving an agreement with Presidio Networked Solutions in the amount of \$143,610.61 for the purchase of APC Data Center HVAC and UPS equipment pursuant to the Arkansas state procurement contract SP-07-0178, approving a project contingency of \$10,000, and approving of a budget adjustment of \$50,887.00.

\$ 143,610.61

Cost of this request

\$ 271,260.00

Category / Project Budget

Data Center Relocation

Program Category / Project Name

4470-9470-5801.00

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

13003.1

Project Number

\$ 271,260.00

Remaining Balance

Sales Tax Capital Improvement

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☒


Department Director

3/18/13

Date

Previous Ordinance or Resolution #



City Attorney

3-18-13

Date

Original Contract Date:

Original Contract Number:

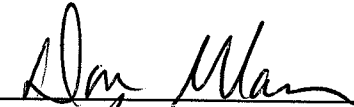


Finance and Internal Services Director

3/18/13

Date

Received in City 13-13 A08:41 RCVD
 Clerk's Office



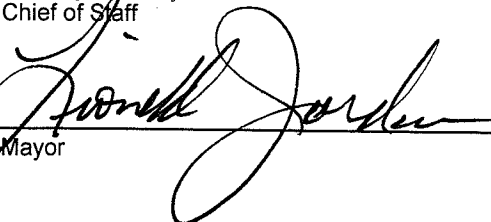
Chief of Staff

3/18/13

Date

Received in
 Mayor's Office

ENTERED
 3/18/13
 PH



Mayor

3/18/13

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and the City Council

From: Scott Huddleston, Information Technology Director *SH*

Date: March 15, 2013

Subject: APC Data Center HVAC and UPS equipment

BACKGROUND:

In July of 2007, the City entered into a lease agreement for space in the EJ Ball Building to house the City's primary datacenter. This space was previously used for a Sprint data center that included HVAC and Uninterruptible Power Supply (UPS) equipment. The new facility requires the same type of infrastructure equipment specifically designed for the data center and provides both redundancy and improved efficiency addressing the dynamic demands of the City's IT equipment.

RECOMMENDATION:

Staff recommends approving an agreement with Presidio Networked Solutions in the amount of \$143,610.61 for the purchase of APC Data Center HVAC and UPS equipment pursuant to the Arkansas state procurement contract SP-07-0178, approving a project contingency of \$10,000, and approving of a budget adjustment of \$50,887.00.

BUDGET IMPACT:

This project is funded out of the Data Center Relocation CIP. \$50,887 is being moved from the Data Center Upgrade project to fund this request. This Data Center Upgrade project was originally created and funded to replace the HVAC and UPS systems at the EJ Ball location. The Data Center Relocation project was created when staff decided to move the data center out of the leased space at the EJ Ball building to City owned facilities at the Airport. This budget adjustment combines all of the funding into the one Data Center Relocation project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF APC DATA CENTER HVAC AND UPS EQUIPMENT FROM PRESIDIO NETWORKED SOLUTIONS, PURSUANT TO A STATE PROCUREMENT CONTRACT, IN THE TOTAL AMOUNT OF \$143,610.61, APPROVING A PROJECT CONTINGENCY OF \$10,000.00, AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$50,887.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of APC Data Center HVAC and UPS equipment from Presidio Networked Solutions, pursuant to a state procurement contract, in the total amount of \$143,610.61, and approves a project contingency of \$10,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the amount of \$50,887.00.

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

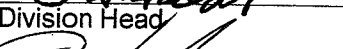
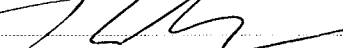
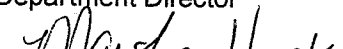
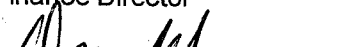
ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

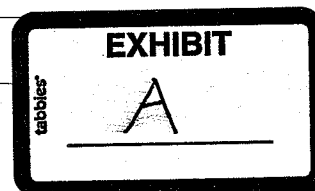
A. 4 V12.0724
Presidio Networked Solutions

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

	<u>3/14/13</u>	Prepared By: _____	
Division Head	Date		Fulmer, Brad
	<u>3-15-2013</u>	Reference: _____	
Budget Director	Date		
Budget & Research Use Only			
Department Director	Date	Type: A B C <u>D</u> E P	
	<u>3/18/13</u>	General Ledger Date _____	
Finance Director	Date		
	<u>3/18/13</u>	Posted to General Ledger _____	
Chief of Staff	Date	Initial _____ Date _____	
	<u>3/18/13</u>	Checked / Verified _____	
Mayor	Date	Initial _____ Date _____	

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Building costs	4470.9470.5804.00	50,887	-	13006 . 1
Building costs	4470.9470.5804.00	(50,887)		12001 . 1
				.
				.
				.
				.
				.
				.
				.
				.
				.
				.
				.
				.
				.
				.
				.

EXHIBIT



PRESIDIO

Quote #: 11359172-01
Date: 03/15/2013
Page: 1 of 9

Title: APC

To: Brad Fulmer
City of Fayetteville, AR [School]
113 W. Mountain St.
FAYETTEVILLE, AR 72701

From: Margaret Mendenhall
Presidio Networked Solutions
7601 Ora Glen Dr
Suite 100
Greenbelt, MD 20770

Phone: 479/575-8217

Email: bfulmer@ci.fayetteville.ar.us

Phone: 301.313.2043

Fax:

Email: mmendenhall@presidio.com

Account Manager: Jennifer Curlee

Ship To: City of Fayetteville
113 W Mountain Street
Fayetteville, AR 72701

Contact: Brad Fulmer

Phone: 479/575-8217

Email: bfulmer@ci.fayetteville.ar.us

#	Part #	Description	Qty	Price	Ext Price
1	SY40K40F	Symmetra PX 40kW Scalable to 40kW N+1, 208V	1	\$29,051.37	\$29,051.37
	Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
2	PSX-PDU120V	120 V TYPE PDU	1	\$0.00	\$0.00
	Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
3	ELECTRICAL SYSTEM	ELECTRICAL SYSTEM 120V 120V	1	\$0.00	\$0.00
	Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
4	0G-PD40G6FK1-M	TYPE B PDU INCL. 480V STEP DOWN TRANSFORMER & MBP	1	\$10,773.89	\$10,773.89
	Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
5	DISTRIBUTION BREAKERS 120V	TYPE & AMP OF DISTRIBUTION CKT BRKS	1	\$0.00	\$0.00
	Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
6	0M-4264	3-POLE, 20A BOLT-ON SQUARE D BREAKER	8	\$67.27	\$538.16



Quote #: 11359172-01

Date: 03/15/2013

Page: 2 of 9

	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
7	0M-0218	S/A BLANK PNL 1P CKTBRK NAM PSX-PDU	60	\$23.74	\$1,424.40
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
8	DISTRIBUTION CORDSETS 120V	OVERHEAD DISTRIBUTION CORDSETS	1	\$0.00	\$0.00
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
9	0M-5350-009	TC 5WIRE W/L21-20 9FOOT	2	\$76.17	\$152.34
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
10	0M-5350-011	TC 5WIRE W/L21-20 11FOOT	2	\$79.14	\$158.28
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
11	0M-5350-015	TC 5WIRE W/L21-20 15FOOT	2	\$85.08	\$170.16
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
12	0M-5350-017	TC 5WIRE W/L21-20 17FOOT	2	\$88.04	\$176.08
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
13	INSTRUMENTATION 120V	INSTRUMENTATION OPTIONS	1	\$0.00	\$0.00
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
14	AR8108BLK	1U Blanking Panel Kit 19" Black	1	\$18.61	\$18.61
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
15	OPTIONS & ACCESSORIES 120V	OPTIONS AND ACCESSORIES	1	\$0.00	\$0.00
	Ship To:	City of Fayetteville 113 W Mountain Street			



Quote #: 11359172-01
 Date: 03/15/2013
 Page: 3 of 9

Fayetteville, AR 72701
 Brad Fulmer
 479/575-8217
 bfulmer@ci.fayetteville.ar.us

16	0G-PSX-B-UM-EN	USER MANL ASSY PSX B	1	\$55.40	\$55.40
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
17	RACK COLOR	RACK COLOR	1	\$0.00	\$0.00
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
18	0M-1292	KIT PSX-PDU BLACK EXTERIOR	1	\$483.74	\$483.74
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
19	ACRP101	InRow RP DX Air Cooled 460-480V 60Hz	1	\$16,485.81	\$16,485.81
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
20	ACRD501	InRow RD, 600mm, Air Cooled, 460-480V, 60Hz	1	\$15,486.67	\$15,486.67
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
21	AP9326	APC Leak Sensor Extension Cable - 20 ft (6.1 m)	2	\$164.22	\$328.44
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
22	ACCD75205	Condenser 2 EC Fan 14.6 MBH/1F TD 460-480V/3/60	2	\$8,692.52	\$17,385.04
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
23	ACAC75005	FLOODED RECEIVER 62LBS 6 5/8" L	2	\$1,661.94	\$3,323.88
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
24	NBRK0201	NetBotz Rack Monitor 200 (with 120/240V Power Supply)	1	\$388.77	\$388.77
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217			

PRESIDIO

Quote #: 11359172-01

Date: 03/15/2013

Page: 4 of 9

25	NBPD0150	bfulmer@ci.fayetteville.ar.us NetBotz Rack Sensor Pod 150	1	\$201.81	\$201.81
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
26	AP9335T	APC Temperature Sensor	8	\$64.30	\$514.40
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
27	AP9335TH	APC Temperature & Humidity Sensor	2	\$98.92	\$197.84
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
28	AP8861	Rack PDU 2G, Metered, ZeroU, 5.7kW, 208V, (36) C13 & (6) C19 & (2) 5-20	6	\$455.05	\$2,730.30
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
29	AP8961	RACK PDU 2G, SWITCHED, ZEROU, 5.7KW, 200/208V, (21) C13 & (3) C19	2	\$783.48	\$1,566.96
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
30	AR8560	Cable Trough, Open Bottom, 600mm	1	\$82.05	\$82.05
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
31	AR8561	Cable Trough, 600mm	6	\$79.70	\$478.20
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
32	AR8571	Cable Trough, 750mm	1	\$90.76	\$90.76
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
33	AR8162ABLK	Data Cable Partition, NetShelter, 600mm Wide	5	\$33.06	\$165.30
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			

PRESIDIO

Quote #: 11359172-01

Date: 03/15/2013

Page: 5 of 9

34	AR8163ABLK	Data Cable Partition, NetShelter, 600mm Wide, pass-through	5	\$34.41	\$172.05
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
35	AR8172BLK	Data Cable Partition, NetShelter, 750mm Wide	1	\$59.20	\$59.20
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
36	AR8173BLK	Data Cable Partition, NetShelter, 750mm Wide, pass-through	1	\$59.19	\$59.19
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
37	ACAC10010	InRow Bridge Partition, Data Cable 600 MM	2	\$167.18	\$334.36
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
38	AP9224110	APC 24 Port 10/100 Ethernet Switch	1	\$215.96	\$215.96
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
39	AR8429	Horizontal Cable Organizer 1U w/brush strip	1	\$26.00	\$26.00
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
40	AP9465	StruxureWare Data Center Expert Basic	1	\$2,472.13	\$2,472.13
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
41	3827GY-5	APC CATEGORY 5 UTP 568B PATCH CABLE, GREY, RJ45M/RJ45M	1	\$2.57	\$2.57
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
42	3827GY-10	APC CATEGORY 5 UTP 568B PATCH CABLE, GREY, RJ45M/RJ45M	9	\$3.37	\$30.33
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
43	3827GY-15	APC CATEGORY 5 UTP 568B PATCH CABLE, GREY, RJ45M/RJ45M	7	\$3.86	\$27.02



Quote #: 11359172-01

Date: 03/15/2013

Page: 6 of 9

Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
44	47136WH APC RJ45F/RJ45F, WHITE, IN LINE COUPLER, CAT 5, RJ45F/RJ45F	2	\$5.25	\$10.50
Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
45	WSTRTUP5X8-AX-41 Start-Up Service 5X8	2	\$828.99	\$1,657.98
Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
46	WSITECOORD Site Coordination Service	1	\$2,484.00	\$2,484.00
Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
47	WASSEMUPS5X8-PX-21 Scheduled 5X8 Assembly Service for Symmetra PX 40 kW UPS and/or PDU	1	\$801.29	\$801.29
Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
48	WASSEM5X8-AX-41 Scheduled Air Assembly Service 5X8 for InRow RP DX units	2	\$667.74	\$1,335.48
Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
49	WASSEMNB-NB-10 NetBotz Assembly Services	2	\$112.77	\$225.54
Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
50	WASSEM5X8-5R-PX-20 5X8 Scheduled Assembly Service for 1-5 Racks	1	\$1,111.91	\$1,111.91
Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
51	WUPG4HR-UG-01 1 Year 4HR 7X24 Response Upgrade to Factory Warranty or Existing Service Contract for up to 40 kVA	1	\$464.95	\$464.95
Ship To: City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us				
52	WUPG4HR-AX-00 1 Year 4HR Response Upgrade to Existing Service Contract for (1) Cooling Product	2	\$500.56	\$1,001.12
Ship To: City of Fayetteville 113 W Mountain Street				

PRESIDIO™

Quote #: 11359172-01

Date: 03/15/2013

Page: 7 of 9

Fayetteville, AR 72701
 Brad Fulmer
 479/575-8217
 bfulmer@ci.fayetteville.ar.us

53	WCONFIG1NB-NB-10	Netbotz Configuration Service in ISX Designer 1	1	\$2,553.25	\$2,553.25
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
54	WMS1YRBASIC	1 Year StruxureWare Data Center Expert Basic Software Support Contract	1	\$210.71	\$210.71
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
55	DDCC6-013	APC Data Distribution Cable, CAT6 UTP CMR 6XRJ-45 Black, 13FT (3.9M)	4	\$120.20	\$480.80
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
56	DDCC6-009	APC Data Distribution Cable, CAT6 UTP CMR 6XRJ-45 Black 9FT (2.7M)	4	\$110.95	\$443.80
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
57	AR3300	NetShelter SX 42U/600mm/1200mm Enclosure with Roof and Sides Black	3	\$1,314.71	\$3,944.13
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
58	AR3340	NetShelter SX 42U 750mm Wide x 1200mm Deep Networking Enclosure with Sides	1	\$1,808.34	\$1,808.34
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
59	DDCC6-005	APC Data Distribution Cable, CAT6 UTP CMR 6XRJ-45 Black, 5FT (1.5M)	4	\$97.87	\$391.48
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
60	DDCC6-007	APC Data Distribution Cable, CAT6 UTP CMR 6XRJ-45 Black, 7FT (2.1M)	4	\$105.19	\$420.76
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701 Brad Fulmer 479/575-8217 bfulmer@ci.fayetteville.ar.us			
61	AP9525	StruxureWare Data Center Expert, 25 Node License Only	1	\$1,058.49	\$1,058.49
	Ship To:	City of Fayetteville 113 W Mountain Street Fayetteville, AR 72701			



Quote #: 11359172-01
Date: 03/15/2013
Page: 8 of 9

Brad Fulmer
479/575-8217
bfulmer@ci.fayetteville.ar.us

Sub Total:	\$126,232.00
Shipping:	\$5,590.73
Estimated Tax:	\$11,787.88
Grand Total:	\$143,610.61

*** Any Tax & Freight Charges will be added/amended at time of billing, as applicable. Sales tax is an estimate and is subject to change.

Quote valid for 30 days from date shown above. Prices may NOT include all applicable taxes and shipping charges. All prices subject to change without notice. Supply subject to availability.

This quotation subject to Presidio Standard Terms and Conditions as follows:

Credit: Net 30 Days (all credit terms subject to prior Presidio credit department approval)

The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that customer pays using a credit card or debit card.

Delivery: FOB origin (FOB destination (CONUS) applicable to Federal Government Customers only) Orders shipped from a manufacturer to Presidio at customer request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to customer FOB origin.

Changes to the above Terms and Conditions must be accepted in writing by Presidio Networked Solutions

Preprinted terms appearing on Customer Purchase Orders must be accepted in writing by Presidio Networked Solutions to be applicable.

Size Business: Large; CAGE Code: 0KD05; DUNS 15-405-0959; CEC: 15-506005G; Tax ID# 58-1667655

Product is warranted by the Manufacturer, not by Presidio Networked Solutions. Please consult Manufacturer for warranty terms.

Opened product is non-returnable. Unopened equipment is non-returnable after 30 days from shipment date. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.

Please inspect equipment thoroughly against packing list before opening.

Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Import Clearance and Documentation - Customer shall be responsible for the Customs clearance process, where applicable, and for obtaining any and all required license and permits as well as satisfying any formalities required to import the Products into the Territory in accordance with all applicable laws and regulations, including but not limited to the payment of duties, taxes, surcharges, fees and any special assessments and take all other actions required in connection with the importation and Customs clearance of Products. Customer shall be responsible for ensuring documentation necessary for the import and Customs clearance process and recordkeeping meets all applicable laws and regulations.

Export Controls - (i) Customer shall comply with all applicable Export Control Laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations, in the performance of this Agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance, repair or disposal of Products and any related parts, components, accessories, know-how or technology. "Export Control Laws" means all export control, economic sanction and antiboycott laws and regulations of the United States and other jurisdictions, including but not limited to the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and the U.S. Department of Treasury's economic sanctions regulations. (ii) Product and any related parts, components, accessories, know-how and technology must not be re-exported or transferred to restricted persons and sanctioned countries designated by the U.S. Government, including Cuba, Iran, North Korea, Sudan and Syria, unless authorized in advance by the Company and the U.S. Government. (iii) Customer acknowledge that transfers of Product and any related parts, components, accessories, know-how and technology may be subject to the terms and conditions of an export license, license exception or other authorization pursuant to Export Control Laws. Customer agree to comply fully with the terms of any licenses, license exceptions or authorizations and to provide Presidio Networked Solutions access to records needed to confirm such compliance upon request. (iv) Customer further acknowledges that certain Products may contain encryption and may be restricted for export, re-export, shipment or transfer to government end users in certain countries.



Quote #: 11359172-01
Date: 03/15/2013
Page: 9 of 9

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

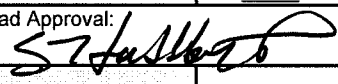
Presidio Representative

Date

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

*All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)**All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us*

Vendor #: 18595						Vendor Name: Presidio Networked Solutions		Requisition No.:		Date: Presidio Networked Solutions	
Address: 7601 Ora Glen Dr.						Fob Point:		P.O Number:		Expected Delivery Date:	
City: Greenbelt						State: MD		Zip Code: 20770		Ship to code:	
Requester: Brad Fulmer						Requester's Employee #: 2273		Extension: 8217		Divison Head Approval: 	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers		Project/Subproject #	Inventory #	Fixed Asset #	
1	APC Data Center HVAC & UPS equipment	1		143,610.61	\$143,610.61	4470.9470.5801.00		13006.1			
2	Contingency	1		10,000.00	\$10,000.00	4470.9470.5801.00		13006.1			
3	Shipping/Sales Tax Included				\$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: \$153,610.61			
								Tax: _____			
								Total: \$153,610.61			
Approvals:											
Mayor: _____				Department Director: _____				Purchasing Manager: _____			
Finance & Internal Services Director: _____				Budget Manager: _____				IT Manager: _____			
Dispatch Manager: _____				Utilities Manager: _____				Other: _____			

City of Fayetteville Staff Review Form

A. 5
AOS, LLC
Page 1 of 8City Council Agenda Items
and
Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date
Agenda Items Only

Scott Huddleston

Submitted By

Information Technology

Division

FISD

Department

Action Required:

A resolution approving the purchase of servers and a backup appliance from Alexander Open Systems in the amount of \$131,413.99 pursuant to the WSCA and Arkansas State Procurement Contracts and approving a budget adjustment.

\$ 131,413.99

Cost of this request

\$ 217,038.00

Category / Project Budget

Local Area Networks (LAN) Upgrades

Program Category / Project Name

4470.9470.5801.00

Account Number

\$ -

Program / Project Category Name

02056.1

Project Number

\$ 217,038.00

Remaining Balance

Capital Improvement Projects

Fund Name

Budgeted Item

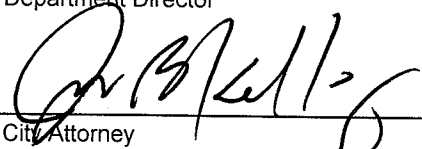
☒

Budget Adjustment Attached

☒

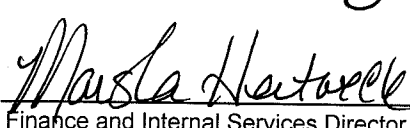
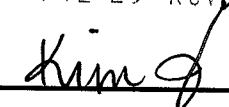
 Department Director
3/14/13
Date

Previous Ordinance or Resolution #

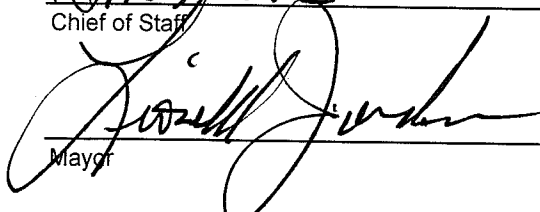

 City Attorney
3/15/13
Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director
3/18/13
Date
 Received in City Clerk's Office
 03-15-13 P12:29 RCV


 Chief of Staff
3/18/13
Date
 Received in Mayor's Office


 Mayor
3/18/13
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and the City Council
From: Scott Huddleston, Information Technology Director *SH*
Date: March 15, 2013
Subject: Purchase Servers, Backup Appliance

PROPOSAL:

Virtualization and Data Backup are two core components of the City of Fayetteville IT department's disaster recovery strategy. Nearly 90% of all City servers are now virtual.

As we add applications and continue to convert our existing physical machines, the demand for resources also increases. The City's current virtual server environment consists of 4 physical hosts in the primary data center (DC) and 2 in the disaster recovery (DR) DC. We are starting to see contention for resources, and require 2 additional hosts. The City also has plans to migrate the Primary DC to a new facility. If the 2 additional hosts could be installed in the new facility, IT could migrate all virtual servers without any interruption in the services/applications they provide. This will provide a virtually seamless transition to the new facility. Staff recommends the purchase of a Cisco UCS server bundle, including the needed 2 additional server hosts as well as the chassis and fabric interconnects to house and connect them to the network.

The current Data backup strategies consist of a mixture of different backup software and hardware. Our virtual environment is largely backed up to a NAS device hosted in the DR DC, while physical servers and unstructured data is backed up mostly to tape. SQL data is backed up to disk and then to tape. There are over 500 tapes in our existing library. Current backup technology allows for de-duplication of data in the backup environment to reduce the amount of overall storage, and/or tapes required. Staff recommends the purchase of an EMC Data Domain backup appliance along with EMC Networker backup software to consolidate our current backup environment.

RECOMMENDATION:

Staff recommends authorizing the purchase of servers, Data Domain backup appliance and EMC Networker backup software from Alexander Open Systems pursuant to the WSCA and the Arkansas State Procurement Contracts in the amount of \$131,413.99.

BUDGET IMPACT:

This project is funded out of the Local Area Networks (LAN) Upgrades CIP. \$75,000 is being moved from the Backup Storage Appliance project to fund this request. The funds are being combined due to the nature of the purchase which is tied directly to LAN improvements and to provide additional cost savings through buying power.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SERVERS AND A BACKUP APPLIANCE FROM AOS, LLC, PURSUANT TO A STATE PROCUREMENT CONTRACT, IN THE TOTAL AMOUNT OF \$131,413.99, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of computer servers and a backup appliance from AOS, LLC, pursuant to a state procurement contract, in the total amount of \$131,413.99.

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

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

V13.0107

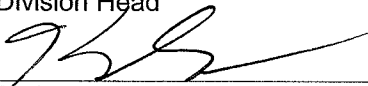
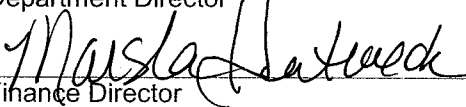
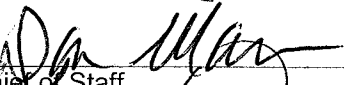
AOS, LLC
Page 4 of 8

Budget Year 2013	Division: *ALL DIVISIONS Department: Citywide	Request Date 3/14/2013	Adjustment Number
----------------------------	--	----------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

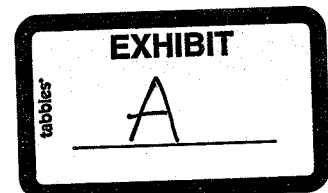
\$75,000 in the Local Area Network (LAN) Improvements project for the purchase of a Backup Storage Appliance.
\$75,000 from the Backup Storage Appliance project.

The funds are requested to be combined due to the nature of the purchase which is tied directly to LAN Improvements.

 Division Head	<u>3/14/13</u> Date	Prepared By: <u>Kevin Springer</u>
 Budget Director	<u>3-14-2013</u> Date	Reference: _____
Department Director	Date	Budget & Research Use Only
 Finance Director	<u>3/18/13</u> Date	Type: A B C <u>D</u> E P
 Chief of Staff	<u>3/18/13</u> Date	General Ledger Date _____
 Mayor	<u>3/18/13</u> Date	Posted to General Ledger _____ Initial _____ Date _____
		Checked / Verified _____ Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Fixed Assets	4470.9470.5801.00	75,000	-	02056 . 1
Fixed Assets	4470.9470.5801.00	(75,000)	-	13003 . 1
		-	-	



Springfield

636 W. Republic Rd
Unit F100 Corp Village Park
Springfield, MO 65807
Phone: 417-888-2675
Fax: 417-888-0994

Rogers

5308 Village Parkway #1
Rogers, AR 72758
Phone: 479-899-6830
Fax: 479-899-6831

Tulsa

7666 E. 61st St
#310
Tulsa, OK 74133
Phone: 918-935-3530
Fax: 918-935-3532

Oklahoma City

3030 NW Expressway
Suite 1750
Oklahoma City, OK 73112
Phone: 405-943-8900
Fax: 405-943-8902

Little Rock

5315 Highland Drive
Little Rock, AR 72223
Phone: 417-888-2675
Fax: 417-888-0994

Quote No.: SQ012980
Customer ID: ZFAYE-101
Date: 3/13/2013
Sales Rep: MEGANK
Designer: JAMESI

1

Please visit www.aos5.com for a complete listing of all service areas

QUOTE TO:	SHIP TO:
ACCOUNTS PAYABLE CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701 Phone: (479) 575-8306 Fax:	CHRIS DOUGHTY CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701

Discounts reflect AR State Contract #CISCO-SP-11-0185

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Cisco UCS			
1.00	UCS SP B200 ENTRY BDL 2x6248 1xCH 2xB200w/2xE52620 64GB	0.00	0.00
2.00	(Not a standalone SKU) B200M3 w/2xE5-262064GB1240 VIC	5,700.00	11,400.00
2.00	Smart Play B200 M3 Server	212.48	424.96
4.00	Heat Sink for UCS B200 M3 server	0.00	0.00
2.00	VIC 1240 modular LOM for M3 blade servers	0.00	0.00
2.00	Cisco UCS Port Expander Card (mezz) for VIC 1240 modular LOM	0.00	0.00
4.00	HDD slot blanking panel for UCS B-Series Blade Servers	0.00	0.00
4.00	2.00 GHz E5-2620/95W 6C/15MB Cache/DDR3 1333MHz	0.00	0.00
16.00	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	0.00	0.00
1.00	UCS SP BASE 5108 Blade Svr AC Chassis	8,694.00	8,694.00
1.00	ONSITE 24X7X4 5108 Blade Server Chassis	180.11	180.11
1.00	Single phase AC power module for UCS 5108 Crypto	0.00	0.00
1.00	Access. kit for 5108 Blade Chassis incl Railkit, KVM dongle	0.00	0.00
8.00	Blade slot blanking panel for UCS 5108/single slot	0.00	0.00
8.00	Fan module for UCS 5108	0.00	0.00
1.00	UCS Blade Server Chassis FW Package 2.1	0.00	0.00
2.00	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	0.00	0.00
4.00	2500W Platinum AC Hot Plug Power Supply for UCS 5108 Chassis	0.00	0.00
4.00	AC Input Power Cord	0.00	0.00
2.00	UCS 6248 FI w/ FC Expn Card, Cables Bundle	6,183.00	12,366.00
2.00	ONSITE 24X7X4 6248UP Fabric Interconnect	666.49	1,332.98
12.00	8 Gbps Fiber Channel SW SFP+ LC	0.00	0.00
4.00	10GBASE-SR SFP Module	0.00	0.00
8.00	10GBASE-CU SFP+ Cable 3 Meter	0.00	0.00
2.00	UCS 6248UP Chassis Accessory Kit	0.00	0.00
4.00	UCS 6248UP Power Supply/100-240VAC	0.00	0.00
2.00	UCS Manager v2.1	0.00	0.00
4.00	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00
2.00	UCS 6200 Series Expansion Module Blank	0.00	0.00
4.00	UCS 6248UP Fan Module	0.00	0.00
2.00	UCS 6248 Layer 2 Daughter Card	0.00	0.00
16.00	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	203.40	3,254.40

AOS, LLC

A. 5
QUOTATION LLC
 Page 6 of 8

Springfield
 636 W. Republic Rd
 Unit F100 Corp Village Park
 Springfield, MO 65807
 Phone: 417-888-2675
 Fax: 417-888-0994

Rogers
 5308 Village Parkway #1
 Rogers, AR 72758
 Phone: 479-899-6830
 Fax: 479-899-6831

Tulsa
 7666 E. 61st St
 #310
 Tulsa, OK 74133
 Phone: 918-935-3530
 Fax: 918-935-3532

Oklahoma City
 3030 NW Expressway
 Suite 1750
 Oklahoma City, OK 73112
 Phone: 405-943-8900
 Fax: 405-943-8902

Little Rock
 5315 Highland Drive
 Little Rock, AR 72223
 Phone: 417-888-2675
 Fax: 417-888-0994

Quote No.: SQ012980
 Customer ID: ZFAYE-101
 Date: 3/13/2013
 Sales Rep: MEGANK
 Designer: JAMESI

2

Please visit www.aos5.com for a complete listing of all service areas

2.00	16GB SD Card module for UCS Servers	180.00	360.00
			\$38,012.45
EMC Networker			
1.00	EMC Networker Source Capacity Data Zone Enabler	0.00	0.00
3.00	EMC Networker Source Capacity 1TB License Tier 1	3,058.00	9,174.00
1.00	EMC Backup and Recovery Manager - Networker	0.00	0.00
1.00	EMC Enhanced Software Support - 36 Months	7,064.00	7,064.00
			\$16,238.00
EMC DD640			
1.00	EMC System; DD640; NFS; CIFS	0.00	0.00
1.00	EMC System DD640-7x1; 7T; NFS; CIFS	15,471.00	15,471.00
1.00	EMC OPTION;ES30 SHELF;15X1TB HDD;2XLCC	16,498.00	16,498.00
1.00	EMC License; Expstor; DD640	4,421.00	4,421.00
4.00	Power Cord; North America; L5-15P; C13; 6ft	0.00	0.00
1.00	Docs, License, Boost, S1	0.00	0.00
1.00	Documents, Data Domain OS Doc, A1	0.00	0.00
1.00	EMC Option; DD640 Add ES Exp Kit; Dual Path	3,316.00	3,316.00
1.00	Option, NIC, 10GBE, LP, PCIe, SFPP, DP, COP	1,718.00	1,718.00
1.00	EMC Zero Dollar ESRS Install	0.00	0.00
1.00	EMC Enhanced System Support (DD) - 36 Months	13,493.00	13,493.00
1.00	EMC Enhanced Software Support (DD) - 36 Months	1,161.00	1,161.00
1.00	EMC License; Boost; DD640	1,768.00	1,768.00
			\$57,846.00
AOS Professional Services			
1.00	AOS Professional Services	7,000.00	7,000.00
			\$7,000.00
Merchandise Total			\$119,096.45
Tax Total			11,126.58
Shipping			\$1,190.96
Document Total			\$131,413.99

Above quoted pricing is valid until 4/12/2013 .

Quoted pricing includes sales tax. If qualified customer has a valid tax exemption certificate on file with AOS at the time of billing , sales tax will NOT be included on the invoice.
 Total solution financing* is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.

*Restrictions apply. Subject to credit approval and documentation.

Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this quote.

Customer Signature _____

Date _____

City Of Fayetteville						Requisition No.:		Date:		
						P.O Number:		Expected Delivery Date:		
Vendor #: 18311		Vendor Name: AOS				Mail Yes: _____ No: _____				
Address: 1855 Bowles Ave. Suite 105					Fob Point:		Taxable Yes: _____ No: _____		Quotes Attached Yes: _____ No: _____	
City: Fenton		State: MO		Zip Code: 63026		Ship to code:		Divison Head Approval: 		
Requester: Chris Doughty					Requester's Employee #: 2082		Extension: 8306			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers		Project/Subproject #	Inventory #	Fixed Asset #
1	Servers and Backup Appliance	1	EA	#####	\$131,413.99	4470 9470 5801		02056.1		
2	tax and shipping included				\$0.00					
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
	Shipping/Handling		Lot		\$0.00					
Special Instructions: Purchased on state Contract # ST01-0643						Subtotal: \$131,413.99 Tax: _____ Total: \$131,413.99				
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Finance & Internal Services Director: _____			Budget Manager: _____			IT Manager: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				

City of Fayetteville Staff Review Form

A. 7
Washington County Interlocal Agreement
Page 1 of 26

City Council Agenda Items
and
Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date
Agenda Items Only

David Dayringer

Submitted By

Division

Fire

Department

Action Required:

Staff recommends adoption of a resolution to enter into an interlocal cooperation agreement to furnish hazardous materials emergency incident response services for Washington County, and to receive a fee for providing this service.

Cost of this request	\$ -	Category / Project Budget	Program Category / Project Name
1010-0001-4401-08	\$ -	Funds Used to Date	Hazmat Interlocal Revenue
Account Number			Program / Project Category Name
Project Number	\$ -	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

David C. Dayringer
Department Director

3-15-13
Date

Previous Ordinance or Resolution #

Joe Kelly
City Attorney

3-15-13
Date

Original Contract Date:

Original Contract Number:

Paul A. Behn
Finance and Internal Services Director

Date

Received in City
Clerk's Office

03-15-13 A11:45 RCVD

King

Don Man
Chief of Staff

3-18-13
Date

Received in
Mayor's Office

ENTERED
3/15/13
PH

David C. Dayringer
Mayor

3/18/13
Date

Comments:

STAFF REVIEW MEMO

To: Mayor Jordan & City Council

From: David Dayringer, Fire Chief

Date: March 8, 2013

Subject: A Resolution to enter into an interlocal cooperation agreement (ICA) for furnishing hazardous materials incident response services for Washington County.

PROPOSAL:

The Fayetteville Fire Department and the Springdale Fire Department have formed a joint Hazardous Materials Response Team. We now have the training, equipment, protective clothing, and have developed the incident management system necessary to safely mitigate hazardous materials incidents. In addition, we have the capability to provide Haz-Mat emergency incident response to the rural areas and cities throughout Washington County, while providing protection in our home cities.

RECOMMENDATION:

Staff recommends adoption of a resolution to enter into an interlocal cooperation agreement to furnish hazardous materials incident response services in Washington County.

BUDGET IMPACT:

The ICA provides for the costs of this service with a per capita fee to be paid by the County and participating cities. This annual fee will be divided evenly between the Fayetteville and Springdale Fire Departments.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH
WASHINGTON COUNTY, ARKANSAS FOR THE PROVISION OF
HAZARDOUS MATERIALS INCIDENT RESPONSE SERVICES**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an interlocal agreement with Washington County, Arkansas, a copy of which is attached as Exhibit "A", for the provision of hazardous materials incident response services.

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**INTERLOCAL COOPERATION AGREEMENT FOR HAZARDOUS MATERIALS
INCIDENT RESPONSE SERVICES IN WASHINGTON COUNTY**

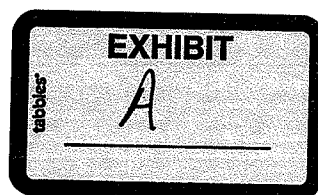
WHEREAS, Ark. Code Ann. 14-14-910 and 25-20-101, et seq., permit counties and cities to cooperate with each other in providing public services; and

WHEREAS, Public Law 99-499, the Superfund Amendments and Reauthorization Act of 1986 (SARA) and Occupational Safety and Health Administration (OSHA) 29 CFR Part 1910.120 place requirements on local governments concerning "emergency response" procedures to "hazardous substance" releases or incidents including, but not limited to procedures, equipment, training requirements, and protective clothing; and

WHEREAS, these requirements would place an extraordinary burden on any of the individual political jurisdictions in Washington County; and

WHEREAS, the parties to this agreement have previously been parties to a similar agreement including the various political jurisdictions of Benton County, which agreement terminated; and

WHEREAS, it is beneficial for the political jurisdictions in Washington County to jointly fund and operate a Hazardous Materials Response System in order to most efficiently, effectively, and economically deal with such incidents;



NOW, THEREFORE, this agreement is entered into by Washington County and the cities as indicated by Attachment "A" and signed by their respective chief elected official to provide for the formation of a Hazardous Materials Response System.

ARTICLE I.

ORGANIZATION & RESPONSE SERVICES; ADMINISTRATION

The Hazardous Materials Response Service shall be provided by a Hazmat Response Team (HRT) from the combined resources of the fire departments of Springdale and Fayetteville, (the HRT). The personnel selection, equipment, capital and other resource needs, as well as the policies and procedures, and all other administrative and operational issues will be determined by the two fire departments that comprise the HRT.

Primary response to unincorporated areas in the County and member Cities will be provided by a fully equipped and staffed HRT consisting of a minimum of six (6) personnel; additional resources will be provided by the HRT based on incident requirements. This agreement will be administered by the Director of the Washington County Department of Emergency Management. Other fire departments of the members to this agreement, including volunteer fire departments, may act as first responders.

ARTICLE II.

PURPOSE

The purpose of this agreement is to allow Washington County and the cities within the county to provide an economical and efficient response to hazardous materials incidents.

ARTICLE III.

MANNER OF FINANCING

The Hazardous Materials Response System shall be financed by a per capita fee of thirty-eight cents based on the 2010 census to be paid by Washington County and member cities based on their respective populations (except for the cities of Fayetteville and Springdale).

All such appropriations to the Hazardous Materials Response System shall be deposited with the Washington County Treasurer in a Hazmat Fund and thereafter equally distributed to the Fire Departments of Fayetteville and Springdale.

In addition, training will be provided for fire departments in the County by the HRT or its designee to enhance their level of hazmat response and incident management coordination. The Washington County Department of Emergency Management will also participate in training coordination and hazmat emergency operations. Persons or entities responsible for any discharge as defined in A.C.A. §8-7-101 or otherwise responsible for a hazardous material emergency incident, as well as non-member Cities, will be billed through Washington County to recover costs incurred by the HRT and first responders, such to be distributed by the Washington County Treasurer in accordance with this agreement.

Revenue recovered from the above billing process will be placed in the Hazmat Fund and used to recover the costs as invoiced by the Fire Departments comprising the HRT and/or other fire departments acting as first responders.

Washington County shall bill each member (except Fayetteville and Springdale) annually, for the per capita fee as setout above which shall be due and payable within thirty (30) days from the date of mailing.

ARTICLE IV.

TERMINATION & DURATION

Any party to this Agreement may withdraw their participation by giving six month's written notice to the Director of the Washington County Department of Emergency Management by Resolution enacted by respective governing bodies. Refunds of per capita fees will not be given. The Director shall promptly notify the other members. The entire Agreement may be terminated by a majority vote of the parties to the Agreement by written Resolution of their respective governing bodies; otherwise, the duration of this Agreement shall be perpetual.

ARTICLE V.

MISCELLANEOUS.

Any property acquired by the HRT, which is composed of the fire departments of Fayetteville and Springdale, shall remain property of the Fire Departments of Fayetteville and Springdale in the event of a complete termination. All property purchased by other parties to this

Agreement shall remain the property of the purchasing party. This Agreement shall be submitted to legal counsel for each party pursuant to A.C.A. §14-14-910(d).

The HRT shall provide a report at each quarterly meeting of the Washington County Fire Association.

ATTACHMENT "A"

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

County Judge
Washington County

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Fayetteville Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Springdale Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Greenland Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Prairie Grove Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Lincoln Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

West Fork Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Winslow Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Farmington Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Elkins Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Elm Springs Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Tontitown Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Goshen Mayor

Date

SIGNATORY PAGE

This Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services has been approved by resolution of the Quorum Court or City Council of the jurisdictions listed below and is entered into by their Chief Executive Officers:

Johnson Mayor Date

This agreement has been reviewed and considered to meet all state requirements for an interlocal agreement pursuant to Arkansas Code:

Washington County Attorney Date

City of Fayetteville Staff Review Form

A. 8
National Center for Appropriate Technology
Page 1 of 4

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

4/2/2013

City Council Meeting Date
Agenda Items Only

Sarah Wrede

Submitted By

Engineering

Division

Development Services

Department

Action Required:

Approval to recognize funds from the National Center for Appropriate Technology and a budget adjustment for printing Drainage Criteria Manuals in the amount of \$1,359.80.

\$ (1,359.80)

\$ 228,499.99

Stormwater Quality Mgmt/Nutrient Reduct

Category / Project Budget

Program Category / Project Name

4470.9470.5200.00

Account Number

\$ 75,104.86

Funds Used to Date

Bridge & Drainage Improvements

Program / Project Category Name

02097.1201

Project Number

\$ 153,395.13

Remaining Balance

Sales Tax Capital Improvement

Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒

[Signature]
Department Director

03-19-2013
Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

3-19-13
Date

Original Contract Date:

Original Contract Number:

[Signature]
Finance and Internal Services Director

3/19/13
Date

[Signature]
Chief of Staff

3/19/13
Date

[Signature]
Mayor

3/19/13
Date

RECEIVED

Revised
3-18-13

Received in City
Clerk's Office

MAR 18 2013

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Des

Received in
Mayor's Office

ENTERED
3/15/13

Comments:

CITY COUNCIL AGENDA MEMO

Council Meeting of April 5, 2013

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*
Chris Brown, City Engineer *CB*

From: Sarah Wrede, Staff Engineer

Date: March 14, 2013

Subject: Approval to recognize funds from the National Center for Appropriate Technology and a budget adjustment for printing Drainage Criteria Manuals.

PROPOSAL

In 2010, the City of Fayetteville was selected as a pilot city to develop affordable housing and sustainable transportation with \$500,000 in funding from the Sustainable Cities Institute through the Home Depot Foundation. At that time the City funded an update to its Drainage Criteria Manual including Low Impact Development Criteria. This manual development provided the match contribution for the Sustainable Cities Institute grant. As the Drainage Criteria Manual nears completion, the National Center for Appropriate Technology, the lead agency in the grant partnership, has provided \$1,359.80 in funding for use towards printing the new manual.

Upon finalization of the manual, these funds will be used towards purchasing printed manuals for City staff and engineering consultants who will utilize the manual. Staff has preliminarily priced the manuals at \$2,434.27 plus tax for 20 manuals. When final printing prices are received, staff will request mayor approval to match these funds with approximately \$1075 from the Stormwater Quality Management and Nutrient Reduction Plan budget to print a total of 20 manuals.

RECOMMENDATION

Staff recommends approval of a resolution to recognize funds in the amount of \$1,359.80 from the National Center for Appropriate Technology and approval of a budget adjustment.

BUDGET IMPACT:

A check for the funds has been received.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,359.80 RECOGNIZING GRANT REVENUE FROM THE NATIONAL CENTER FOR APPROPRIATE TECHNOLOGY FOR PRINTING OF CITY DRAINAGE CRITERIA MANUALS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the amount of \$1,359.80 recognizing grant revenue from the National Center for Appropriate Technology for printing of City Drainage Criteria Manuals.

PASSED and APPROVED this 2nd day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

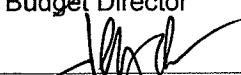
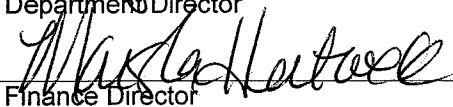
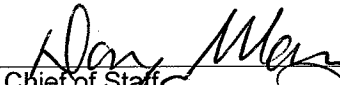
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 8 V11.0425
National Center for Appropriate Technology
Page 4 of 4

Budget Year BY 2013	Division: Engineering Department: Development Services	Request Date 4/2/2013	Adjustment Number
-------------------------------	---	---------------------------------	--------------------------

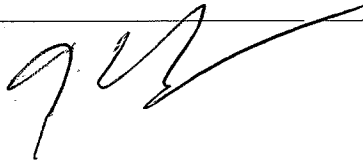
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

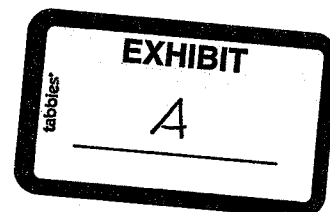
This budget adjustment recognizes commercial grant revenue from the National Center for Appropriate Technology in the amount of \$1,359 for printing Drainage Criteria Manuals.

 Division Head	3/19/13 Date	Prepared By: Sarah Wrede swrede
 Budget Director	3-20-13 Date	Reference:
 Department Director	03-19-2013 Date	Budget & Research Use Only
 Finance Director	3/19/13 Date	Type: A B C D E P
 Chief of Staff	3/19/13 Date	General Ledger Date
 Mayor	3/19/13 Date	Posted to General Ledger Initial Date
		Checked / Verified Initial Date

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	1,359		Project.Sub Number
		Increase / (Decrease)		
Office supplies/printing	4470.9470.5200.00	Expense 1,359	Revenue	02097 . 1201
Commercial grants	4010.0001.4305.00		1,359	02097 . 1201
	4470.0947			.





City of Fayetteville Staff Review Form

A. 9
Walton Arts Center, Contract Parking Services
Page 1 of 6

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

4/2/2013

City Council Meeting Date
Agenda Items Only

Don Marr

Submitted By

Parking Management

Division

Transportation Services

Department

Action Required:

An Resolution to approve an amendment to the contract for the provisions of parking-related services between the City of Fayetteville, Arkansas an the Walton Arts Center Council Inc.

\$ 45,222.00

Cost of this request

\$ 295,222.00

Category / Project Budget

Transfers to Outside Agencies

Program Category / Project Name

2130.9131.5719.00

Account Number

\$ -

Funds Used to Date

Entertainment District Parking

Program / Project Category Name

\$ 250,000.00

Remaining Balance

Off Street Parking

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Don Marr
Department Director

3-15-13

Date

Previous Ordinance or Resolution #

OK [Signature]
City Attorney

3-11-13

Date

Original Contract Date:

Original Contract Number:

Paul a. Buhr
Finance and Internal Services Director

3-11-2013

Date

Received in City
Clerk's Office

03-11-13 P02:46 Rcvd

Kim G.

Don Marr
Chief of Staff

3-11-13

Date

Received in
Mayor's Office

ENTERED
3/11/13
P/H

Lionel Jordan
Mayor

3/12/13

Date

Comments:



City Council Meeting Date:
April 2, 2013

City Council Agenda Memo

To: Mayor and Members of the City Council
Thru: Mayor Jordan
From: Don Marr, Chief of Staff
Date: 3/26/2013
Subject: Walton Arts Center, Contract Parking Services

Recommendation:

The City Staff recommends a resolution to approve an agreement with Walton Arts Center for services provided for the Parking Program in the Entertainment District.

Background:

In June 2010 an ordinance enacted a pay parking program in the Entertainment District Parking Zone. Prior to the implementation of the new paid parking program, the Walton Arts Center submitted projected costs for services and operational expenses. Walton Arts Center provides customer service in adjacent gated lots to the Walton Arts Center for patron entries and exits, assistance with the location of available open parking spaces as the lots fill, parking ticket problem resolution, validation, event parking staff for entry collection and exit management and assistance in using the pay parking machines and pay in advance features.

The Walton Arts Center request for funding in 2012 was for an increase in funding from the original contract amount of \$39,000 to \$45,000. This was approved for the 2012 Budget. The 2013 budget request by WAC was for \$62,160 funding for 2013, The amount approved by City Council in the 2013 budget was \$45,222.

Budget Impact:

The City Council approved in the Parking budget dollars for the 2013 for Parking Services, and Art Services at a total of \$295,222. (\$250,000 for Art Related Services, and \$45,222 for Parking Services) This contract will utilize \$45,222 of the funds approved in the 2013 Parking budget.

**Walton Arts Center
Paid Parking Program - Customer Service Expenses
Actual and Estimated for 2013**

Comments

Annual operational expenses July 2011 - June 2012

Customer Service

106 "event parking" performances

Lot attendants
Actual Aug 2011 - Jun 2012 \$ 56,153

Box office, Front of House \$ 682

Overhead

Staff management, finance, communications \$ 4,160 \$20/hr x 4 hrs per week

ACTUAL OPERATING EXPENSE \$ 60,995

2013 Request for Funds

Customer Service

Estimated 110 "event parking" performances

Lot attendants
Estimated \$ 57,000

Box office, Front of House \$ 1,000

Overhead

Staff management, finance, communications \$ 4,160 \$20/hr x 4 hrs per week

REQUESTED FROM CITY OF FAYETTEVILLE \$ 62,160

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT FOR THE PROVISION OF PARKING-RELATED SERVICES BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE WALTON ARTS CENTER COUNCIL, INC.

WHEREAS, the City Council approved a three year contract with the Walton Arts Center for parking-related services on May 3, 2011; and

WHEREAS, the City Council approved an increase in the budget to increase payments to the Walton Arts Center in 2013 from \$39,000.00 to \$45,222.00.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Amendment To Contract For The Provision Of Parking-Related Services Between The City Of Fayetteville, Arkansas And The Walton Arts Center Council, Inc. and authorizes Mayor Jordan to sign this Amendment.

PASSED and **APPROVED** this 2nd day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**AMENDMENT TO CONTRACT
FOR THE PROVISION OF PARKING-RELATED SERVICES
BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
THE WALTON ARTS CENTER COUNCIL, INC.**

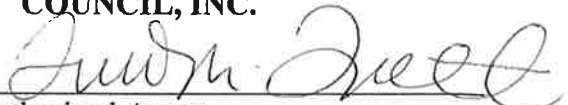
On this _____ day of April, 2013, The City of Fayetteville, Arkansas and the Walton Arts Center agree to amend their contract approved by Ordinance No. 5410 of May 3, 2011 and entered into on May 6, 2011 by amending paragraph 4 to change the amount to be paid by the City of Fayetteville to the Walton Arts Center from **\$39,000.00** to **\$45,222.00** for 2013 and the monthly installments in 2013 from **\$3,250.00** to **\$3,768.50**.

All other terms and conditions shall remain the same.

CITY OF FAYETTEVILLE, ARKANSAS

**THE WALTON ARTS CENTER
COUNCIL, INC.**

By: _____
LIONELD JORDAN, Mayor

By: 
Authorized Agent

Date: _____

Date: 3-11-13

Attest: _____
Sondra E. Smith, City Clerk

Witness: _____

**AMENDMENT TO CONTRACT
FOR THE PROVISION OF PARKING-RELATED SERVICES
BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
THE WALTON ARTS CENTER COUNCIL, INC.**

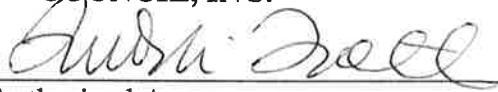
On this _____ day of April, 2013, The City of Fayetteville, Arkansas and the Walton Arts Center agree to amend their contract approved by Ordinance No. 5410 of May 3, 2011 and entered into on May 6, 2011 by amending paragraph 4 to change the amount to be paid by the City of Fayetteville to the Walton Arts Center from **\$39,000.00** to **\$45,222.00** for 2013 and the monthly installments in 2013 from **\$3,250.00** to **\$3,768.50**.

All other terms and conditions shall remain the same.

CITY OF FAYETTEVILLE, ARKANSAS

**THE WALTON ARTS CENTER
COUNCIL, INC.**

By: _____
LIONELD JORDAN, Mayor

By: 
Authorized Agent

Date: _____

Date: 3-11-13

Attest: _____
Sondra E. Smith, City Clerk

Witness: _____

Added at Agenda Session
AGENDA REQUEST

3-12-13

B.1
Amend §114.02 Farmers' Market
Page 1 of 6

March 19, 2013

FOR: COUNCIL MEETING OF ~~APRIL 2, 2013~~

FROM:

ALDERMAN MATTHEW PETTY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend §114.02 **Farmers' Market** To Transfer The Current Free Use Of The South Parking Spaces On Mountain Street To The Control Of The Rural Mountain Producers Exchange Board, To Close Mountain Street To Traffic, To Permit Sound Application During Farmers' Market And To Make Other Changes

APPROVED FOR AGENDA:


Matthew Petty, Alderman

3-12-13
Date


City Attorney
(as to form)

3-12-13
Date

Left on the first Reading at the 3/19/13 CC mtg.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §114.02 **FARMERS' MARKET** TO TRANSFER THE CURRENT FREE USE OF THE SOUTH PARKING SPACES ON MOUNTAIN STREET TO THE CONTROL OF THE RURAL MOUNTAIN PRODUCERS EXCHANGE BOARD, TO CLOSE MOUNTAIN STREET TO TRAFFIC, TO PERMIT SOUND AMPLIFICATION DURING FARMERS' MARKET AND TO MAKE OTHER CHANGES

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 §114.02 **Farmers' Market** (A) *Establishment, location and parking restrictions* of the Fayetteville Code by amending the third sentence to include "and on the south side of Mountain Street" and amending the last sentence to allow amplified music by special event permit so that §114.02(A) shall read:

"(A) *Establishment, location and parking restrictions.* A farmers' market is hereby established in the city. This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the Downtown Square. In addition, on Saturdays only, parking spaces on the east side of East Avenue and on the south side of Mountain Street on the Downtown Square shall be available for vendors by closing the street to through traffic. Vendors shall be permitted to park their vehicles at right angles to street curbs provided that no vehicle shall be permitted to extend into the street in such a manner as to obstruct the free flow of traffic, and no vehicle shall be parked within 15 feet of any fire plug. All public sidewalks around the Square shall remain freely available to the public with the inside two-thirds width of the sidewalks free from any tables, booths or displays. Farmers' Market vendors may occupy no more than one-third of the width of the sidewalk directly in front of their assigned parking space. As long as pedestrian traffic is not obstructed or hindered, the

corners of the Square's sidewalks and any unoccupied space around the outside third of the sidewalk can be used during the authorized hours and days of the Farmers' Market for government communication, free speech and acoustic music purposes. No sound amplification may be used unless approved by the Rural Mountain Producers Exchange Board and City through its Special Event Permit Process.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §114.02 (C) *Articles permitted to be sold* by adding "and have all appropriate permits" to the last sentence.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends §114.02 (E) *Fee* by repealing it and relettering subsections (F) & (G) appropriately.

PASSED and APPROVED this 19th day of March, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

From: Matthew Petty - Fayetteville Ward 2 <citycouncil@matthewpetty.org>
To: Kit Williams <kwilliams@ci.fayetteville.ar.us>
Date: 3/7/2013 1:27 PM
Subject: Re: Farmers' Market Ordinance

Good afternoon, I just wanted to follow up on this. I really want the Council to have an opportunity to consider this at the next meeting before the Market season really gets going.

-M

On Mon, Mar 4, 2013 at 11:13 AM, Matthew Petty - Fayetteville Ward 2 <citycouncil@matthewpetty.org> wrote:

> Good morning, Kit -
>
> I'd like bring forward an ordinance making the following four changes to
> the existing Farmers' Market ordinance. These changes were requested by the
> Market.
>
> Can we work these up in time for inclusion with the next agenda?
>
> Thanks,
> M
> * Farmers' Market Ordinance ChangesCity Ordinance XI Chapter 114.02 (A)
>
> - Add the south side of Mountain St to the space which shall be
> available for vendors by closing the street to through traffic.
> - Append to last sentence such that "No sound amplification devices
> may be used unless aproved by City special event permit issued to the
> Farmers' Market. No other organization or individual may apply for this
> permit during Farmers' Market hours of operations without written approval
> by the Farmers' Market.
>
> (C)
>
> - append "and have all appropriate permits" to the end.
>
> (E)
>
> - Remove this section.
>
> *
>

Current law

FAYETTEVILLE CODE OF ORDINANCES
TITLE XI BUSINESS REGULATIONS

CHAPTER 114: FOOD SALES

114.01 Drive-In Restaurants

(A) A drive-in restaurant, within the meaning of this chapter, shall be deemed to be any restaurant where meals, sandwiches, ice cream, or other food, is served directly to or is permitted to be consumed by patrons in automobiles, motorcycles, or other vehicles parked on the premises.

(B) Prohibited Acts.

- (1) It shall be unlawful for any person, while on or adjacent to the premises of a drive-in restaurant, to race the motor of any car, to suddenly start or stop any car, or to make or cause to be made, any other loud or unseemly noise.
- (2) It shall also be unlawful for any other person parked on the premises of such restaurant, to blow or cause to be blown any automobile horn or motorcycle horn at any time while so parked.
- (3) It shall be unlawful for any patron or other person on the premises of a drive-in restaurant, whether in or out of an automobile, to drink any intoxicating beverage of any nature.
- (4) It shall be unlawful for a group of three or more persons to congregate and linger at any location on the premises of a drive-in restaurant. Persons so congregating and lingering shall be deemed guilty of loitering. No person shall drive a motor vehicle on to the premises of a drive-in restaurant and then from said premises without parking such motor vehicle, unless there is no unoccupied parking space available on said premises.
- (5) It shall be unlawful for any person to leave any unoccupied motor vehicle on any drive-in restaurant parking lot and to leave the premises thereof, except with the knowledge and consent of the operator of the restaurant.

(Code 1965, §§7A-1, 7A-3, 7A-4; Ord. No. 1706, 10-6-69; Code 1991, §114.01)

Cross reference(s)--Penalty, §114.99(A).

114.02 Farmer's Market

(A) *Establishment, location, and parking restrictions.* A farmers' market is hereby established in the city.

This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the Downtown Square. In addition, on Saturdays only, parking spaces on the east side of the East Street on the Downtown Square shall be available for vendors by closing the street to through traffic. Vendors shall be permitted to park their vehicles at right angles to street curbs provided that no vehicle shall be permitted to extend into the street in such a manner as to obstruct the free flow of traffic, and no vehicle shall be parked within 15 feet of any fire plug. All public sidewalks around the Square shall remain freely available to the public with the inside two-thirds width of the sidewalks free from any tables, booths or displays. Farmers' Market vendors may occupy no more than one-third of the width of the sidewalk directly in front of their assigned parking space. As long as pedestrian traffic is not obstructed or hindered, the corners of the Square's sidewalks and any unoccupied space around the outside third of the sidewalk can be used during the authorized hours and days of the Farmers' Market for government communication, free speech and acoustic music purposes. No sound amplification devices may be used.

(B) *Days and hours.* The Farmers' Market may be open and operating Tuesdays and Thursdays from 6:00 a.m. until 1:00 p.m. and on Saturdays from 6:00 a.m. until 2:00 p.m. from April until Thanksgiving.

(C) *Articles permitted to be sold.* The following articles may be sold at the marketplace established hereby: vegetables, honey, raw juices, molasses, fruit, and other produce grown by the vendor thereof, plants, art work, craft work, and other processed farm products produced by the vendor thereof. All products sold at the marketplace must be produced in compliance with all applicable regulations of the State Department of Health.

(D) *Sanitation.* At the close of each market day, each vendor shall be required to leave the marketplace in a clean and sanitary condition, free from debris and insects.

(E) *Fee.* The fee to be paid by each vendor for the use of the marketplace shall be \$5.00 per year plus ten percent of gross proceeds realized by the vendor from sales at the marketplace.

(F) *Use of public streets for business prohibited; exception.* It shall be unlawful for any person to use any public street, public parking place, or public

CD114:3

to be removed

Amended

FAYETTEVILLE CODE OF ORDINANCES
TITLE XI BUSINESS REGULATIONS

sidewalk, as a place of business except as authorized by this section; provided, any merchant whose building is adjacent to a public sidewalk may conduct business thereon if pedestrian traffic is not obstructed thereby; provided further, the City Council may approve temporary use of a public street, place, or sidewalk as a marketplace where such use is part of an event, activity, or celebration of general public interest. The City Council may impose reasonable conditions on such use as are necessary to safeguard the public health, safety, and welfare.

- (G) *City laws and regulations prevail over Rural Mountain Producers Exchange Board policies.* If the Mayor determines that a policy of the Rural Mountain Producers Exchange Board concerning its operation of the Farmers' Market on city property violates the law or city regulations, such policy shall be revoked and no longer operative. The Rural Mountain Producers Exchange Board may appeal such revocation of any of its policies to the City Council.

(Code 1965, §13-14; Ord. 2040, 8-20-74; Ord. No. 2846, 8-17-82; Ord. No. 2862, 10-5-82; Ord. No. 2925, 6-7-83; Code 1991, §114.03; Ord. No. 4045, §1, 7-15-97; Ord. No. 4248, 6-6-00; Ord. 5309, 4-6-10)

Cross reference(s)--Penalty, §10.99.

State law reference(s)--Maintenance and regulation of markets, A.C.A. §14-140-101.

114.03 First Thursday Fayetteville

- (A) Establishment, hours and dates. First Thursday Fayetteville is hereby established. This monthly event shall run on the first Thursday of every month from April through November during the hours of 4 P.M. through 10 P.M.
- (B) *Location, parking restrictions and administration.* First Thursday Fayetteville shall be located and have control over the public parking spaces along both sides of East Avenue between Mountain Street and Center Street, along both sides of Center Street between East Avenue and Block Avenue, along both sides of Block Avenue between Center Street and Mountain Street, and along both sides of Mountain Street between East Avenue and Block Street during its hours of operation. The Fayetteville Convention and Visitors Bureau shall administer First Thursday Fayetteville and is authorized to remove or request the ticketing of vehicles parked within the allocated areas on East Avenue, Center Street, Block Avenue and Mountain Street between 4:00 P.M. and 10:00 P.M. on days of the event. The Bureau is further

authorized to close East Avenue between Mountain Street and Center Street, Center Street between East Avenue and Block Avenue, Block Avenue between Center Street and Mountain Street and Mountain Street between East Avenue and Block Street to vehicular traffic during the First Thursday Fayetteville event.

- (C) *Articles permitted to be sold.* Only objects of art or craft produced and sold by a local artist or craftsman may be sold at the First Thursday Fayetteville event. The Fayetteville Convention and Visitors Bureau is empowered to assign precise locations for any vendors wishing to display or sell their personally created art or craft work.

- (D) *Sanitation.* At the close of a vendor's operation (no later than 10:00 P.M.), the vendor shall clean the immediate area around the vendor's operation and ensure that all trash and debris are removed and properly discarded.

(Ord. 5307, 3-16-10; Ord. 5392, 3-15-10; Ord. 5487, 3-6-12)

114.04-114.98 Reserved

114.99 Penalty

Any person found guilty of violating any of the provisions of §114.01 shall be deemed guilty of a misdemeanor and shall be fined not more than \$100.00.

(Code 1965, §§7A-2, 11-5; Ord. No. 786, 9-2-35; Ord. No. 1706, 10-6-69; Code 1991, §114.99; Ord. No. 4045, 7-15-97)

City of Fayetteville Staff Review Form

C. 1
RZN 13-4310 (N. of the Intersection of N.
Gregg Ave. and W. Van Ascher Dr./Haas Hall)
Page 1 of 16

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

4/2/2013

City Council Meeting Date
Agenda Items Only

Quin Thompson
Submitted By

Planning
Division

Development Services
Department

Action Required:

RZN 13-4310: Rezone (N. OF THE INTERSECTION OF N. GREGG AVE. AND W. VAN ASCHE DR./HAAS HALL, 172): Submitted by MCCLELLAND CONSULTING ENGINEERS, INC. for property located NORTH OF THE INTERSECTION OF NORTH GREGG AVENUE AND WEST VAN ASCHE DRIVE. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 17.28 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

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

Budgeted Item ☐

Budget Adjustment Attached ☐

King, C. Pat. 03-15-2013
Department Director Date

Previous Ordinance or Resolution # _____

K. King 3-15-13
City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Bueh 3-15-2013
Finance and Internal Services Director Date

Received in City Clerk's Office 15-13 P02:38 RCVD
W. King

Don Man 3-18-13
Chief of Staff Date

Received in Mayor's Office
ENTERED 3/15/13
PK

Frank J. [Signature] 3/18/13
Mayor Date

Comments:



www.accessfayetteville.org

C. 1
RZN 13-4310 (N. of the Intersection of N.
Gregg Ave. and W. Van Ascher Dr./Haas Hall)
Page 2 of 16

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Quin Thompson, Current Planner

Date: March 13, 2013

Subject: 13-4310 RZN CMN II PH III Lot 20 & 21 (Haas Hall)

RECOMMENDATION

Staff and the Planning Commission recommend approval of an ordinance to rezone the subject property, consisting of multiple parcels containing approximately 17.28 acres in total, from C-1, Neighborhood Commercial, to P-1, Institutional.

BACKGROUND

The subject property is located east of Gregg Avenue, and north of Van Asche Drive. The property is within the C-1 zoning district and is currently undeveloped.

The property is located within 1000 feet of the City of Johnson, and therefore according to Arkansas Statute (A.C.A. 14-56-306) this rezoning, if approved by the City of Fayetteville, will not be effective until the City of Johnson approves it by resolution.

DISCUSSION

This item was heard at the Planning Commission meeting March 11, 2013. There was no public comment. Staff recommended in favor of the proposed zoning. The Planning Commission voted 7-0-1 to support the rezoning request, with Commissioner Hoskins recusing himself from the roll call.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 13-4310, FOR APPROXIMATELY 17.28 ACRES, LOCATED NORTH OF THE INTERSECTION OF NORTH GREGG AVENUE AND WEST VAN ASCHE DRIVE FROM C-1, NEIGHBORHOOD COMMERCIAL TO 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 C-1, Neighborhood Commercial to 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.

PASSED and APPROVED this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

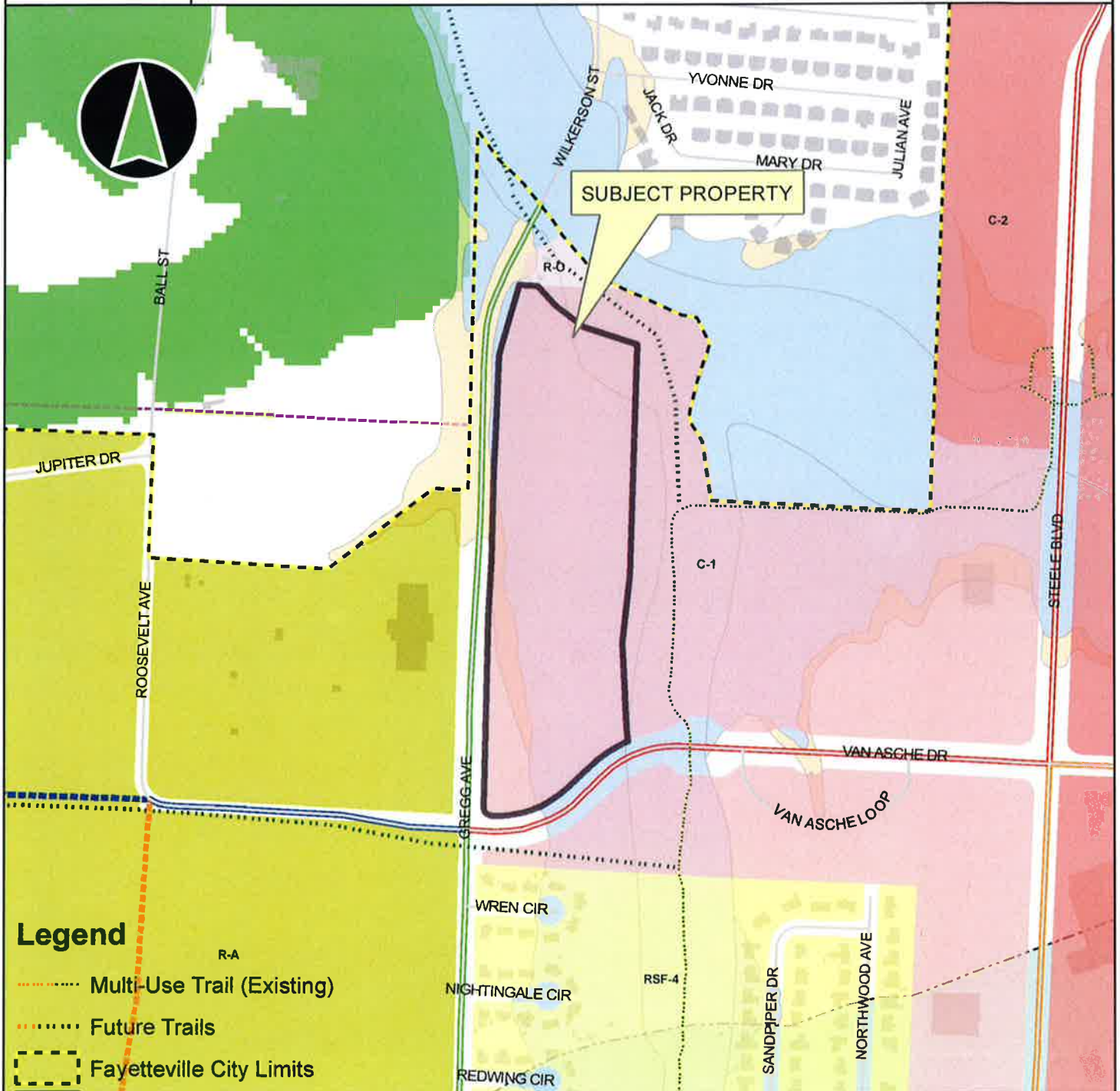
EXHIBIT "A"

C. 1
RZN 13-4310 (N. of the Intersection of N.
Gregg Ave. and W. Van Ascher Dr./Haas Hall)
Page 4 of 16

RZN13-4310

HAAS HALL

Close Up View



Legend

- - - - - Multi-Use Trail (Existing)
- - - - - Future Trails
- Fayetteville City Limits

Overview RZN13-4310

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- - - - - Planning Area

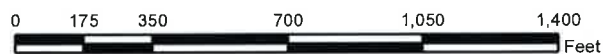


EXHIBIT "B"
RZN 13-4310

A PART OF THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) AND A PART OF THE NORTH HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 27, T-17-N, R-30-W, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE SE CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 27, THENCE ALONG THE EAST LINE OF SAID SECTION 27 SOUTH 2°28'46" WEST – 167.56 FEET TO A FOUND IRON PIN, THENCE DEPARTING THE EAST LINE OF SAID SECTION 27 AND ALONG THE SOUTH LINE OF LOTS 19B AND 19C OF CMN BUSINESS PARK II – PHASE III RECORDED IN PLAT BOOK 23-336 NORTH 86°54'28" WEST – 908.73 FEET TO THE SW CORNER OF LOT 19C OF CMN BUSINESS PARK II – PHASE III, THENCE ALONG THE WEST LINE OF SAID LOT 19C THE FOLLOWING FOUR (4) COURSES; NORTH 2°00'53" EAST – 49.72 FEET; NORTH 5°06'17" WEST – 142.63 FEET; NORTH 14°02'48" WEST – 188.25 FEET; NORTH 6°00'59" WEST – 72.35 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF VAN ASCHE DRIVE FOR THE POINT OF BEGINNING, THENCE SOUTHWESTERLY ALONG THE CURVING NORTH RIGHT OF WAY LINE OF VAN ASCHE DRIVE A DISTANCE OF 144.00 FEET, SAID CURVE BEING CONCAVE TO THE SE, HAVING A RADIUS OF 455.00 FEET AND WHOSE CHORD BEARS SOUTH 56°20'29" WEST – 143.40 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 47°16'30" WEST – 118.91 FEET; THENCE SOUTHWESTERLY ALONG THE CURVING NORTH RIGHT OF WAY LINE OF VAN ASCHE DRIVE A DISTANCE OF 277.28 FEET, SAID CURVE BEING CONCAVE TO THE NW, HAVING A RADIUS OF 345.00 FEET AND WHOSE CHORD BEARS SOUTH 70°17'58" WEST – 269.68 FEET; THENCE NORTHWESTERLY CONTINUING ALONG THE CURVING SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 46.20 FEET, SAID CURVE BEING CONCAVE TO THE NE, HAVING A RADIUS OF 30.00 FEET AND WHOSE CHORD BEARS NORTH 42°33'29" WEST – 41.77 FEET TO A POINT ON THE EXISTING EAST R/W LINE OF GREGG AVENUE (VARIABLE WIDTH R/W); THENCE ALONG SAID EXISTING EAST R/W LINE THE FOLLOWING SEVEN (7) COURSES; NORTH 1°33'44" EAST – 641.70 FEET; NORTH 3°29'02" EAST – 193.99 FEET; NORTH 1°22'17" EAST – 306.46 FEET; NORTH 3°16'50" EAST – 117.28 FEET TO A FOUND IRON PIN; NORTH 2°24'45" EAST – 275.23 FEET TO A FOUND IRON PIN; NORTH 16°32'02" EAST – 225.44 FEET TO A FOUND IRON PIN; NORTH 13°03'47" EAST – 20.81 FEET, A FOUND IRON PIN BEARS SOUTH 87°13'50" EAST – 2.33 FEET; THENCE DEPARTING SAID EXISTING EAST R/W LINE SOUTH 87°13'50" EAST – 60.67 FEET TO THE NW CORNER OF LOT 19C OF CMN BUSINESS PARK II – PHASE III; THENCE ALONG THE WEST LINE OF LOT 19C OF CMN BUSINESS PARK II – PHASE III THE FOLLOWING SEVEN (7) COURSES; SOUTH 41°52'55" EAST – 94.83 FEET; SOUTH 53°06'40" EAST – 115.81 FEET; SOUTH 71°54'49" EAST – 194.56 FEET; SOUTH 2°00'29" WEST – 783.10 FEET; SOUTH 6°37'47" WEST – 230.20 FEET; SOUTH 2°32'29" EAST – 286.90 FEET; SOUTH 6°00'59" EAST – 48.46 FEET TO THE POINT OF BEGINNING, CONTAINING 17.28 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.



PC Meeting of March 11, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Quin Thompson, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~March 5, 2013~~ UPDATED 3-13-2013

RZN 13-4310: Rezone (N. OF THE INTERSECTION OF N. GREGG AVE. AND W. VAN ASCHE DR./HAAS HALL, 172): Submitted by MCCLELLAND CONSULTING ENGINEERS, INC. for property located NORTH OF THE INTERSECTION OF NORTH GREGG AVENUE AND WEST VAN ASCHE DRIVE. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 17.28 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

Planner: Quin Thompson

BACKGROUND:

Property Description & Background: The subject property is located east of Gregg Avenue, and north of Van Asche Drive. The property is within the C-1 zoning district and is currently undeveloped.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Undeveloped	C-1, Neighborhood Commercial
South	Undeveloped / Single family residential	C-1, Neighborhood Commercial / RSF-4, Residential Single-Family Four Units Per Acre
East	Undeveloped	C-1, Neighborhood Commercial
West	Tune Concrete Plant	R-A, Residential Agricultural

Proposal: The request is to rezone the property from C-1, Neighborhood Commercial, to P-1, Institutional, to allow for the development of Haas Hall Academy, a private charter school.

Public Comment: Staff has not received public comment.

RECOMMENDATION:

Staff recommends forwarding RZN 13-4310 to the City Council with a recommendation for **approval** based on findings stated herein.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>March 11, 2013</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>CHESSER</u> Second: <u>COOK</u>			
Vote: <u>7-0-1</u>			
Note: <u>HOSKINS RECUSED</u>			
CITY COUNCIL ACTION:			
	☐ Approved	☒ Required <u>YES</u>	☐ Denied
Date:			

INFRASTRUCTURE:

Streets: The site has access to Gregg Avenue and Van Asche Blvd.. Gregg Avenue is a fully improved four lane street in this location. Van ASche is a fully improved four lane boulevard in this location. Street improvements within the property will be evaluated at the time of development.

Water: Public water is available to the property. There is a 12" water main along Gregg Avenue in this location. Public water main improvements may be necessary to provide fire flow for domestic service for any proposed development.

Sewer: Sanitary sewer is available to the site. There is an 16" main along Scull Creek to the rear of this property.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is affected by the 100-year floodplain and the Streamside Protection Zones.

Police: It is the opinion of the Fayetteville Police Department that this RZN (12-4273), will not substantially alter the population density. This RZN will not create an

appreciable or undesirable increase in the load on police services and will not create an appreciable increase in traffic danger and congestion.

Fire: The Fayetteville Fire Department has not expressed concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as **City Neighborhood Area**.* City Neighborhood area is identified as the most intense and dense development within the City, along with the greatest variety of buildings. Row houses, apartments, local and regional retail, hotels, and entertainment uses are some of the expected future uses in areas with this designation.

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 P-1 zoning for an educational/institutional use is compatible with the adjacent and nearby commercial and single-family residential land uses. Adjacent developments include residential single family residential, zoned RSF-4 (maximum four units per acre) to the south, City of Fayetteville parkland and a residential neighborhood to the north. The P-1 zoning will be compatible with the Future Land Use Plan 2030, which designates the area 'Urban Center Area'. This use is intended to contain the highest intensity and density development pattern as well as greatest variety of uses in the city. A school meets this land use goal provides a transition between surrounding commercial and residential uses. The P-1 zone is intended for public institutions and churches. Typical developments in the P-1 zone include colleges, senior housing, auditoria, community center, swimming pool, and churches.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: As discussed in Finding No. 1, the proposed zoning is justified as it is compatible with the surrounding zoning and land uses and consistent with the City's Future Land Use Plan. The property could be developed under the existing zoning regulations; however the P-1 zoning is justified and will allow an educational use by right.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Based on gross density, the existing zoning would allow a range of high traffic uses from restaurants to gas stations, as well as commercial and professional office uses. The area is well served by improved, high capacity streets. This level of connectivity will disperse vehicular trips, reducing potential traffic impacts from development on this site. Traffic patterns will be typical of schools, with peaks in morning and mid-afternoon. The Fayetteville Police Department has reviewed the proposal and finds that the intended use is appropriate and not likely to appreciable 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: The proposed zoning would not increase population density over that allowed under the current zoning. This site is located at the edge of an intensive commercial district and in close proximity to residential neighborhoods.

Increased load on public services was taken into consideration and recommendations from Engineering and Police Departments are included in this report. Significant adverse impacts to public services would not result with the incorporation of standard improvements as part of the development.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

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

161.18 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 25	Offices, studios, and related services

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 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Height regulations.* There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of 10 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 10 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord.

RZN13-4310

Close Up View

HAAS HALL



Legend

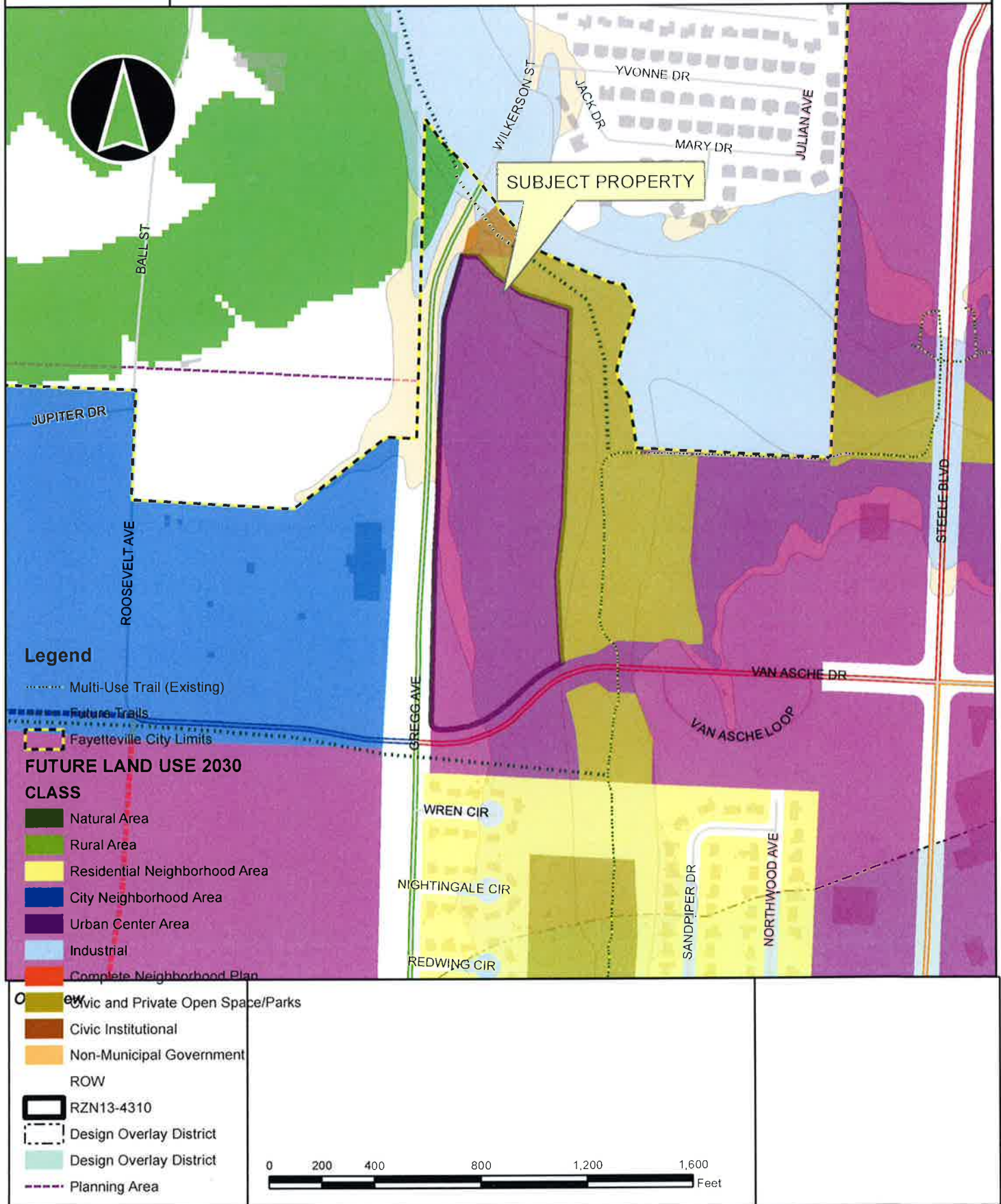
- Overview**
- Multi-Use Trail (Existing)
 - Future Trails
 - Fayetteville City Limits
 - RZN13-4310
 - Footprints 2010
 - Design Overlay District
 - Planning Area

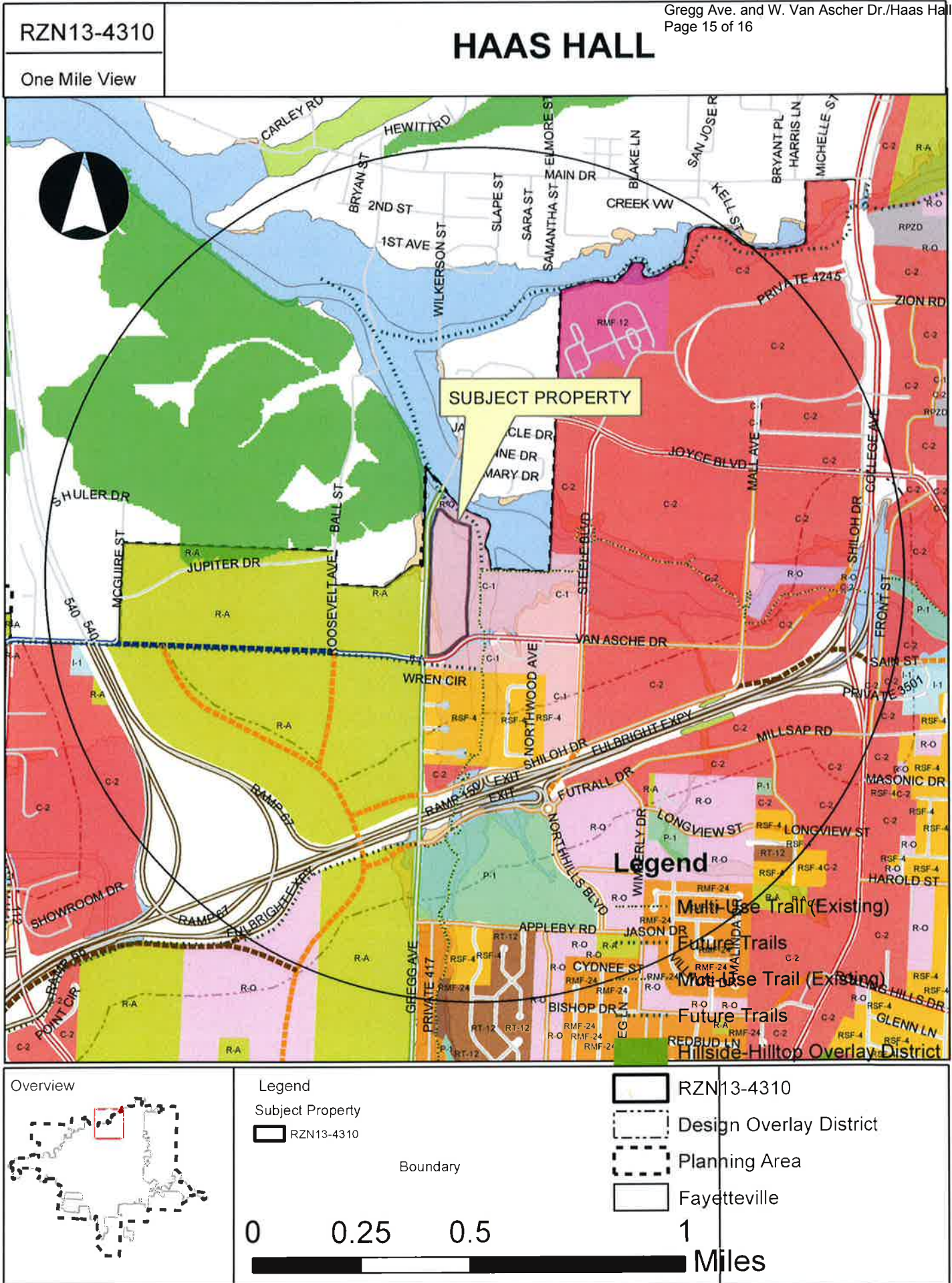
0 175 350 700 1,050 1,400
Feet

RZN13-4310

HAAS HALL

Future Land Use





City of Fayetteville Staff Review Form

C. 2

R-PZD 12-4284 (Park Hill at Mountain Ranch)

Page 1 of 56

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

4/2/2013

City Council Meeting Date
Agenda Items Only

Andrew Garner

Submitted By

Planning

Division

Development Services

Department

Action Required:

R-PZD12-4284: Residential Planned Zoning District (PARK HILL AT MOUNTAIN RANCH, 478): Submitted by JORGENSEN AND ASSOCIATES for property located at THE SOUTHWEST CORNER OF PERSIMMON STREET AND MOUNTAIN RANCH BOULEVARD, containing approximately 2.23 acres. The request is for zoning, land use, and preliminary plat approval for a Residential Planned Zoning District with 13 single-family dwellings.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

\$

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

03-15-7013

Date

Previous Ordinance or Resolution #


City Attorney

3-15-13

Date

Original Contract Date:

Original Contract Number:


Finance and Internal Services Director

3/18/13

Date

 Received in City
Clerk's Office


Chief of Staff

3/18/13

Date

 Received in
Mayor's Office


Mayor

3/18/13

Date



Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Andrew Garner, Senior Planner

Date: January 18, 2013

Subject: 12-4284 R-PZD (Park Hill at Mountain Ranch)

RECOMMENDATION

Staff and the Planning Commission recommend approval of an ordinance for zoning, land use, and preliminary plat approval of a residential planned zoning district for 13 single family dwellings.

BACKGROUND

The property contains approximately 2.23 acres and is located in the Mountain Ranch Phase I Subdivision at the southwest corner of Persimmon Street and Mountain Ranch Boulevard. Directly behind the subject lots are single-family lots; directly in front of the subject lots, across Mountain Ranch Boulevard, are four-story apartment buildings. Other developments in the area include the Ruppel Row Subdivision, Cross Keys, the Boys and Girls Club, and Owl Creek School.

In 2009 the City Council approved this same Planned Zoning District (R-PZD 09-3253). However, the approval has expired and the applicant is now proposing the same development.

In staff's opinion the requested zoning is compatible with surrounding land use and density and is consistent with the goals of City Plan 2030.

DISCUSSION

This item was heard at the Planning Commission meeting January 14, 2013. No public comment was presented at that meeting. The Planning Commission voted 7-0-0 in favor of this R-PZD request.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 12-4284, PARK HILL AT MOUNTAIN RANCH, LOCATED AT THE SOUTHWEST CORNER OF PERSIMMON STREET AND MOUNTAIN RANCH BOULEVARD; CONTAINING APPROXIMATELY 2.23 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN.

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

From R-PZD 09-3253 to R-PZD 12-4284 as shown in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

Section 2: That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council; further, that the conditions of approval shall be filed and available for viewing in the office of the City Clerk/Treasurer of the City of Fayetteville.

Section 3: That this ordinance shall take effect and be in full force at such time as all of the requirements of the master development plan have been met.

Section 4: That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this day of , 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

C. 2
R-PZD 12-4284 (Park Hill at Mountain Ranch)
Page 4 of 56

RPZD12-4284

PARK HILL AT MOUNTAIN RANCH

Close Up View

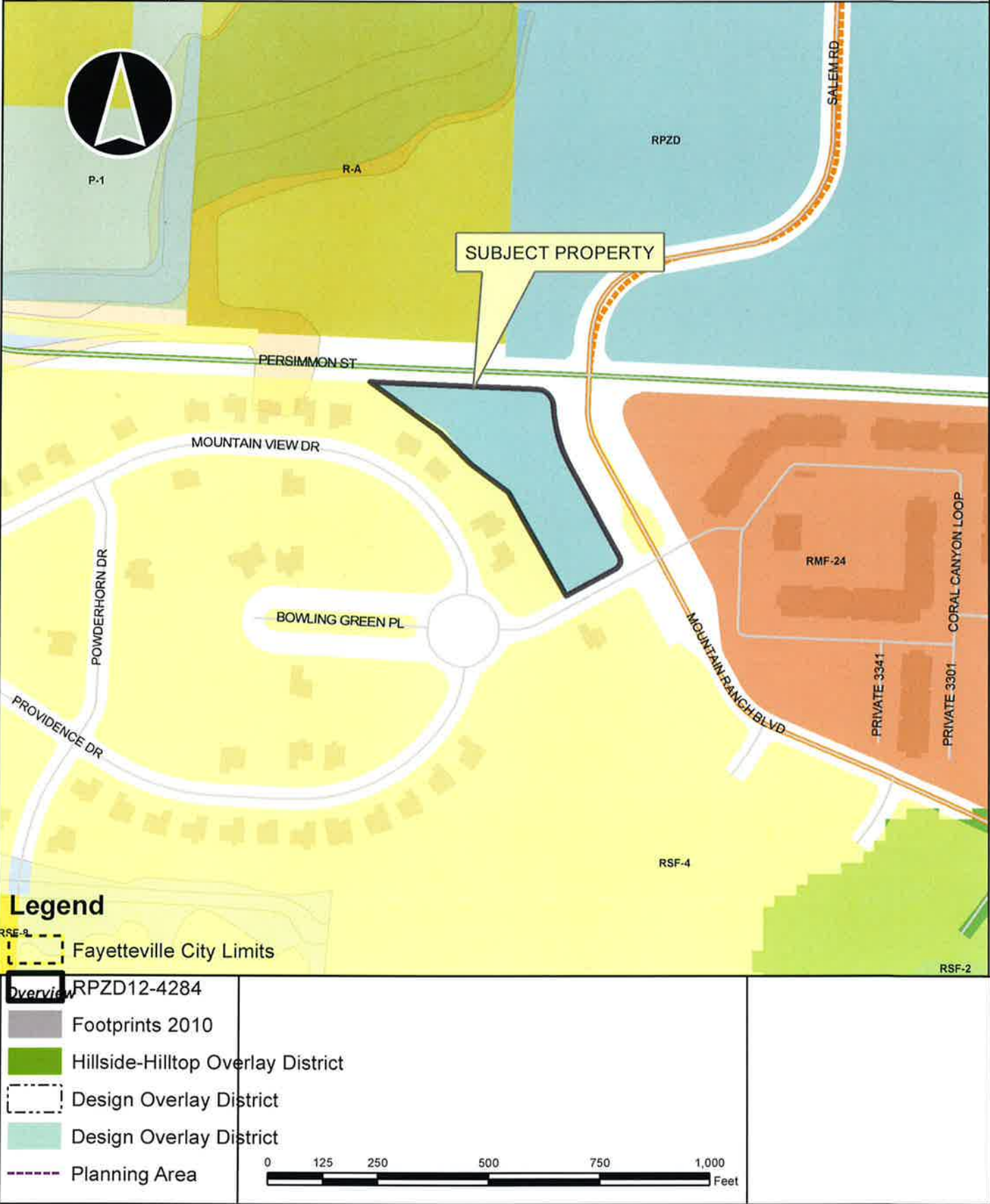


EXHIBIT "B"
R-PZD 12-4284

ALL OF LOTS 94,95,96,97 AND 118 AND A PART OF THE LOTS 87,88,89 AND 90 OF MOUNTAIN RANCH SUBDIVISION PHASE 1 AS PER PLAT OF FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 87 THENCE S87°34'55"E 377.13 FEET, THENCE ALONG A CURVE TO THE RIGHT 59.18 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND CHORD BEARING OF S45°11'51"E 53.93 FEET, THENCE ALONG A CURVE TO THE LEFT 148.16 FEET, SAID CURVE HAVING A RADIUS OF 327.50 FEET AND A CHORD BEARING OF S15°46'23"E 146.90 FEET, THENCE S28°43'59"E 230.79 FEET, THENCE ALONG A CURVE TO THE RIGHT 31.42 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND CHORD BEARING OF S16°16'01"W 28.28 FEET, THENCE S61°16'01"W 129.91 FEET, THENCE N28°43'59"W 269.34 FEET, TO THE NE CORNER OF LOT 91, THENCE N52°21'16"W 108.74 FEET, THENCE N37°34'07"W 98.00 FEET, THENCE N57°37'46"W 199.82 FEET TO THE P.O.B.; CONTAINING 2.23 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

CONDITIONS OF APPROVAL:

R-PZD 12-4284

Page 1 of 3

C. 2
R-PZD 12-4284 (Park Hill at Mountain Ranch)
Page 6 of 56

Conditions of Approval:

1. Planning Commission determination of project phasing. The applicant proposes the following phasing:
 - Phase I lots 11 - 13. The lots in this phase currently have access to public water and sewer. No infrastructure improvements would be constructed prior to final plat for this phase. A final plat for Phase I would be processed and recorded immediately after the R-PZD approval. The shared driveway/alley access for the lots in Phase I shall be bonded at 150% the estimated cost prior to the City signing the Final Plat. The alley/driveway shall be constructed with the residences in Phase I. The final Certificate of Occupancy for these homes shall be contingent upon the driveway/alley being completed.
 - Phase II Lots 1 - 10. This second phase would be platted in accordance with the standard timeframe required in the Unified Development Code.
2. The back yards of Lots 87-90 in Mountain Ranch I Final Plat are located within the PZD boundary. Appropriate action need to be completed to create the legal lot for the PZD; this could be either a separate property line adjustment/replat prior to the PZD final plat, or a combined PZD final plat/replat Mountain Ranch Phase I.
3. Buildings shall be constructed to be consistent with the elevations and concepts depicted in the building elevations in the booklet. Building elevations will be reviewed at the time of building permit to ensure compliance. All homes shall be designed with a "front façade" fronting onto the adjacent public street and to have varied facades to provide variety within the overall development.
4. No curb cuts or driveway access shall be allowed other than off of the private alley, as indicated on submitted plans.
5. All common property shall be unbuildable and shall be owned and maintained by the Property Owners Association.
6. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code for RSF-4 zoning districts, which includes the provision for an area sign as defined in Chapter 151.
7. The existing 40-foot utility easement crossing Lots 2 and 3 shall be vacated prior to the City signing the final plat for those lots. A separate Vacation application is required to be submitted and processed in the standard process. Any existing utilities located in the subject utility easement shall be relocated at the owner's expense.
8. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.

CONDITIONS OF APPROVAL:

R-PZD 12-4284

Page 2 of 3

C. 2
R-PZD 12-4284 (Park Hill at Mountain Ranch)
Page 7 of 56

9. On January 7, 2013, the Park and Recreation Advisory Board (PRAB) reviewed the project and recommended accepting money in lieu for 13 single family units to satisfy the park land dedication ordinance due to the development's proximity to Dale Clark Park and Shiloh Trail. Fees have been paid for five single family lots with the Final Plat of Mountain ranch Phase I. Fees in the amount of \$7,360 are due for the remaining lots prior to final plat.
10. Conditions of approval from Engineering, Solid Waste, Urban Forestry, and the Parks Departments are included in the official conditions of approval, attached herein.
11. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
12. Impact fees for water, sewer, police and fire shall be paid in accordance with City ordinance.
13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
14. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
15. Street lights shall be installed adjacent to all public and private streets (not alleys), with a separation of no greater than 300 feet.
16. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
17. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - c. Separate easement plat for this project that shall include the tree preservation area.
 - d. Project Disk with all final revisions
 - e. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and

CONDITIONS OF APPROVAL:

R-PZD 12-4284

Page 3 of 3

C. 2

R-PZD 12-4284 (Park Hill at Mountain Ranch)

Page 8 of 56

protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.



PC Meeting January 14, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
Glenn Newman, Staff Engineer
THRU: Jeremy Pate, Development Services Director
DATE: ~~January 7, 2013~~ Updated January 18, 2013

R-PZD 12-4284: Planned Zoning District (PARK HILL AT MOUNTAIN RANCH, 478):
Submitted by JORGENSEN AND ASSOCIATES, INC. for property located at the SOUTHWEST CORNER OF PERSIMMON STREET AND MOUNTAIN RANCH BOULEVARD. The property is zoned R-PZD 09-3253 and contains approximately 2.23 acres. The request is for Zoning, Land Use, and Preliminary Plat approval for a Residential Planned Zoning District with 13 single family dwellings.
Planner: Andrew Garner

Findings:

Property Description: The property contains approximately 2.23 acres and is located in the Mountain Ranch Phase I Subdivision at the southwest corner of Persimmon Street and Mountain Ranch Boulevard. Directly behind the subject lots are single-family lots; directly in front of the subject lots, across Mountain Ranch Boulevard, are four-story apartment buildings. Other developments in the area include the Ruppel Row Subdivision, Cross Keys, the Boys and Girls Club, and Owl Creek School.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Vacant	R-A, Residential Agricultural, C-PZD (Forest Hills)
South and West	Single family residential	RSF-4, Residential Single Family, 4 units/acre
East	Mountain Ranch Apartments	RMF-24, Residential Multi-Family, 24 units/acre

Background: In 2009 the City Council approved this same Planned Zoning District (R-PZD 09-3253). However, the approval has expired and the applicant is now proposing the same development.

Proposal: The applicant has submitted a request for a Residential Planned Zoning District (R-PZD) for the subject property, proposing 13 single-family lots and one un-developable lot for a park area.

Adjacent Master Street Plan Streets: Persimmon Street (Collector Street), Mountain Ranch Boulevard (Collector Street), and Providence Drive (Local Street).

Access and connectivity: Access to the single-family dwellings is provided by a rear alley accessed from Mountain Ranch Boulevard and Providence Drive.

Right-of-way to be dedicated: All adjacent streets have been improved and meet the Master Street Plan right-of-way requirements.

Phasing: The applicant proposes to plat and develop the subdivision in two phases.

Phase I. The first phase is lots 11 - 13 which currently have access to public water and sewer. A final plat for this first phase would be processed and recorded immediately after the R-PZD approval, with no infrastructure required. The shared driveway/alley access for the lots in Phase I are proposed to be constructed with the homes, with public improvement bonds for the shared alley in place prior to building permit. The final Certificate of Occupancy for these homes shall be contingent upon the driveway/alley being completed.

Phase II. This second phase (lots 1 – 10) would be platted in accordance with the standard timeframe required in the Unified Development Code.

Water & Sewer: The subject property has access to public water and sewer service.

<i>Tree Preservation:</i>	Existing Canopy:	0%
	Preserved Canopy:	0%
	Required Canopy:	25%
	Mitigation:	None

Public Comment: Two members of the public asked questions at the January 3, 2013 Subdivision Committee meeting.

Recommendation: Staff recommends forwarding **R-PZD 12-4284** to the City Council with a recommendation of approval, subject to the following conditions:

Conditions of Approval:

1. Planning Commission determination of project phasing. The applicant proposes the following phasing:
 - Phase I lots 11 - 13. The lots in this phase currently have access to public water and sewer. No infrastructure improvements would be constructed prior to final plat for this phase. A final plat for Phase I would be processed and recorded immediately after the R-PZD approval. The shared driveway/alley access for the lots in Phase I shall be bonded at 150% the estimated cost prior to the City signing the Final Plat. The alley/driveway shall be constructed with the residences in Phase I. The final Certificate of Occupancy for these homes shall be contingent upon the driveway/alley being completed.

- Phase II Lots 1 - 10. This second phase would be platted in accordance with the standard timeframe required in the Unified Development Code.

Staff recommends in favor of the proposed phasing.

**THE PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION
(01-14-2013).**

2. The back yards of Lots 87-90 in Mountain Ranch I Final Plat are located within the PZD boundary. The owners of these lots have signed the PZD application. Appropriate action need to be completed to create the legal lot for the PZD; this could be either a separate property line adjustment/replat prior to the PZD final plat, or a combined PZD final plat/replat Mountain Ranch Phase I.
3. Buildings shall be constructed to be consistent with the elevations and concepts depicted in the building elevations in the booklet. Building elevations will be reviewed at the time of building permit to ensure compliance. All homes shall be designed with a “front façade” fronting onto the adjacent public street and to have varied facades to provide variety within the overall development.
4. No curb cuts or driveway access shall be allowed other than off of the private alley, as indicated on submitted plans.
5. All common property shall be unbuildable and shall be owned and maintained by the Property Owners Association.
6. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code for RSF-4 zoning districts, which includes the provision for an area sign as defined in Chapter 151.
7. The existing 40-foot utility easement crossing Lots 2 and 3 shall be vacated prior to the City signing the final plat for those lots. A separate Vacation application is required to be submitted and processed in the standard process. Any existing utilities located in the subject utility easement shall be relocated at the owner’s expense.
8. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.
9. On January 7, 2013, the Park and Recreation Advisory Board (PRAB) reviewed the project and recommended accepting money in lieu for 13 single family units to satisfy the park land dedication ordinance due to the development’s proximity to Dale Clark Park and Shiloh Trail. Fees have been paid for five single family lots with the Final Plat of Mountain ranch Phase I. Fees in the amount of \$7,360 are due for the

remaining lots prior to final plat.

10. Conditions of approval from Engineering, Solid Waste, Urban Forestry, and the Parks Departments are included in the official conditions of approval, attached herein.

Standard Conditions of Approval:

11. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
12. Impact fees for water, sewer, police and fire shall be paid in accordance with City ordinance.
13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
14. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.
15. Street lights shall be installed adjacent to all public and private streets (not alleys), with a separation of no greater than 300 feet.
16. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.
17. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - c. Separate easement plat for this project that shall include the tree preservation area.
 - d. Project Disk with all final revisions
 - e. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Planning Commission Action: ☐ Tabled ☒ Forwarded ☐ Denied

Motion: Chesser

Second: Pennington

Vote: 7-0-0

Meeting Date: **January 14, 2013**

Comments: _____

The "Conditions of Approval" listed in the report above are accepted in total without exception by the entity requesting approval of this development item.

Signature

Date

Findings associated with R-PZD 12-4284 (Park Hill at Mountain Ranch)

Sec. 166.06. Planned Zoning Districts (PZD)

(E) Approval or Rejection Criteria for Planned Zoning Districts

The following criteria shall be considered by the Planning Commission and City Council in the review of a planned zoning district application based on the proposed master development plan:

- (1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2030;

FINDING: Staff finds the application to be in compliance with the Master Development Plan-Planned Zoning District criteria established by the City Council. City Plan 2030 designates this site as a Residential Neighborhood Area. The proposed zoning and development criteria encourage a layout that promotes walkability and traditional residential urban design. Rezoning this property to R-PZD 12-4284 with single-family dwelling units at an average density of 6 units per acre is consistent with the land use plan and the surrounding land uses including multi-family to the east and single-family and undeveloped land uses to the west, south, and north.

Goal 2: We will discourage suburban sprawl. Staff finds that the proposed development is an infill project that promotes walkability in close proximity to a public school, a community center, and future non-residential services and will utilize existing infrastructure and city services that are nearby while protecting the integrity of the predominantly single-family residential neighborhood to the east.

Goal 3: We will make traditional town form the standard. Staff finds that the proposed development supports the City's goal to promote traditional town form, contributing to a variety of housing types and lot sizes in close proximity to a future commercial node in a developing neighborhood.

Goal 6: We will create opportunities for attainable housing. Staff finds that the proposed development, with smaller lot and home sizes than a typical RSF-4 subdivision, contributes to the City's goal to create opportunities for attainable housing by adding to the variety of housing types that are being constructed in the neighborhood.

- (2) Whether the application is in compliance with all applicable statutory provisions;

FINDING: The application has been reviewed and found to be in compliance with all applicable statutory provisions.

- (3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

FINDING: The impact of the rezoning and subsequent development would not adversely impact public services and facilities in the surrounding areas. Sufficient infrastructure has been installed to accommodate the addition of 13 single-family dwellings.

- (4) Whether the rezoning is compatible with the surrounding land uses;

FINDING: The rezoning for detached single family homes is compatible with the surrounding land uses including multi-family to the east and single-family and undeveloped land uses to the west, south, and north.

- (5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

FINDING: The intended single family residential use is suitable for the subject property which is flat without tree canopy or significant natural features.

- (6) Whether the intended land use would create traffic congestion or burden the existing road network;

FINDING: Any additional development in the area will increase the amount of traffic on the adjacent public streets; however, the overall density would not create an appreciable amount of traffic above that which can be managed with the streets in the area.

- (7) Whether the planned development provides for unified development control under a unified plan;

FINDING: The project booklet and plans provide for a unified development under a unified development plan.

- (8) Whether any other recognized zoning consideration would be violated in this PZD.

FINDING: No other zoning considerations are proposed to be violated.

Sec. 161.29 Planned Zoning District

(A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

- (1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.

- (2) Compatibility. Providing for compatibility with the surrounding land uses.
- (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) No negative impact. Does not have a negative effect upon the future development of the area;
- (6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: Staff finds that the proposed development is compatible with the surrounding and adjacent land uses and will be beneficial to the community. Staff finds this proposal meets the intent of many of the parameters of the City Plan 2030, as well as the above criteria, including flexibility in density, compatibility with surrounding land uses and integration of a varied housing type and lot size. The proposal best fits the flexibility and variety goals of the intent of the Planned Zoning District, offering detached single-family housing types with reduced setback requirements, recreational green space, a variety of lot dimensions compared with the surrounding neighborhood.

The following guiding policies within Residential Neighborhood Areas are applicable to this development, and help to achieve the nine primary goals of the City Plan 2030:

Residential Neighborhood Areas:

- a. *Where possible, encourage a block-and-street layout that promotes walkable, cyclist-friendly road designs with slow design speeds.*
- b. *Utilize principles of traditional residential urban design to create compatible, livable, and accessible neighborhoods.*

- c. *Discourage design elements that prohibit complete, compact, connected neighborhoods such as cul-de-sacs, gated communities, etc.*
- d. *Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness.*
- e. *Site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure, and retail and commercial goods and services.*

(B) Rezoning. Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

(C) *R – PZD, Residential Planned Zoning District.*

(1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:

- (a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's City Plan 2030 and the orderly development of the city.
- (b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.
- (c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.
- (d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.
- (e) To encourage the efficient use of those public facilities required in connection with new residential development.

FINDING: The proposed planned zoning district with smaller single family lots will allow variety in land use in a predominantly RSF-4-zoned residential area consistent with City Plan 2030. It will also promote an effective relationship between different, but compatible land uses including the Mountain Ranch Apartments to the east and suburban single

family homes to the west. The project provides suitable transition between these different land uses. The project will not result in heavy traffic or excessive demands on existing public facilities. This is a flat site with no tree canopy or natural features to be preserved.

- (2) *Permitted Uses.* All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
- (3) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.
- (4) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

FINDING: The residential uses on this property will be at least fifty-one percent of the gross floor area within the development.

(F) *Bulk and area regulations*

- (1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:
 - (a) The densities of surrounding development;
 - (b) the densities allowed under the current zoning;
 - (c) the urban development goals and other policies of the city's General Plan;
 - (d) the topography and character of the natural environment; and
 - (e) the impact of a given density on the specific site and adjacent properties.
- (2) *Lot area and setback requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.
- (3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective

residential, office, commercial or industrial district which most depicts said development scheme.

Required Findings for Rezoning Request.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

FINDING: The proposed R-PZD is consistent with the City's Residential Neighborhood Area land use designation to encourage traditional neighborhood development as these homes will be placed close to the street with a rear-access private alley. Staff finds that the proposal complies with Goal 2 to discourage sprawl with development that utilizes existing city infrastructure. Additionally, staff finds that the proposal supports Goal 3 to make traditional town form the standard by proposing narrow, alley-loaded lots. The proposed zoning district introduces a variety of housing types into the neighborhood as the surrounding Mountain Ranch neighborhood are all front-loaded, standard RSF-4 lots of about 0.25-acres. The site is within walking distance to community services (Boys and Girls Club and Owl Creek School). Finally, staff finds that the proposal complies with Goal 6 to create opportunities for attainable housing. Staff finds that attainable housing can and should be encouraged through the creation of a variety of housing types within a single neighborhood development, rather than concentrating attainable house in a separate development.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

FINDING: Staff finds the proposed zoning is justified and needed. The existing PZD zoning has expired and needs to be re-approved before any development may occur. In this corner location at the intersection of two Collector Streets, a development with a higher density and intensity than the low-density RSF-4 zoning district to the west and south should be encouraged. The proposed PZD and its associated lot layout and development standards ensure the surrounding neighbors, elected and appointed officials that the development will be required to meet the standards proposed. A general rezoning to a higher density residential zoning would also be appropriate in this location, in staff's opinion.

3. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

FINDING: Staff finds this proposal to increase the density from 4 dwelling units/acre to 6 dwelling units/acre for approximately 2.23 acres will not create or appreciably increase traffic danger and congestion. Additionally, staff finds that the proposal to provide only

one curb cut onto Persimmon Street and one curb cut onto Providence Drive, for a total of two curb cuts, significantly decreases potential traffic danger and congestion in comparison to the five curb cuts that are currently allowed for the existing five single-family lots.

4. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

FINDING: Not applicable; staff is recommending approval of the request.



MEMORANDUM

To: Jeremy Pate

From: Captain Kenny Yates

Date: 1/2/13

Subject: RZN 12-4284

This document is in response to the request for comments on proposed R-PZD (Park Hill at Mountain Ranch, 478) submitted by Jorgensen and Associates, for property located at the SW corner of Persimmon Street and Mountain Ranch Boulevard.

It is the opinion of the Fayetteville Police Department that this R-PZD (12-4284)), will not substantially alter the population density. This R-PZD will not create an appreciable or undesirable increase in the load on police services and will not create an appreciable increase in traffic danger and congestion.



THE CITY OF FAYETTEVILLE, ARKANSAS
PARKS AND RECREATION DEPARTMENT
113 West Mountain
Fayetteville, AR 72701
P (479) 444-3471 F (479) 521-7714

TO: Planning Division
FROM: Carole Jones, Park Planner II
DATE: December 27, 2012
SUBJECT: Parks & Recreation Subdivision Committee Review Comments

Meeting Date: January 3, 2013
Item: PZD 12-4284 (Park Hill at Mountain Ranch, 478)
Park District: SW
Zoned: R-PZD
Billing Name & Address: Cobblestone Homes
P.O. Box 180428
Fort Smith, AR 72918

	<u>Current Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family	_____ @ 0.023 acre per unit = _____ acres <u>8</u>	@ \$920 per unit = <u>\$7,360</u>
Multi Family	_____ @ 0.014 acre per unit = _____ acres _____	@ \$560 per unit = <u>\$</u>

COMMENTS:

- On June 1, 2009 PRAB reviewed the project and recommended accepting money in lieu for 13 single family units to satisfy the park land dedication ordinance due to the development's proximity to Dale Clark Park and Shiloh Trail.
- The project is scheduled to be reviewed again by PRAB at the January 7, 2013 meeting.
- Fees have been paid for five single family lots with the Final Plat of Mountain Ranch Phase I.
- Fees in the amount of \$7,360 are due for the remaining eight lots.
- The actual amount of fees will be based on the type (single family or multi-family) and number of units. Fees must be paid prior to signing of final plat or issuing of building permits.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS



PARKS AND RECREATION DIVISION
1455 S Happy Hollow Rd
Fayetteville, AR 72701
P (479) 444-3471 F (479) 521-7714

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

URBAN FORESTRY DIVISION

LANDSCAPE REGULATIONS – Chapter 177

To: Jorgensen
From: Megan Dale, Urban Forester/Landscape Administrator
CC: Quin Thompson, Current Planner
Date: 3 January 2013
Subject: PZD 12-4284: Park Hill Subdivision Review Comments

Applicable Requirements:

N/A	Site Development & Parking Lot Standards
Y	Street Tree Planting Standards
N/A	Stormwater Facilities

Plan Checklist:

Y= submitted by applicant
N=required by City Code but not included on submitted plan
NA= not applicable

Tech Plat	SC	PC	
			All Landscape Plans
N	N	NA	Irrigation notes either automatic or hose bib 100' o.c. (177.03A.7.g & 177.04.B.3.a)
N	N	NA	Species of plant material identified (177.03.A.7.d & e)
N	N	NA	Size of plant material at time of installation indicated minimum size 2" caliper for trees and 3 gal. shrubs (177.03.A.7.b & c)
N	N	NA	Soil amendments notes include that soil is amended and sod removed (177.03.C.6.b)
N	N	NA	Mulch notes indicate organic mulching around trees and within landscape beds (177.03.C.6.c & d)
N	N	NA	LSD and Subdivisions plans stamped by a licensed Landscape Architect, others by Landscape Designer (177.03.B)
NA	NA	NA	Planting bed contained by edging (177.03.C.6.f)
N	N	NA	Planting details according to Fayetteville's Landscape Manual (177.03.C.6.g)

THE CITY OF FAYETTEVILLE, ARKANSAS

Tech Plat	SC	PC	
			Site Development & Parking Lot Standards
NA	NA	NA	Wheel stops/ curbs (177.04.B.1)
NA	NA	NA	Interior landscaping (177.04.C) <i>Narrow tree lawn (8' min width, 37.5' min length/ 1 tree per 12 spaces) <u>OR</u></i> <i>Tree island (8' min. width, 18.7' min. length/1 tree per 12 spaces)</i> <i>All parking lot trees must be deciduous (177.04.C.3)</i>
NA	NA	NA	Placement of Trees (177.04.C.2) <i>Either side at points of access (entrance/exit)</i>
NA	NA	NA	Perimeter landscaping (177.04.D) <i>Side and rear property lines (5' wide landscaped)</i> <i>Front property line (15' wide landscape) (177.04.D.2.a)</i> <i>Shade trees planted on south and west sides of parking lots (177.04.D.2.e)</i> <i>Parking lot adjacent to R.O.W.- continuous row planting of shrubs - 50% evergreen.</i> <i>Remaining landscaping to be ground cover and / or turf.) (177.04.D.4a)</i> <i>NOTE: Shade trees are described in street tree planting standards</i>
			Street Tree Planting Standards (time of F.P. or permit) (177.05)
Y	Y	NA	Residential Subdivisions- 1 large species shade tree/ lot tree planted within R.O.W. if possible
Y	Y	NA	Nonresidential Subdivision- 1 large species shade tree/30 L.F. tree planted within 15-25' greenspace
NA	NA	NA	Urban Tree Wells-urban streetscape only- 8' sidewalk , trees every 30 L.F. (177.05.B.3.a-f)
NA	NA	NA	Structural Soil-if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan
NA	NA	NA	Timing of planting indicated on plans (subdivisions only) (177.05.A.4)
NA	NA	NA	Written description of the method for tracking plantings (177.05.A.4.e)
N	N	NA	Plan contains 3-year Maintenance and Monitoring Agreement. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. (177.05.A.2.e)
Tech Plat	SC	PC	
			Stormwater Facilities (time of F.P. or permit) (177.06.A – C)
NA	NA	NA	1 deciduous or evergreen tree/ 3000 square feet
NA	NA	NA	4 large shrubs or small trees (3 gal) / 3000 square feet
NA	NA	NA	6 shrubs or grasses (1 gal) / 3000 square feet
NA	NA	NA	Ground cover unless seed or sod is specified
NA	NA	NA	50% of facility planted with grass or grass like plants

Conditions of Approval:

1. Address items above marked with "N." Add these notes to the plan.
2. Tree Preservation Waiver applies to this site.
3. There are existing trees in ROW along Persimmon. Provide tree preservation fencing on Landscape Plan.
4. Prior to Building Permit approval, all required landscaping will require a performance bond and a completed Landscape Surety Form. Submit a landscape estimate for review at time of construction plan review.

THE CITY OF FAYETTEVILLE, ARKANSAS

5. Prior to Certificate of Occupancy, a 3-year Maintenance Plan must be submitted with a 3-year surety (letter of credit, bond or cash) and completed Landscape Surety Form.
6. Landscape Architect of record shall inspect site and direct Contractor to make changes to meet Approved plans and details prior to Urban Forester Certificate of Occupancy inspection. No changes to the approved landscape plan may be made without Urban Forester approval.



JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

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

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

JUSTIN L. JORGENSEN, P.E.

BLAKE E. JORGENSEN, P.E.

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

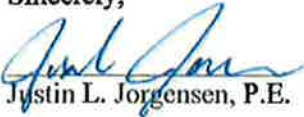
Attn: Development Services
Re: Parkhill @ Mountain Ranch PZD

Dear City;

Included herewith please find a Master Development Plan PZD submittal for Parkhill @ Mountain Ranch. This was a previously approved PZD, including Construction Plans, that never materialized due to a poor economy. A request for an extension was filed in the past but since then no construction was ever started therefore the property has no zoning and this is why the PZD is being submitted again. At this time once the PZD zoning is voted on and construction plans are approved the developer would like to start construction immediately.

Thanks for your time.

Sincerely;

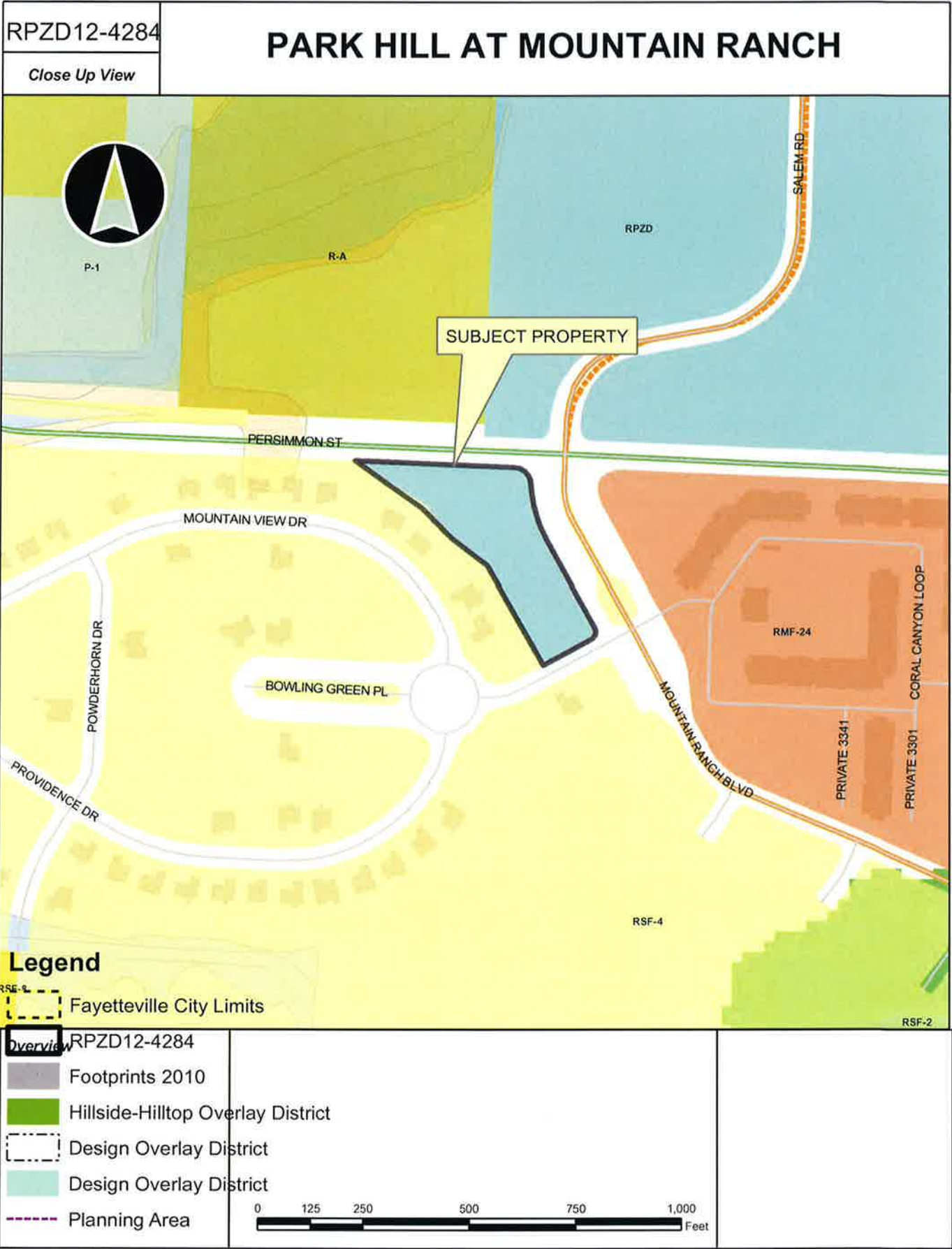


Justin L. Jorgensen, P.E.

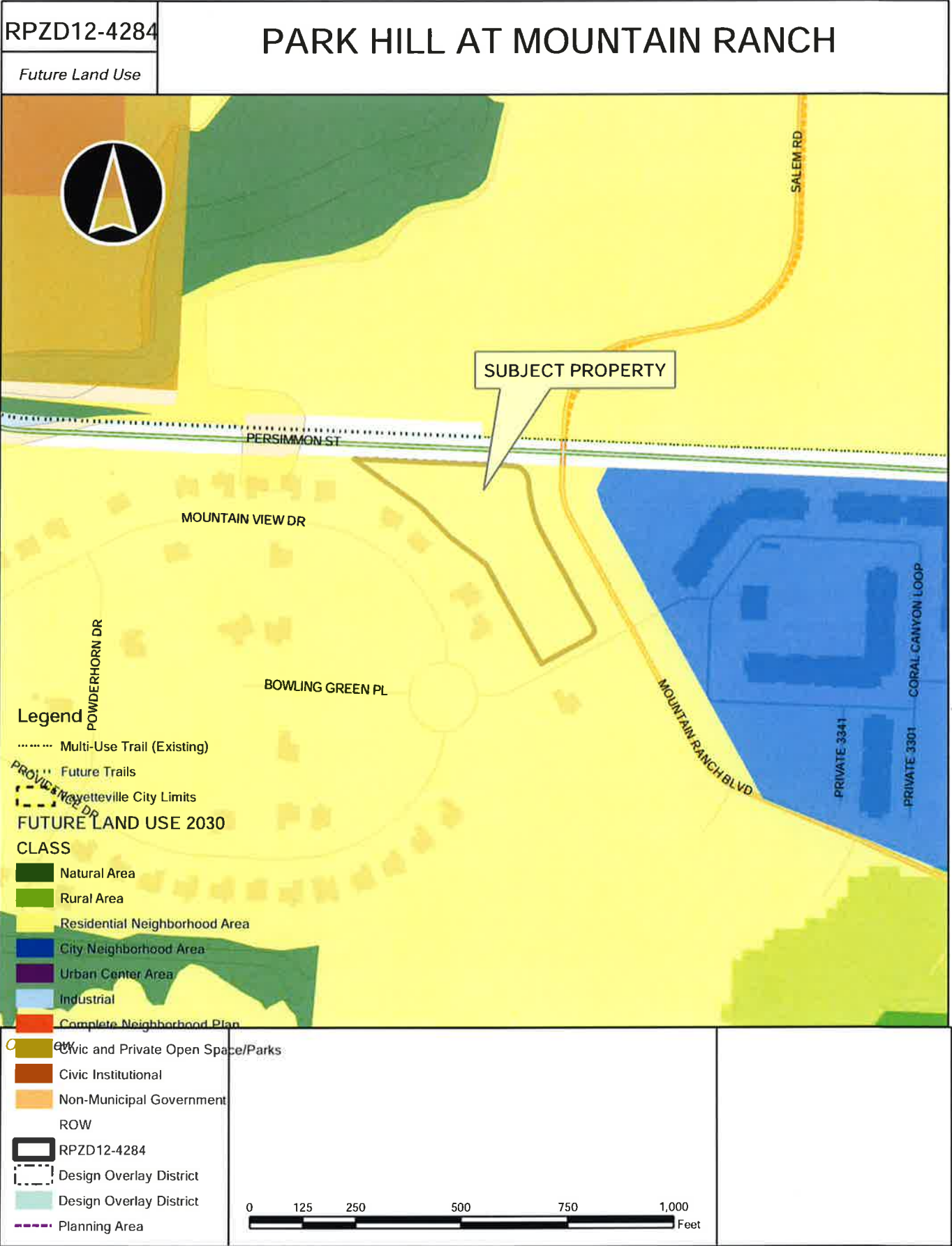


1 inch = 100 feet
0 25 50 75 100 Feet

--- PZD Boundary







Park Hill at Mountain Ranch R-PZD 12-4284

- **PZD Booklet and Plats**

**PARK HILL
AT
MOUNTAIN RANCH**

**LAND USE & ZONING PZD
FAYETTEVILLE, AR.**

**December 5th, 2012
December 26th, 2012 (Revision Submittal)
January 3rd, 2013 (Revision Submittal)**

**Owner:
Centennial Bank
8201 Cantrell Road, Suite 140
Little Rock, AR. 72227**

**Developer:
Cobblestone Homes
PO Box 180428
Fort Smith, AR. 72918**

A. CURRENT OWNERSHIP OF PROPERTY AND REPRESENTATIVE

The owner of the majority of the property which is adjacent to Persimmon Street and Mountain Ranch Blvd is Centennial Bank. However there is a small portion of the property along the west side (lot 1 and part of the Park) that is being taken from lots 87-90 of Mountain Ranch Subdivision as shown on the Final Plat. Some of these lots have been sold and built on and the owners are as follows:

- Lot 87: Troy & Angela Walls
- Lot 88: Michael & Jennifer Mallard
- Lot 89: Dick & Holly Johnson
- Lot 90: Cobblestone Homes (The developer of this proposed PZD)

All adjacent property owners are aware of this proposed PZD and have signed a consent form to allow Cobblestone Homes to represent them for this proposal.

The representative for this project is Justin Jorgensen of Jorgensen and Associates.

B. SUMMARY (SCOPE, NATURE, AND INTENT)

Park Hill at Mountain Ranch is being presented as a Master Development Plan PZD. This project is located at the southwest corner of Mountain Ranch Blvd and Persimmon Street, which serves as access for Mountain Ranch Subdivision and Mountain Ranch Apartments. The Park Hill at Mountain Ranch Residential Planned Zoning District will consist of 13 single family houses on 2.27 acres, for an overall density of 5.72 units/acre. The houses will front onto Persimmon and Mountain Ranch Blvd. with rear alley (private) access to the houses. In addition, we have planned for a park area/greenspace for use by these 13 houses.

The lot widths range from 40'-50' wide and the proposed houses will have a zero side setback on one side and a courtyard on the other side as shown in the . The style and exterior appearance will be similar to the houses being built in Mountain Ranch Subdivision-combination brick and rock. Please refer to the appendix in this submittal for details.

The reason for this PZD request is to provide a variety of houses for sale in a neighborhood that is predominantly low-density single family and in a market that indicates an increased demand for smaller dwellings on smaller lots than those platted in the Mountain Ranch neighborhood. The houses will be 1200 SF to 1400 SF and on smaller lots. In addition, these houses will act as a buffer to the apartment complex to the east.

Another reason for this submittal as a PZD is that Forrest Hills is being developed to the north and the new street will connect to Mountain Ranch Blvd. This will make the Persimmon/Mtn. Ranch intersection even busier and the developer, Cobblestone Homes, is finding out that prospective buyers are reluctant to buy/build houses on these lots.

We feel that these 13 single family houses with rear access will provide for a slightly different market than what is currently offered. Please refer to the appendix for pictures.

C. GENERAL PROJECT CONCEPT

- 1) Street and Lot Layout. Park Hill will have rear access alleys and individual drives. Connectivity is provided by Mountain Ranch Blvd. and also Providence Street.
- 2) Site Plan. Please refer to the attached plans.
- 3) Buffer Areas. Park Hill will have a green belt surrounding to the west that will function as a park. There will be a driveway and fence behind the park area.
- 4) Tree Preservation. There are currently no trees on the property. Trees will be planted per the Mt. Ranch Phase 1 Tree Mitigation Plan.
- 5) Storm Water Detention Areas. Park Hill at Mt. Ranch will use the existing storm water drain at Mt. Ranch Phase 1.
- 6) Undisturbed Natural Areas. This entire site has already been developed and no natural area will be disturbed.
- 7) Existing and Proposed Utility Connection and Extension. This project will connect to an existing waterline and sewer that is already in the development.
- 8) Development and Architectural Design Standards. Park Hill single family residents will have rear access alleys and individual drives. All houses will have curb appeal similar in nature to Mt. Ranch Phase 1.
- 9) Building Elevations. Exterior Elevations and site-layout have been included for your review.

D. PROPOSED DEVELOPMENT PHASING AND TIMEFRAME

- 1) PZD Zoning & Preliminary Plat Approval.....May 2013

Once PZD Zoning and Preliminary Plat are approved the Construction Plans will be submitted for review and construction will commence shortly after approval.

Phase I (lots 11-13):

It is the developers desire to then immediately submit and record a Final Plat, including the necessary alley easement, for lots 11-13 in order to pull a building permit on these lots and commence construction on the houses concurrent with construction of the infrastructure for the subdivision. It is our understanding this is an acceptable procedure due to the way the property is currently platted and the fact that these proposed lots (11-13) are served by existing water and sewer lines negating the need for any new water & sewer installation for service. Final CO for any of the houses in Phase I (lots 11-13) will not be granted until final completion and acceptance by the City of the Private Alley and necessary infrastructure of the proposed subdivision.

Phase II (lots 1-10): These phase will be under construction concurrent with Phase I (lots 11-13) and anticipated to be complete within the next 6 months.

E. PROPOSED PLANNING AREAS

This has only one Planning area and will all be Single Family.

F. PROPOSED ZONING AND DEVELOPMENT STANDARDS

Planning Area #1: Single Family Residential:

Purpose: The purpose of this PZD is to permit and encourage the development of single family dwelling units with a density slightly higher than the current RSF 4 zoning district and with an urban form that includes reduced setbacks and smaller dwelling types. This is for 13 units on 2.23 acres, which will have a density of 5.83 units/acre.

Land Use Designation:

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 24	Home occupations

3. Density:

Acreage	2.27 acres
Number of Dwelling Units	13 units
Density	5.7 units/acre

4. Bulk and Area Regulations:

	Single Family Dwellings
5. Lot minimum width	40.0feet
6. Lot area minimum	3,500 square feet
7. Land area per dwelling unit	3,500 square feet

8. Setback Requirements:

Front	Side	Rear
5'	0'	20'

8. Setback Requirements: Structures in this district are limited to a building height of 45 feet.

*All lots with a 0 ft side setback on one side must have a 10' side setback on the other side and minimum 10' separation from structures (eave-to-eave) on both sides. Buildings are subject to minimum building separation, fire wall ratings, etc. in accordance with building code. In no situation shall a primary dwelling unit be attached to another. All dwellings shall front onto the adjacent public street.

9. Building Area:

Area occupied by all buildings shall not exceed 56% of the total lot area. This is enforced on a lot-by-lot basis, not for the entire subdivision.

Site Planning

10. Screening and Landscaping:

The screening and landscaping will be provided as set forth in the Unified Development Code. The subdivision covenants will require each lot to have at least two trees in addition to the trees and landscaping the developer will provide at the entrances, around the turn-a rounds and in the green spaces. All lots will be required to be sodded.

11. Parking:

All parking shall comply with chapter 172, for single family residential requirements of the Unified Development Code.

12. Architectural Design Standards:

Conceptual architectural renderings have been provided in Appendix A. It is the interest of the developer to obtain approval of the PZD for construction of single family detached houses. All houses will have a combination of brick and siding exterior with composite shingles. The homes shall be constructed consistent with the elevations and renderings provided in Appendix A.

13. Signage:

Signs shall be permitted and approved and shall be installed in accordance with the Single-Family regulations of the Unified Development Code.

G. MASTER DEVELOPMENT PLAN AS COMPARED TO CURRENT ZONING REQUIREMENTS

A. PA-1 (Single Family)

Existing Zoning		Proposed Zoning	
RSF-4: Residential Single Family		PZD: PA-1 (Single Family)	
Permitted Uses			
Unit 1	City-wide uses by right	Unit 1	City-wide uses by right
Unit 8	Single-family dwellings	Unit 8	Single-family dwellings
Unit 41	Accessory dwellings	Unit 41	Accessory dwellings
Conditional Uses			
Unit 2	City-wide uses by conditional use permit	Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities		
Unit 4	Cultural and recreational facilities	Unit 3	Public protection and utility facilities
Unit 5	Government facilities		
Unit 9	Two-family dwellings		
Unit 12	Limited business	Unit 24	Home occupations
Unit 24	Home occupations		
Unit 36	Wireless communications facilities		
Density			
Units per acre	4 or less	Acreage	2.23 acres
		Dwelling Units	13 units
		Density	6.0 units/acre
Bulk and Area Regulations			
Lot width minimum	70.0 ft.	40.0 ft	
Lot Area Minimum			
Residential	8,000 sq. ft.	3,500 sq. ft.	
Land area per dwelling unit	8,000 sq. ft.	3,500 sq. ft.	
Setback Requirements			
Front	15 ft	5 ft	
Side	5 ft	0 ft (see note on F-9)	
Rear	15 ft	20 ft	
Height Requirements			
Maximum building height of 45 feet.		Maximum building height of 45 feet. The height may be increased over 45 feet by obtaining a variance after hearing by the Planning Commission.	
Building Area			
Building area requirement is 40%.		On any lot, the area occupied by all the buildings shall not exceed 58% of the total area of such lot.	

Analysis of the Site Characteristics:

No environmentally hazardous, sensitive, or natural resources areas have been found on this site.

H. RECREATION FACILITIES:

This property is very close to Don Reynolds Boys & Girls Club. Park Hill will include a park area on the West side. In addition, it is anticipated that the single family portion of the PZD will utilize the future Mt. Ranch Subdivision Club House.

I. REASON FOR REZONING REQUEST:

The reason for this Conceptual PZD request is to provide a project that will fit into and compliment the surrounding properties. It will also create a transition from the more dense zoning that is on two sides. We feel there is a need for smaller single family quality homes built in the traditional style.

J. RELATIONSHIP TO THE EXISTING AND ADJACENT LAND USES:

Property to the west is RSF-4. Property to the south is RSF-4. Property to the east is RMF-24. Property to the north is PZD.

K. COMPLIANCE WITH CITY OF FAYETTEVILLE PLAN 2030:

In general, the 2030 plan calls for Residential Neighborhood Area, which encourages traditional neighborhood development that incorporates low-intensity non-residential uses. This development provides single family that will fit and transition from all the surrounding zoning. This development will provide a traditional neighborhood form in close proximity to non-residential services surrounding the neighborhood.

Goal #1 - Appropriate infill and revitalization the highest priority.

This project will add an alternative single family option in the next twelve months in an area that is currently being developed and being built out with low density single family, high density multi-family and commercial.

Goal #2 - Discourage suburban sprawl.

This area is a perfect fit for a higher density single family in an area still under construction.

Goal #3 - Traditional town from the standard.

This development will promote traditional town form and give residents in this neighborhood a chance to live and work in the same area. The houses will be located close to the street with rear access drives as well as alleys.

Goal #4 - Grow a livable transportation network.

With the locations of the businesses and green spaces in relation to the residences, we feel that this development promotes walkability with the project and could reduce the number of vehicles on the road.

Goal #5 - Assemble and enduring green network.

This development will have greenbelt around the site and also propose numerous landscaping within the project. There will also be a park centrally located within the development.

Goal #6 - Create attainable housing.

This development will promote attainable housing and accommodate "workforce families", who significantly impact the city's growing economy.

L. TRAFFIC STUDY:

We feel that the added traffic with this development is minimal in comparison with current traffic counts. The traffic study for the Forrest Hills project to the north will support this conclusion. A slight increase in density at this location will not create an appreciable or undersirable increase in traffic congestion.

M. IMPACTS ON CITY SERVICES:

There are no significant impacts to city services associated with this project. Water and sewer have been addressed in other areas of the booklet. Waste will be managed by each single family dwelling being assigned a plastic trash container in accordance with the City of Fayetteville waste management practices.

N. STATEMENT OF COMMITMENTS:

1) Dedication of Public Facilities

Utility infrastructure will be dedicated to the City of Fayetteville and utility easements will be dedicated by the Final Plat.

2) On or Off-Site Improvements:

The development of on or off-site infrastructure necessary to serve this project shall be completed prior to Final Plat submittal.

3) Natural Resources and Environmentally Sensitive Areas:

There are no known natural resources or environmentally sensitive areas on this site.

Project Phasing Restriction: (see Pg. 3 also)

1) PZD Approval.....March 2013

We will meet the standard times required for final plat approval.
The Final Plat will be submitted as soon as possible after the
improvements have been completed.

4) Fire Protection:

This project will be served by the Fayetteville Fire Department. The closest
station is on Ruggle Road.

5) Other Commitments Imposed by the City:

There are currently no other commitments imposed by the City.

6) Parks, trails, and Open Space Commitments:

There are currently no trees on the property to be protected. The property
to the west of the housing will be designated as a Park/Open Space and
shall be accessible to only residents of Park Hill and maintained by the
P.O.A.

7) Proposed Preliminary Building elevations:

Conceptual architectural elevations are provided at the end of this booklet.

**O. DEVELOPMENT STANDARDS, CONDITIONS, AND REVIEW
GUIDELINES:**

1) Screening and Landscaping:

We will retain or improve the greenbelt around the perimeter of
the single family area to the west. A privacy fence will be added
to the west as well. The individual homes shall be subject to the
requirements of Chapter 177: Landscape regulations.

2) Traffic and Circulation:

One curb cut for a "one-way" drive is proposed off of Mtn. Ranch Blvd.
and another curb cut for a "Two-way" drive proposed off of
Providence Street to the south. This method of access complies with
access management standards by the City of Fayetteville. Rear alleys
(private) will be installed to access these houses.

3) Parking Standards:

All parking will be in the rear of the units and will be accessed from the rear private alley as shown on the conceptual site plan.

4) Perimeter Treatment:

Perimeter fencing and greenbelt will be provided to the south, west and north along Mt. Ranch Boulevard.

5) Sidewalks:

Sidewalks will be designed and constructed along all adjacent public streets.

6) Street Lights:

No additional street lights will be added

7) Water:

Water lines will be designed and constructed in accordance with the City of Fayetteville Water & Sewer Specifications.

8) Sewer:

Sewer lines will be designed and constructed in accordance with the City of Fayetteville Water & Sewer Specifications.

9) Streets and Drainage:

No new Streets are being proposed and drainage will be handled with the Existing plan for Mt. Ranch Phase 1.

10) Construction of Non-Residential Facilities:

There are no non residential areas directly serving the proposed residents.

11) Tree Preservation:

There are no trees on the property at this time.

12) Architectural Design Standards:

Conceptual architectural pictures are provided at the end of this booklet. Cobblestone Homes has built approximately 30 homes in Mt. Ranch Phase 1 and the construction of Park Hill will be similar in fashion. All

Dwellings shall front onto the adjacent public street.

13) Signage:

Signage typical for Single-Family residential districts for Park Hill.

14) View Protection:

We are not anticipating that any improvements to this property will impact any view of surrounding properties.

15) Revocations:

The developer understands causes for revocation and will take all measures necessary to avoid revocation.

16) Covenants, Trusts and Homeowner Associations:

The developer will create a property owners association for the purpose of mowing and maintaining the common landscape areas. The developer will prepare protective covenants to establish home building standards.

17) Intent/Purpose of PZD ordinance:

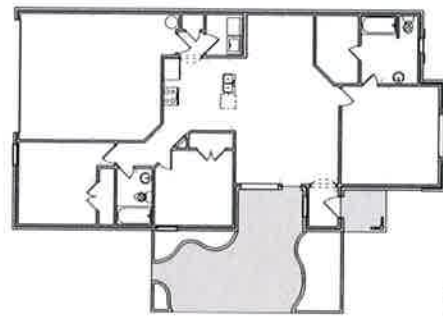
The PZD Ordinance provides this project with the ability to create a planned development. Utilizing PZD allows for slight modifications to traditional setbacks, lot widths, and lot area minimums. The R-PZD Ordinance is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential zone. (City of Fayetteville Zoning Regulations CD161.23(C)). This development encourages a variety and flexibility in land development and land use for predominately residential areas consistent with the city's General Plan and the orderly development of the city. This R-PZD will provide a framework within which an effective relationship of different land uses and activities with surrounding developments.

APPENDIX A

KCP
Kislinger's Custom Plans
www.KCPllc.com
Phone: (770) 414-1414 Fax: (770) 414-1415

Park Hill

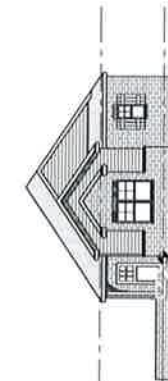
Sheet 46 of 56



4
18' x 14'



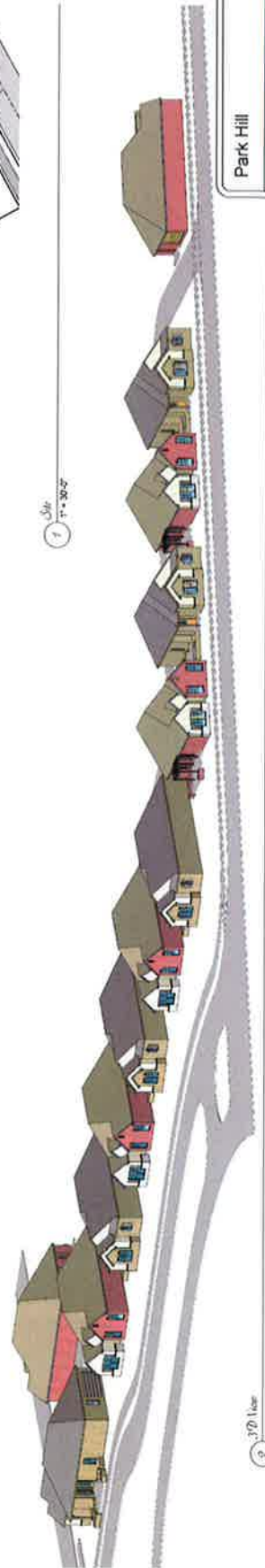
5
18' x 14'



6
18' x 14'



5
18' x 14'



3D
1:50

2010 9 12

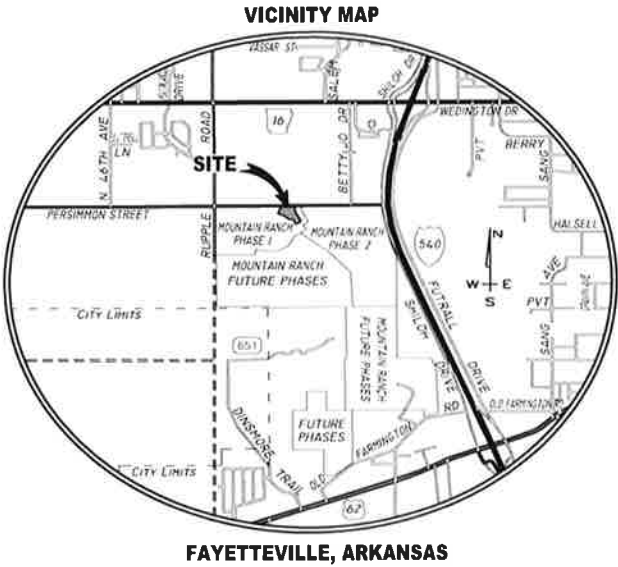












Zoning, Land Use, Replat,
and Preliminary Plat

for

PARK HILL AT MOUNTAIN RANCH

Residential Planned Zonning District

FAYETTEVILLE, ARKANSAS



January 2013

LEGAL DESCRIPTION:

ALL OF LOTS 94, 95, 96, 97 AND 118 AND A PART OF LOTS 87, 88, 89 AND 90 OF MOUNTAIN RANCH SUBDIVISION PHASE 1 AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 87 THENCE S87°34'55"E 377.13 FEET, THENCE ALONG A CURVE TO THE RIGHT 59.18 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CHORD BEARING OF S45°11'51"E 53.93 FEET, THENCE ALONG A CURVE TO THE LEFT 148.16 FEET, SAID CURVE HAVING A RADIUS OF 327.50 FEET AND A CHORD BEARING OF S15°46'23"E 146.90 FEET, THENCE S28°43'59"E 230.79 FEET, THENCE ALONG A CURVE TO THE RIGHT 31.42 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING OF S16°16'01"W 28.28 FEET, THENCE S61°16'01"W 129.91 FEET, THENCE N28°43'59"W 269.34 FEET TO THE NE CORNER OF LOT 91, THENCE N52°21'16"W 108.74 FEET, THENCE N44°14'55"W 95.50 FEET, THENCE N54°19'02"W 199.30 FEET TO THE P.O.B.: CONTAINING 2.27 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

FLOOD PLAIN NOTE:

THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #05143C0205F DATED MAY 16, 2008.

OWNER

CENTENNIAL BANK
8201 Cantrell Road, Suite 140
Little Rock, Arkansas 72227

DEVELOPER

COBBLESTONE HOMES
PO BOX 180428
Fort Smith, Arkansas 72918

PREPARED BY:



JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

124 W. STATE STREET, SUITE 100 • FAYETTEVILLE, ARKANSAS 72701 • (479) 442-9127 • FAX (479) 582-0907

GENERAL PROVISIONS

AUTHORITY

THIS PZD MASTER DEVELOPMENT PLAN IS AUTHORIZED BY SECTION 161 AND 166 PLANNED ZONING DISTRICTS OF THE CITY OF FAYETTEVILLE UNIFIED DEVELOPMENT CODE. THE PROVISIONS OF THIS PZD MASTER DEVELOPMENT PLAN SHALL RUN WITH THE LAND. THE LANDOWNERS, THEIR SUCCESSORS, HEIRS, OR ASSIGNS SHALL BE BOUND BY THIS MASTER DEVELOPMENT PLAN, AS AMENDED AND APPROVED BY THE CITY COUNCIL.

ADOPTION

THE ADOPTION OF THE PZD MASTER DEVELOPMENT PLAN SHALL EVIDENCE THE FINDING AND DECISIONS OF THE FAYETTEVILLE CITY COUNCIL THAT THIS PLANNED ZONING DISTRICT, PARK HILL AT MOUNTAIN RANCH IS IN GENERAL CONFORMITY WITH THE FAYETTEVILLE UNIFIED DEVELOPMENT CODE.

THE PROVISIONS OF THE PZD MASTER DEVELOPMENT PLAN SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF THE PARK HILL AT MOUNTAIN RANCH, PROVIDED, HOWEVER, THAT WHERE THE PROVISIONS OF THIS MASTER DEVELOPMENT PLAN DO NOT ADDRESS A PARTICULAR SUBJECT, THE RELEVANT PROVISIONS OF THE CITY OF FAYETTEVILLE UNIFIED DEVELOPMENT CODE, AS AMENDED, OR ANY OTHER APPLICABLE RESOLUTIONS OR REGULATION OF THE CITY OF FAYETTEVILLE.

ENFORCEMENT

TO FURTHER THE MUTUAL INTEREST OF THE RESIDENTS, OCCUPANTS, AND OWNERS OF THE PZD MASTER DEVELOPMENT PLAN AND OF THE PUBLIC IN THE PRESERVATION OF THE INTEGRITY OF THE PLAN, THE PROVISIONS OF THIS PLAN RELATING TO THE USE OF LAND, STATEMENT OF COMMITMENTS, DEVELOPMENT AND ARCHITECTURAL STANDARDS, AND THE LOCATION OF COMMON OPEN SPACE SHALL RUN IN FAVOR OF THE CITY OF FAYETTEVILLE AND SHALL BE ENFORCEABLE AT LAW OR IN EQUITY BY THE CITY WITHOUT LIMITATION ON ANY POWER OR REGULATION OTHERWISE GRANTED BY LAW.

CONFLICT

WHERE THERE IS MORE THAN ONE PROVISION WITHIN THE PZD MASTER DEVELOPMENT PLAN THAT COVERS THE SAME SUBJECT MATTER, THE PROVISION WHICH IS MOST RESTRICTIVE OR IMPOSES HIGHER STANDARDS OR REQUIREMENTS SHALL GOVERN UNLESS DETERMINED OTHERWISE BY THE ZONING AND DEVELOPMENT ADMINISTRATOR.

MAXIMUM LEVEL OF DEVELOPMENT

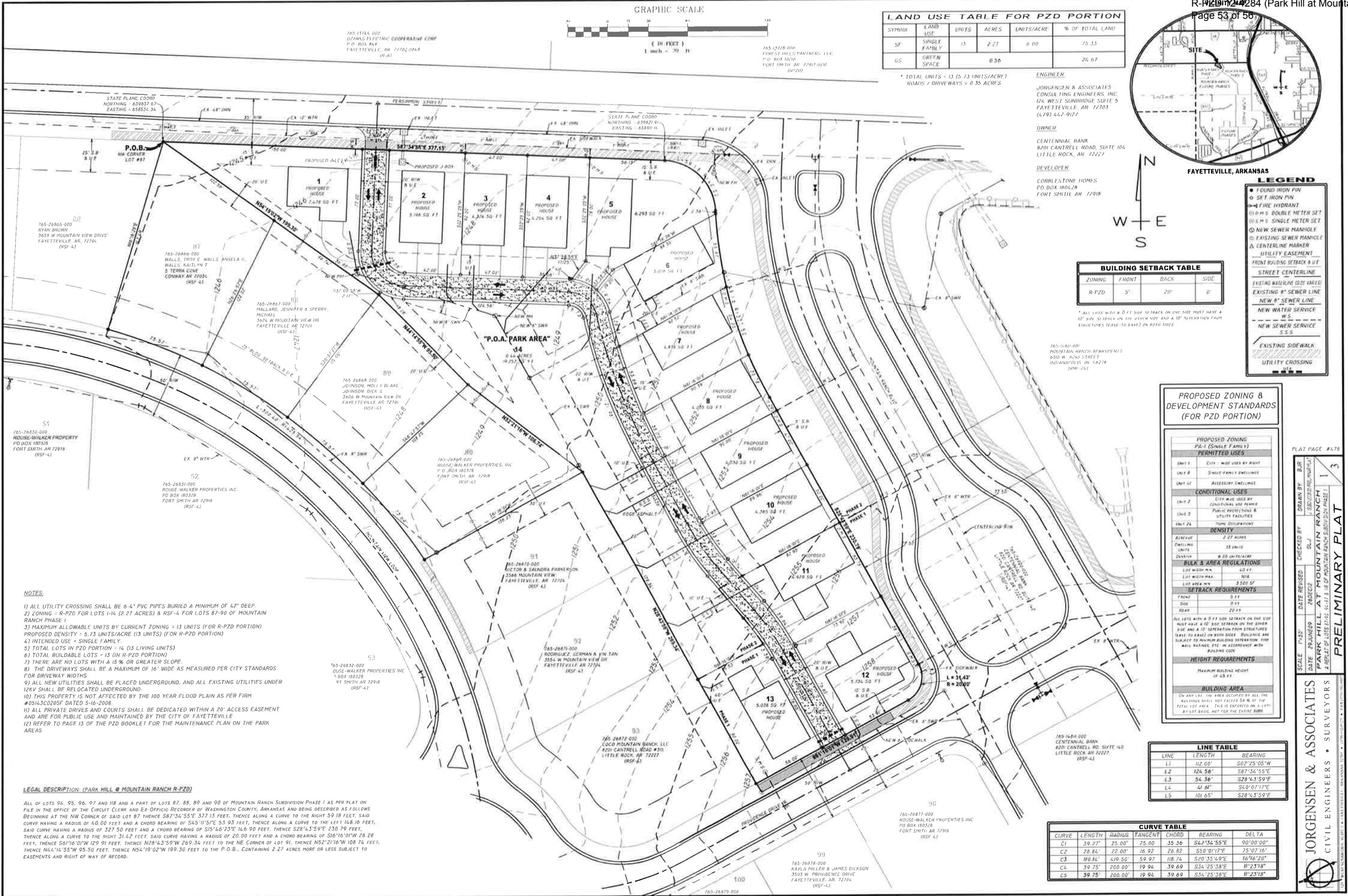
THE TOTAL NUMBER OF DWELLINGS OR THE TOTAL COMMERCIAL, BUSINESS, OR INDUSTRIAL INTENSITY APPROVED FOR DEVELOPMENT WITHIN THE PLANNING AREAS IS THE MAXIMUM DEVELOPMENT REQUESTED FOR PLATTING OR CONSTRUCTION. THE ACTUAL NUMBER OF DWELLINGS OR LEVEL OF DEVELOPMENT FOR COMMERCIAL, BUSINESS, OR INDUSTRIAL PROPERTIES MAY BE LESS DUE TO SUBDIVISION OR SITE IMPROVEMENT PLAN REQUIREMENTS OR OTHER REQUIREMENTS OF THE CITY COUNCIL.

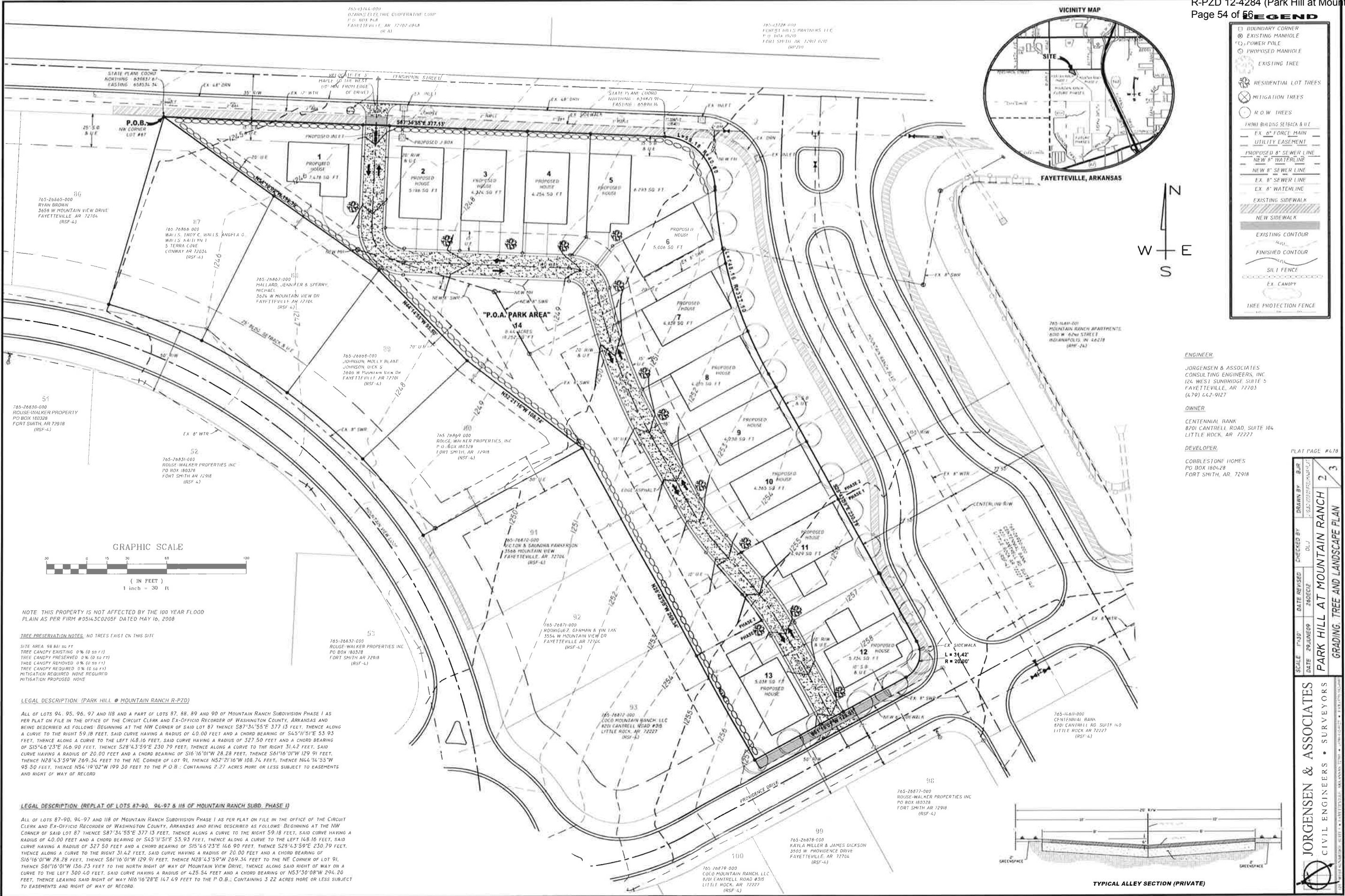
PROJECT TRACKING

AT THE TIME OF SUBDIVISION FINAL PLAT OR LARGE SCALE DEVELOPMENT THE APPLICANT SHALL PROVIDE A SUMMARY OF THE DEVELOPMENT, TO DATE, TO THE PLANNING DIVISION, IN ORDER TO ASSURE MAXIMUM DEVELOPMENT LIMITS ARE NOT EXCEEDED.

INDEX OF SHEETS

- COVER SHEET
1 PRELIMINARY PLAT
2 GRADING, TREE & LANDSCAPE PLAN
3 GRADING, TREE & LANDSCAPE NOTES





ENGINEER

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

OWNER

CENTENNIAL BANK
8701 CANTRELL ROAD, SUITE 104
LITTLE ROCK, AR 72277

DEVELOPER

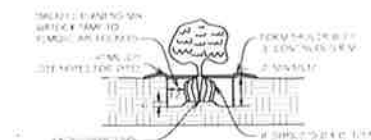
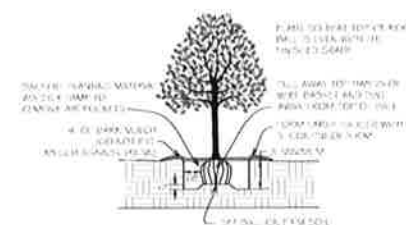
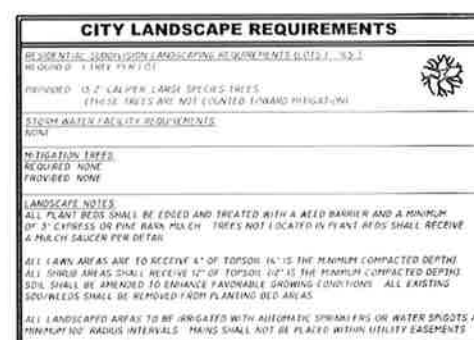
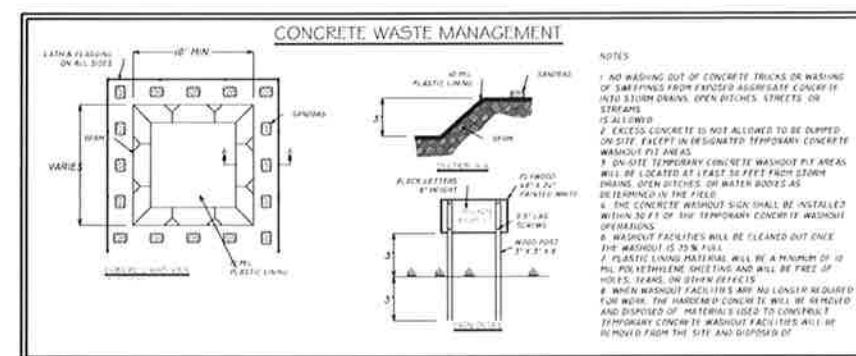
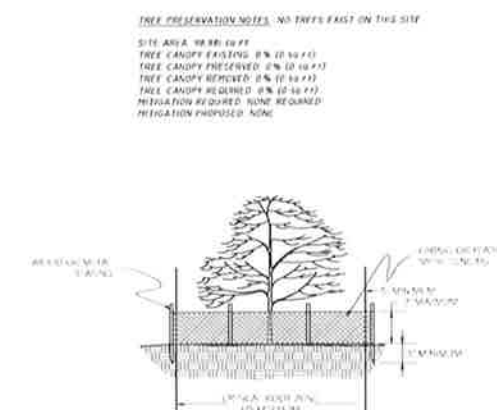
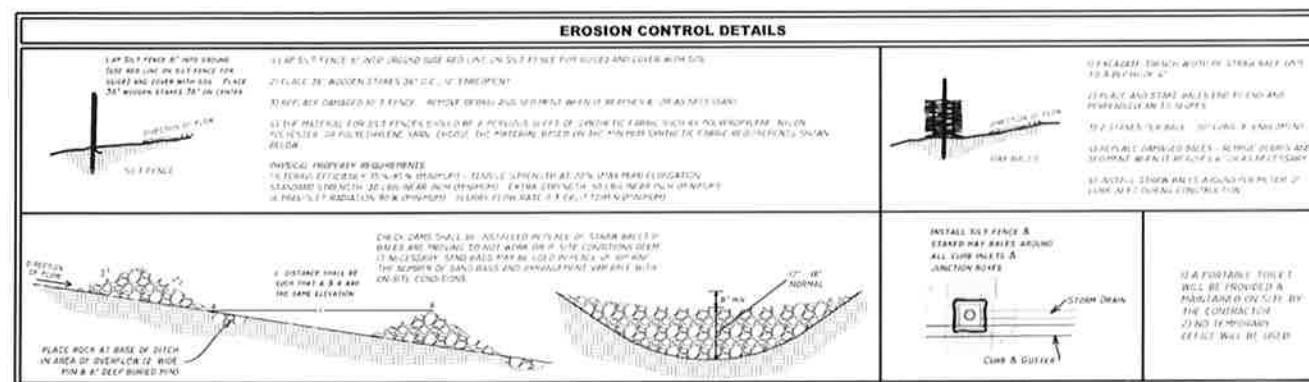
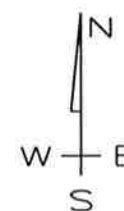
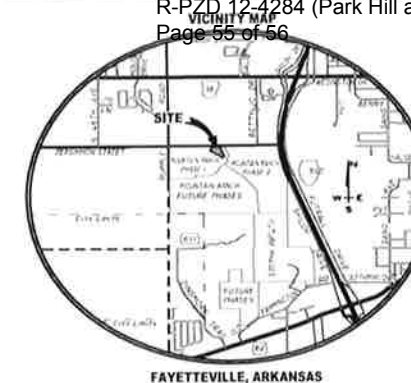
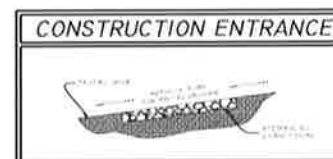
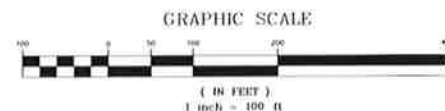
COBBLESTONE HOMES
PO BOX 180428
FORT SMITH, AR 72918

PLAT PAGE #478

SCALE	DATE	DATE REVISED	CHECKED BY	DRAWN BY
1"=30'	2/20/2009	2/20/2009	D.L.J.	J.S.P./J.R.F./M.A.P.
PARK HILL AT MOUNTAIN RANCH				
GRADING, TREE AND LANDSCAPE PLAN				

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

TYPICAL ALLEY SECTION (PRIVATE)



- DOI: 10.1002/eqm2

- [illegible]

15. BEFORE THE FENCES SHALL BE INSTALLED, WORK TO THE REAR OF ANY NEAR PROPERTY LINE SHALL BE COMPLETED. CONTRACTORS SHALL MAINTAIN ACCESS TO THE ADJACENT PROPERTY AT ALL TIMES.
16. CONTRACTORS SHALL PROVIDE A MINIMUM 10% GRADE TO THE REAR OF ANY NEAR PROPERTY LINE TO MAINTAIN A MINIMUM 10% GRADE TO THE REAR OF ANY NEAR PROPERTY LINE.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE FENCES AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE FENCES.
18. ANY DAMAGE TO THE FENCES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE FENCES.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE FENCES AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE FENCES.

- LANDSCAPE NOTES
- PLANTED TREES TO CONSIST OF
MAPLE OR RED PINE OAK
- ALL TREES SHALL BE 2" 3" DBH AT TIME OF PLANTING
- PLANTED SHRUBS TO CONSIST OF
2-GAL BOXWOOD
1-GAL CLUSTER NANDINE
4" TO 6" EVERGREEN SHRUBS
- ALL PLANT BEDS SHALL BE EDGED AND TIE-BAID WITH A WEED BARRIER AND A MINIMUM OF 4" EXCESS OR CLEAR RAIN. TREES NOT LOCATED IN PLANT BEDS SHALL RECEIVE A MULCH BARRIER PER DETAIL
- NOTE: ALL LANDSCAPED AREAS TO BE IRRIGATED WITH AUTOMATIC SPRINKLERS OR WATER SPOUTS AT MINIMUM 90' RADIUS INTERVALS
- LANDSCAPED STREET TREES LOCATED ON LOTS SHALL BE PLANTED BEFORE FINAL CERTIFICATE OF OCCUPANCY IS ISSUED
- ALL LANDSCAPE TREES PLANTED TO MEET STREET TREE MITIGATION TREE OR LANDSCAPE (OVER REQUIREMENTS) MUST BE SINGLE STEM, MINIMUM 2" CALIBER TREE

- ### LANDSCAPE NOTES

- PLANTED TREES TO CONSIST OF:
MAPLE OR RED PINE GIN
- ALL TREES SHALL BE 2" 3" DBH AT TIME OF PLANTING.
- PLANTED SHRUBS TO CONSIST OF:
2 GAL. BURNING
1 GAL. CLAYTONIA
6" TO 8" EVERGREEN SHRUBS
- ALL PLANT BEDS SHALL BE LOGGED AND TREATED WITH A WEED BARRIER, AND
A MINIMUM OF 4" EXPOSED OF CLEAR BARK. TREES NOT LOCATED IN PLANT BEDS
SHALL RECEIVE A MULCH BARRIER PER DETAIL.
- NOTE: ALL LANDSCAPED AREAS TO BE IRRIGATED WITH AUTOMATIC SPRINKLERS ON
WATER SPOOTS AT MINIMUM 10' RADIUS INTERVALS.
- LANDSCAPED STREET TREES LOCATED ON LOTS SHALL BE PLANTED BEFORE FINAL
CERTIFICATE OF OCCUPANCY IS ISSUED.
- ALL LANDSCAPE TREES PLANTED TO MEET STREET TREE MITIGATION TREE
OR LANDSCAPE TREE REQUIREMENTS MUST BE SINGLE TREE, MINIMUM 2" CALIBER TREE

- GRADING PLAN NOTES

- 1) ALL GRADES ARE AS INDICATED BY CONTOURS.
- 2) CUTS AND FILLS ARE AS INDICATED BY FINISHED CONTOURS AND SPOT ELEVATIONS. SLOPES SHALL NOT EXCEED 3:1 UNLESS ADDITIONAL SLOPE REPAIR IS PROPOSED AND APPROVED BY THE PROJECT ENGINEER AND THE CITY OF FAYETTEVILLE ENGINEERING DEPARTMENT.
- 3) GRADING WILL BE LIMITED TO THE EXTENTS OF THE PROPOSED CONTOURS.
- 4) ALL DISTURB AREAS SHALL BE SEEDDED.
- 5) IF EXCESSIVE DUST BECOMES A PROBLEM, A PLAN FOR WATERING HEAVILY TRAVELED AREAS WILL BE SUBMITTED TO THE CITY ENGINEER BY THE CONTRACTOR.
- 6) ALL FINISHED SLOPES ARE AS SHOWN BY THE FINISHED CONTOURS.
- 7) ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY GRADING ACTIVITY. DURING CONSTRUCTION, SILT FENCE SHALL BE PLACED AROUND ALL INLETS AND JUNCTION BOXES UNTIL LIDS ARE CAST TO PREVENT SILT FROM ENTERING IN BOXES AND PIPES. SLOPE PROTECTION BALES ARE TO BE PLACED AROUND ALL INLET OPENINGS UNTIL ALL DISTURBED AREAS ON SITE HAVE BEEN STABILIZED WITH GROUND COVER.
- 8) THERE ARE NO KNOWN EROSION PROBLEMS ON THIS SITE OR THE PROPERTY DOWNSTREAM.
- 9) TREE PRESERVATION MEASURES AND EROSION CONTROL MEASURES AS OUTLINED BY THIS PLAN SHALL BE IN PLACE AND INSPECTED BY THE CITY OF FAYETTEVILLE PRIOR TO ANY CONSTRUCTION.
- 10) ALL AREAS WHICH RECEIVE CONCENTRATED RUNOFF SHALL BE STABILIZED WITH HAY BALES.
- 11) ALL IMPORTED FILL SHALL BE FREE OF ROCKS GREATER THAN 12 INCHES IN DIAMETER AND ANY DETRIMENTAL ORGANIC MATERIAL OR REFUSE DEBRIS.
- 12) FILL SHALL NOT BE PLACED ON EXISTING SLOPES WITH A GRADE STEEPER THAN 15 % UNLESS KEYED INTO STEPS IN THE EXISTING GRADE AND THOROUGHLY STABILIZED BY MECHANICAL COMPACTION.
- 13) FILL BEDS SHALL HAVE AMENDED SOILS TO INSURE THE HEALTH OF THE PLANT MATERIALS.



Bates & Associates, Inc.

Civil Engineering & Surveying

91 W. Colt Square Dr. Suite 3 / Fayetteville, AR 72703
PH: 479-442-9350 * FAX: 479-521-9350

C. 4
Casey's Appeal
Page 1 of 56

RECEIVED

MAR 14 2013

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

March 14, 2013

City Council
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Casey's on Wedington City Council Appeal from Planning Commission

Dear Aldermen,

Casey's General Store is proposing a site on the corner of Wedington Drive and Futrall Drive. The project will consist of a convenience store, parking lot and 16 pumps. The site is zoned C-2 and there is a home and a closed auto repair shop currently located on the site.

Our request to the Planning Commission on March 10th was denied due to tree preservation requirements. We have amended the tree preservation plan and saved more of the trees as requested by the Urban Forester.

In addition, a right turn only was requested off of Wedington Drive. The planning department did not feel it was restrictive enough. In our most recent submittal to the City Council we've created a smoother turn off of Wedington Drive and made the entrance more restrictive for eastbound travelers.

If you have any questions or require additional information, please feel free to call.

Sincerely

Bates & Associates, Inc.

Geoffrey H. Bates, P.E.
President of Engineering

RESOLUTION NO. _____

A RESOLUTION TO GRANT THE APPEAL AND APPROVE A LARGE SCALE DEVELOPMENT (LSD-4295) FOR CASEY'S GENERAL STORES, INC.

WHEREAS, the City Council has heard the appeal of Casey's General Stores, Inc and determined that its proposed Large Scale Development should be approved to allow the right in only from Wedington as shown on its plat and to allow the tree preservation/mitigation as proposed to satisfy the Tree Ordinance requirements.

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 grants the appeal of Casey's General Stores, Inc. and approves the attached Large Scale Development and its plat with all of the other conditions required by the Planning Commission.

PASSED and APPROVED this 2nd day of April, 2013.

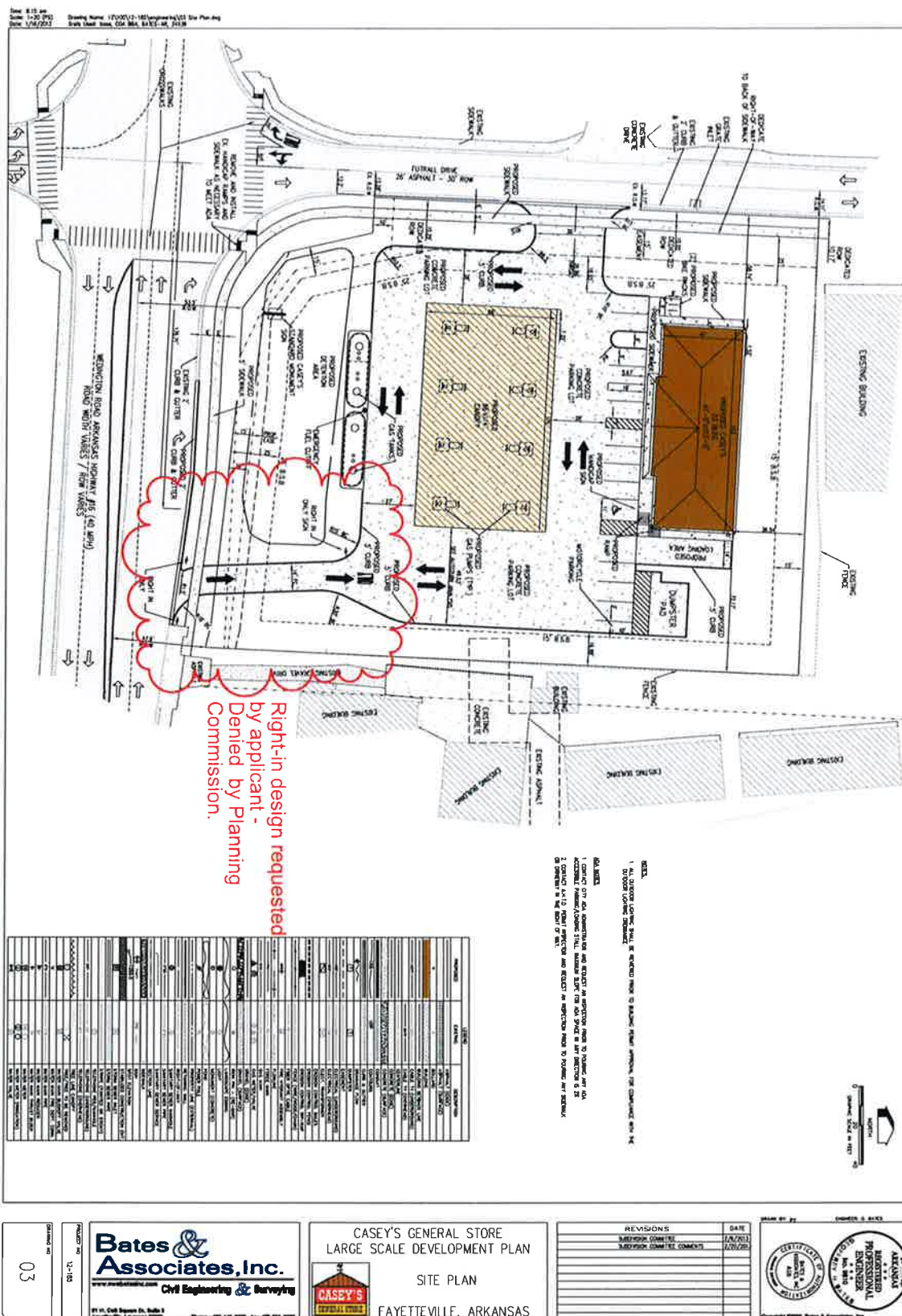
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

March 11, 2013 Planning Commission





[illegible]

PROPOSED

PROPERTY USE:

CONCRETE CURB AND GUTTER
HOCK CONDUIT
WATER CONDUIT
WATER
DRAIN PIPE

CAT WITH

UNIDENTIFIED MATERIAL

[illegible][illegible]

[illegible]



PC Meeting of March 11, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
Glenn Newman, Staff Engineer
THRU: Jeremy Pate, Development Services Director
DATE: ~~March 5, 2013~~ Updated March 19, 2013

LSD 12-4295: Large Scale Development (2530 W. WEDINGTON RD./CASEY GENERAL STORE, 402): Submitted by BATES AND ASSOCIATES for property located at 2530 WEST WEDINGTON ROAD. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 1.54 acres. The request is for 4,223 square foot convenience store with associated parking.
Planner: Jesse Fulcher

Findings:

March 11, 2013 Planning Commission: The Planning Commission made a motion to approve a modified right-in only design with final design approval required from the Arkansas Highway and Transportation Department and City Engineer. The motion failed with a vote of 3-5-0. The Planning Commission then made a motion to approve the large scale development as requested by the applicant, finding in favor of the right-in design and tree preservation plan. The motion failed with a vote of 3-5-0.

Property and background: The subject property is located at the northeast corner of Wedington Drive (Hwy 16) and Futrall Drive, and is within the I-540 Design Overlay District. The property is currently developed with an existing repair shop and single-family home. The Planning Commission reviewed a large scale development proposal for the development of a Kum & Go convenience store in 2011. The project was tabled by the applicant and never voted on. Surrounding land use and zoning is depicted on *Table 1*.

SURROUNDING LAND USE AND ZONING:

Direction from Site	Land Use	Zoning
North	Office	R-O, Residential Office
South	Undeveloped	C-2, Thoroughfare Commercial
East	Multi-family	RMF-24, Residential multi-family
West	Commercial	C-2, Thoroughfare Commercial

Request: The applicant requests large scale development approval to construct a 4,223 sq. ft. convenience store and gas pump canopy.

Water and Sewer System: The property has access to existing public water and sewer services.

Adjacent streets and right-of-way: This site is adjacent to the signalized intersection of Wedington Drive (HWY 16), a principal arterial street, and Futrall Drive, a local street.

Street Improvements: Both of the adjacent streets have been improved, and therefore staff is recommending that the existing sidewalk along Wedington Drive be relocated to the right-of-way line and continued along Futrall Drive to the north property line. To accommodate increased traffic flow exiting the gas station onto Futrall Drive, and utilizing the signalized intersection at Wedington Drive, staff recommends that Futrall be restriped to accommodate a dedicated right turn lane. Street lights shall be installed at the intersection and every 300' along the property frontage, if none exist.

Tree Preservation:

Existing Canopy: 19.6%	*Preserved Canopy: 4.3%	Required Canopy: 15%
------------------------	-------------------------	----------------------

The Urban Forester is recommending denial of the Tree Preservation Plan. See attached memo from Urban Forester.

Access Management/Connectivity: The subject site is located at the corner of a Wedington Drive (Hwy 16, a principal arterial street) and Futrall Drive (a local street), which is a signalized intersection. The access management ordinance states that access shall be taken from the street with the lower functional classification, Futrall Drive. Where a curb cut must access the arterial street, it shall be located a minimum of 250 feet from a driveway or intersection.

These standards were adopted so that new access to development would not create or contribute to unsafe or congested conditions, especially along arterial roadways. As new access points are created, the potential for vehicle conflicts between through traffic and traffic using the access increases. In addition to decreased safety, poorly designed access points increase congestion and traffic delays.

The applicant's original submittal provided a basic driveway design that did not limit left turn movements. Staff informed the applicant that the access as designed could not be supported, due to concerns with turning conflicts on a busy, high-speed arterial roadway, and that east bound traffic attempting to enter the proposed driveway would block one of the thru lanes and cause vehicles to stack into and through the signalized intersection(s) to the west.

The applicant is now proposing a right-in only driveway. Though this design is different than the previous proposal and that proposed by Kum & Go in 2011, the same concerns exist. East-bound vehicles on Wedington will stop in the through lane and attempt to access the site at this point.

The current request is for a right-in design that requires a variance from the 250' curb-cut separation, as it is approximately 180' from Futrall Drive and approximately 120' from two driveways to the east that serve an existing multi-family complex.

Recommendation: Staff recommends denial of LSD 12-4295 due to the proposed tree preservation plan not meeting the intent of the ordinance (see Urban Forester report attached). Should the Planning Commission recommend approval of the project, the following conditions should be required:

Conditions of Approval:

1. Planning Commission determination of a variance from Chapter 166.08(F), access management and curb-cut separation. City staff, highway department officials (in 2011), and the traffic engineer hired by Kum & Go for a similar proposal have all voiced concerns that eastbound traffic stopping and attempting to access the site from Wedington will result in vehicles stacking through one or both signalized intersections. The current right-in design, though intended to restrict access, continues to allow this dangerous and unnecessary turning movement. A median or similar physical measure on Wedington would physically prohibit left turns and address the concerns with queuing through the intersection. However, highway officials have stated that they will not allow physical measures to be constructed in the state right-of-way.

It is unfortunate that a reasonably designed access, with signage that informs drivers to not turn left into or out of this site, still results in prohibited and dangerous turning movements. One might even ask if prohibiting this curb-cut based on the actions of a few drivers is appropriate. In staff's opinion, it is appropriate to recommend denial of the access as proposed. A small percentage of all drivers may purposefully ignore the posted restrictions, but an equal amount of drivers may also unknowingly attempt to use this access. In either case, all drivers on Wedington will be subject to an increased number of unsafe turning movements, congestion, and delay. These conditions will be generated by a private development at the expense of the general public. And as indicated by the Auto-turn analysis provided by the applicant (page 4 of plans), a direct access to Wedington is not required for their customers or fueling trucks.

For the reasons stated herein, including comments from the Arkansas State Highway Department (2011) and the previous traffic study, staff recommends denial of the proposed variance to allow a right-in on Wedington, finding that this access will increase traffic danger, congestion and delay for the general public. Staff may be able to support a right-out only design, given that the highway department is proposing to extend this west-bound lane across the new bridge. Currently, this is a designated on-ramp lane.

2/14/13: THE SUBDIVISION COMMITTEE RECOMMENDED DENIAL OF A RIGHT-IN/RIGHT-OUT CONCEPT. THE REQUEST IS NOW FOR A RIGHT-IN ONLY.

2. Planning Commission determination of a variance request from Chapter 172.04(E), Parking Lot Design Standards. The applicant has submitted a variance request from the maximum drive aisle width requirement of 24 feet and proposes to utilize a range of drive aisle widths between 27 feet and 49 feet, to accommodate the turning movements of fueling trucks and access to the underground gasoline storage tanks. An Autoturn diagram has been added to the site plan on Sheet 4 of the submitted plat to indicate that the request is justified. *Staff recommends approval of the variance request to exceed the*

maximum drive aisle width of 24 feet as indicated by the Autoturn analysis.

2/14/13: THE SUBDIVISION COMMITTEE RECOMMENDED APPROVAL.

3. Planning Commission determination of a variance request from Chapter 172.04(F)(4), Parking Lot Circulation. The applicant has submitted a variance request from the maximum entrance width requirement of 24' for a driveway entering a local street, to accommodate the turning movements of fueling trucks. An Auto-turn diagram has been added to the site plan on Sheet 4 of the submitted plat to indicate that the request is justified. *Staff recommends approval of the variance request to exceed the maximum driveway width of 24 feet as shown on the Autoturn analysis.*

2/14/13: THE SUBDIVISION COMMITTEE RECOMMENDED APPROVAL.

4. Planning Commission determination of Commercial, Office and Mixed Use Design and Development Standards. *The applicant has updated the west façade of the building adjacent to Futrall Drive since the Subdivision Committee meeting. Staff's only concern with this elevation is the lack of a prominent entryway. Staff recommends that an additional awning be added above the entrance, or other design feature to highlight this entrance.*

2/14/13: THE SUBDIVISION COMMITTEE RECOMMENDED DENIAL. THE WEST ELEVATION HAS BEEN UPDATED SINCE THE SUBDIVISION COMMITTEE MEETING.

5. Planning Commission determination of the Tree Preservation Plan. *The Urban Forester is recommending denial of the project, finding that the plan does not meet the requirements of the Tree Preservation Ordinance and that no justification has been provided for the removal of trees #10-13.*

2/14/13: THE SUBDIVISION COMMITTEE RECOMMENDED DENIAL.

6. Planning Commission determination of street improvements. *Staff recommends the following improvements:*
 - a. *Relocate the sidewalk along Wedington Drive to the right-of-way and remove all old sidewalk and asphalt.*
 - b. *Construct a 5' sidewalk along Futrall Drive at the right-of-way line.*
 - c. *Street lights shall be installed at the intersection and every 300' along the property frontage, if none exist.*
 - d. *Stripe Futrall for a dedicated right-turn lane for southbound vehicles turning right onto Wedington Drive.*

2/14/13: THE SUBDIVISION COMMITTEE RECOMMENDED APPROVAL.

7. Denial of the requested access to Wedington Drive may require significant revisions to the site plan and project layout, and may remove the need for certain dimensional variances. These changes may require a major modification approval from the Planning Commission at a future hearing date, prior to construction plan approval.

8. If approved by the Planning Commission, the driveway accessing Wedington Drive shall be placed in an access easement and filed with the easement plat or by separate document. This easement should permit the adjacent property to the east to utilize the curb-cut on Wedington and have cross access to Futrall.
9. A vegetative screen, as indicated on the submitted landscape plan, shall be installed along the eastern property line to screen the commercial building and parking/driveway areas from the adjacent residential use. A portion of this may be removed if cross-access is provided to the east.
10. Monument style signs are the only permitted freestanding sign in the I-540 Design Overlay District (DOD). The current proposal is for a 10 foot tall sign, which exceeds the maximum height of 6 feet. Electronic message boards (direct lighting) are prohibited in the DOD. A sign permit shall be approved prior to any sign installation.
11. Any fencing shall comply with commercial design and design overlay district standards.
12. All tree preservation, landscape, and fire department conditions included herein shall apply. All revisions shall be addressed prior to construction plan approval.

Standard conditions of approval:

13. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
14. If applicable, a business license shall be obtained prior to opening the business to the public.
15. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
16. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
17. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
18. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. **A note shall be clearly placed on the plat and all construction documents indicating this requirement.**

19. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit.
20. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
21. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
22. Large scale development shall be valid for one calendar year.
23. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
24. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - c. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - d. Project Disk with all final revisions
 - e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
 - f. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Planning Commission action: ☐ Approved ☐ Tabled ☒ Denied

Meeting Date: March 11, 2013

Motion: Hoskins

Second: Cabe

Vote: 3-5-0 Motion to approve failed with Commissioners Winston, Bunch, Cabe, Pennington and Cook voting against. Chesser was not present.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS



PARKS AND RECREATION DIVISION
1455 S Happy Hollow Rd
Fayetteville, AR 72701
P (479) 344-3471 F (479) 521-7714

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

URBAN FORESTRY DIVISION

TREE PRESERVATION AND PROTECTION – Chapter 167

To: Bates and Associates

From: Megan Dale, Urban Forester/Landscape Administrator

CC: Jesse Fulcher, Current Planner

Date: 14 February 2013

Subject: LSD 12-4295: Casey's General Store Subdivision Review Comments

Requirements Submitted:

N	Initial Review with the Urban Forester
Y	Site Analysis Map Submitted
N	Site Analysis Written Report Submitted
N	Complete Tree Preservation Plan Submitted
N/A	Tree Mitigation Form Submitted
N/A	Tree Preservation Waiver Submitted

Canopy Measurements:

Total Site Area (minus Master Street Plan ROW, existing easements, and Dedicated Parkland)	
acres	1.54
square feet	67,000
Existing Tree Canopy (minus existing easements)	
square feet	13,184
percent of site area	19.6%
Tree Canopy Preserved	
square feet	2,901
percent of total site area	4.3%
Tree Canopy Removed (including off-site canopy)	
square feet (7,149 below min + 990 offsite = 8,139)	10,283
percent of total site area	15.3%
Site Percent Min. Canopy Required – Zoning C-2	15%

THE CITY OF FAYETTEVILLE, ARKANSAS

Mitigation: Required -

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft2)	Number of 2" caliper trees to be planted
8,139 ft2	High Priority	218	37
ft2	Mid Priority	290	
ft2	Low Priority	436	
Total Mitigation			37

Tree Escrow (at \$675 per tree) equivalent of \$25,715

Mitigation Type Requested:

☒ On-Site ☐ Off-Site ☐ Tree Escrow ☐ Not Requested Yet

Mitigation Type Requested Approved: ☐ YES ☒ NO

TREE PROTECTION PLAN CHECKLISTS AND COMMENTS:

Plan Checklist:

NA = not applicable

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

The Site Analysis Plan [167.04(H)(1)]

Tech Plat	SD	PC	Site Analysis Plan Components
Y	Y	N/A	5 year aerial check on existing trees
Y	Y	N/A	Property Boundary
Y	Y	N/A	Natural Features 100ft beyond property line shown
Y	Y	N/A	Existing Topography with slopes $\leq$ 15% highlighted
Y	Y	N/A	Soils
Y	Y	N/A	Significant Tree(s): 24", 18" and 8" DBH
Y	Y	N/A	Table listing Sig. Trees with species, size, health, priority
Y	Y	N/A	Grouping of Trees: all other trees that do not meet significant requirements
Y	Y	N/A	Table listing Grouped Trees with average species, size, health, priority
Y	Y	N/A	All existing utilities
N/A	N/A	N/A	All perennial and intermittent streams with approximate center line
N/A	N/A	N/A	Floodplains/Floodways
Y	Y	N/A	Existing street, sidewalk or bike path ROW
N	N	N/A	Submitted Site Analysis Plan

THE CITY OF FAYETTEVILLE, ARKANSAS

The Analysis Plan Report [167.04(H)(4)]

Tech Plat	SD	PC	Analysis Plan Report Components
N	N	N/A	Detail Design Approaches used to minimize damage to OR removal of existing canopy
N	N	N/A	Justification for removal of individual or groupings of trees/canopy
Y	Y	N/A	Details providing information on on-site mitigation OR off-site alternatives
N	N	N/A	Submitted Analysis Report

Tree Preservation Plan [167.04(H)(2)]

Tech Plat	SD	PC	Tree Preservation Plan Components
Y	Y	N/A	Shows ALL Proposed Site Improvements
Y	Y	N/A	Delineates trees/canopy to be preserved and removed
Y	Y	N/A	Delineates existing and proposed grading
Y	Y	N/A	Depict limits of soil disturbance
			Detail methods that will be used to protect trees during construction:
Y	Y	N/A	1. Tree Protection Fencing
Y	Y	N/A	2. Limits of Root Pruning
Y	Y	N/A	3. Traffic flow on work site
N	N	N/A	4. Location of material storage
Y	Y	N/A	5. Location of concrete wash out
Y	Y	N/A	6. Location of construction entrance/exit
N	N	N/A	Location of ALL existing and new utility/drainage easements

To Subdivision Committee:

1. This application is recommended for DENIAL.
2. No justification in Analysis Report or Plan has been provided to remove Trees #10-13. The site design could be modified to shift the building and pump canopy to provide the following Tree Preservation Numbers.
Removed: 7333 – 10.9%
Preserved: 5851 – 8.7%
Mitigation: 4199 + 990 offsite = 5189 = 24 trees

Conditions of Approval:

3. Address all redlines and items above marked with "N."
4. Show demo of shed on Tree Preservation Plan. Add note that has vertical planking on Tree #3 and #4. Provide detail. Add note about depth of asphalt removal so that roots are not damaged.
5. Show all utilities on plan. Move gas line and required easement / construction buffer out of tree preservation area.
6. Prior to Building Permit approval, all required landscaping will require a performance bond and a completed Landscape Surety Form. Submit a landscape estimate for review at time of construction plan review.
7. Prior to Certificate of Occupancy, a 3-year Maintenance Plan must be submitted with a 3-year surety (letter of credit, bond or cash) and completed Landscape Surety Form.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS



PARKS AND RECREATION DIVISION
1455 S Happy Hollow Rd
Fayetteville, AR 72701
P (479) 441-1471 F (479) 521-7714

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

URBAN FORESTRY DIVISION

LANDSCAPE REGULATIONS – Chapter 177

To: Bates and Associates

From: Megan Dale, Urban Forester/Landscape Administrator

CC: Jesse Fulcher, Current Planner

Date: 14 February 2013

Subject: LSD 12-4295: Casey's General Store Subdivision Review Comments

Applicable Requirements:

Y	Site Development & Parking Lot Standards
Y	Street Tree Planting Standards
Y	Stormwater Facilities

Plan Checklist:

Y= submitted by applicant
N=required by City Code but not included on submitted plan
NA= not applicable

Tech Plat	SC	PC	All Landscape Plans
Y	Y	NA	Irrigation <i>notes either automatic or hose bib 100' o.c.</i> (177.03A.7.g & 177.04.B.3.a)
Y	Y	NA	Species of plant material identified (177.03.A.7.d & e)
Y	Y	NA	Size of plant material at time of installation indicated minimum size 2" caliper for trees and 3 gal. shrubs (177.03.A.7.b & c)
Y	Y	NA	Soil amendments <i>notes include that soil is amended and sod removed</i> (177.03.C.6.b)
Y	Y	NA	Mulch <i>notes indicate organic mulching around trees and within landscape beds</i> (177.03.C.6.c & d)
N	N	NA	LSD and Subdivisions plans stamped by a licensed Landscape Architect, others by Landscape Designer (177.03.B)
Y	Y	NA	Planting bed contained by edging (177.03.C.6.f)
Y	Y	NA	Planting details according to Fayetteville's Landscape Manual (177.03.C.6.g)

THE CITY OF FAYETTEVILLE, ARKANSAS

Tech Plat	SC	PC	Site Development & Parking Lot Standards
Y	Y	NA	Wheel stops/ curbs (177.04.B.1)
N	Y	NA	Interior landscaping (177.04.C) <i>Narrow tree lawn (8' min width, 37.5' min length/ 1 tree per 12 spaces) OR Tree island (8' min. width, 18.7' min. length/1 tree per 12 spaces) All parking lot trees must be deciduous (177.04.C.3)</i>
Y	Y	NA	Placement of Trees (177.04.C.2) <i>Either side at points of access (entrance/exit)</i>
N	Y	NA	Perimeter landscaping (177.04.D) <i>Side and rear property lines (5' wide landscaped) Front property line (15' wide landscape) (177.04.D.2.a) Shade trees planted on south and west sides of parking lots (177.04.D.2.e) Parking lot adjacent to R.O.W.- continuous row planting of shrubs - 50% evergreen. Remaining landscaping to be ground cover and / or turf.) (177.04.D.4a) NOTE: Shade trees are described in street tree planting standards</i>
			Street Tree Planting Standards (time of F.P. or permit) (177.05)
NA	NA	NA	Residential Subdivisions- 1 large species shade tree/ lot tree planted within R.O.W. if possible
Y	Y	NA	Nonresidential Subdivision- 1 large species shade tree/30 L.F. tree planted within 15-25' greenspace
NA	NA	NA	Urban Tree Wells-urban streetscape only- 8' sidewalk , trees every 30 L.F. (177.05.B.3.a-f)
NA	NA	NA	Structural Soil-if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan
NA	NA	NA	Timing of planting indicated on plans (subdivisions only) (177.05.A.4)
NA	NA	NA	Written description of the method for tracking plantings (177.05.A.4.e)
Y	Y	NA	Plan contains 3-year Maintenance and Monitoring Agreement. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. (177.05.A.2.e)
Tech Plat	SC	PC	Stormwater Facilities (time of F.P. or permit) (177.06.A – C)
N	NA	NA	1 deciduous or evergreen tree/ 3000 square feet
N	NA	NA	4 large shrubs or small trees (3 gal) / 3000 square feet
Y	NA	NA	6 shrubs or grasses (1 gal) / 3000 square feet
Y	NA	NA	Ground cover unless seed or sod is specified
Y	NA	NA	50% of facility planted with grass or grass like plants

Landscape Requirements Table		
37	Mitigation Trees	3-year bond required
16	Street Trees	3-year bond required
1	Parking Trees	
3	Detention Large Trees	
12	Detention Small Trees / Large Shrubs	
18	Detention Small Shrubs	

THE CITY OF FAYETTEVILLE, ARKANSAS

To Subdivision Committee:

1. Variance #4 requests that additional landscaping be used along the west elevation to screen. No additional planting is for screening is shown.

Conditions of Approval:

2. Address all items above marked with "N" and redlines.
3. Update Landscape Requirements Table.
4. Mitigation tree type requests do not match Landscape Plans.
5. Move large species Street Trees 20' from overhead powerline.
6. Leyland Cypress and White Pine have not been tolerating drought, insect or disease. Choose another species. Consider the native Eastern Red Cedar.
7. Prior to Building Permit approval, all required landscaping will require a performance bond and a completed Landscape Surety Form. Submit a landscape estimate for review at time of construction plan review.
8. Prior to Certificate of Occupancy, a 3-year Maintenance Plan must be submitted with a 3-year surety (letter of credit, bond or cash) and completed Landscape Surety Form.
9. Landscape Architect of record shall inspect site and direct Contractor to make changes to meet Approved plans and details prior to Urban Forester Certificate of Occupancy inspection. No changes to the approved landscape plan may be made without Urban Forester approval.



THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

To: Jesse Fulcher, Current Planner

March 4, 2013

From: Glenn Newman, P.E.
Staff Engineer

Re: Plat Review Comments (March 11, 2013 Planning Commission)

Development: LSD 12-4295 Casey's – Wedington Drive

Engineer: Bates & Associates, Inc.

Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.
3. Prior to engineering approval of the **building permit**, either the required public improvements must be installed and accepted, or performance bonds in the amount of 150% of the construction cost for all public improvements must be submitted, accompanied by a unit price estimate approved by the Engineering Division.

Plan Comments:

1. Staff is not in support of the entrance off Wedington Drive without a physical barrier installed in the highway to prevent left turns from the east bound traffic – remove from plan.
2. Adjustments to the inlet design may be necessary to ensure 100% capture to direct flow to detention pond. Adding extensions and adjusting grade of gutter to be above 100 yr WSE.

Drainage Report Comments:

1. The Underground Detention Model is not approved and has not been re-designed since Subdivision Committee. The area draining to the detention pond shown in the drainage area map does not match the calculations. Additional information requested to support CN and Manning "n" used in the report.
2. In general the AHTD storm drain network is not designed to convey the 100 yr storm events, therefore, there may be downstream capacity issues. The downstream network must be modeled to verify the HGL of the network is less than the HGL of the detention for each storm event. Offsite improvements are anticipated or the detention shall be designed to meet downstream capacity.
3. Gutter and downspouts must be designed to convey the 100 yr flow.

Standard Construction Comments:

THE CITY OF FAYETTEVILLE, ARKANSAS

1. The engineer of record shall provide "Full Time" inspection for utilities and "Part Time" inspection for the storm drainage and roadway construction for this project. The engineer of record shall also review and approve material submittals (approved submittals shall be submitted to the City for concurrence before material is ordered)— weekly inspection reports should be submitted to the City of Fayetteville's public works inspector.
2. 2012 Standard Water & Sanitary Sewer Specifications & Details apply. (Document available at www.accessfayetteville.org/government/engineering)
3. Demolition shall not begin until the appropriate erosion control measures and required tree preservation fencing are installed
4. Prior to obtaining a Certificate of Occupancy, or Temporary Certificate of Occupancy, the following items must be performed or provided to the satisfaction of the Engineering Department:
 - The work shown on the civil site package must be complete and the items on the final punch list completed.
 - Vegetation must be established in accordance with Section 169.06 of the UDC and perimeter controls removed.
 - One (1) set of as-built drawings of the complete project (excluding details) as a hard copy and in Tiff or PDF format;
 - Public infrastructure and services shall be surveyed after installation in relation to easements, property lines, and rights-of-way.
 - Professional surveyor shall provide stamp drawings specifically identifying the limits of as-built survey performed.
 - More than 2 ft deviation of design alignment shall require new easement dedication or adjustment of the utility/storm drain.
 - Unit price construction costs and a single 2 year maintenance bonds in the amount of 25% of the public improvements have been provided to the city;
 - Certification that the streets, sidewalk, storm sewer, water, fire line, and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
 - Certification that the designed retaining walls were installed per approved plans and City of Fayetteville requirements;
 - Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
 - Surveyor's Certification of Compliance for monuments and property pins.
 - The As- Built Final Drainage Report in PDF format.



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

SOLID WASTE AND RECYCLING

1560 S. Happy Hollow Road

Fayetteville, AR 72701

P (479) 575-8398 F (479) 444-3478

3/5/13

Geoffrey Bates P.E.
Bates and Associates
91 W. Colt Square Dr.
Fayetteville, AR. 72703
(479) 442-9350

RE: 12-4295

Mr. Bates,

The enclosure for this development should be sized at 30' wide and 12' deep. Please provide dimensions on the site plan and provide architectural plans to ensure serviceability of the enclosure. The other issue I have is that there seems to be parking in front of the enclosure which could cause a service issue if there was a car sitting in a parking space when we tried to service the enclosure.

Please contact me at 479-575-8397 or jdrummond@ci.fayetteville.ar.us if you have any questions.

Sincerely,

Jason Drummond
Commercial Sales Representative
Fayetteville Solid Waste and Recycling



Bates & Associates, Inc.

Civil Engineering & Surveying

91 W. Colt Square Dr. Suite 3 / Fayetteville, AR 72703
PH: 479-442-9350 * FAX: 479-521-9350

January 15, 2013

Planning Staff
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Casey's – Wedington variance request

Dear Planning Staff,

Casey's General Store is proposing a site on the corner of Wedington Drive and Futrall Drive. The project will consist of a convenience store, parking lot and 16 pumps. The site is zoned C-2 and there is a home and a closed auto repair shop currently located on the site.

Casey's would like to request the following variances:

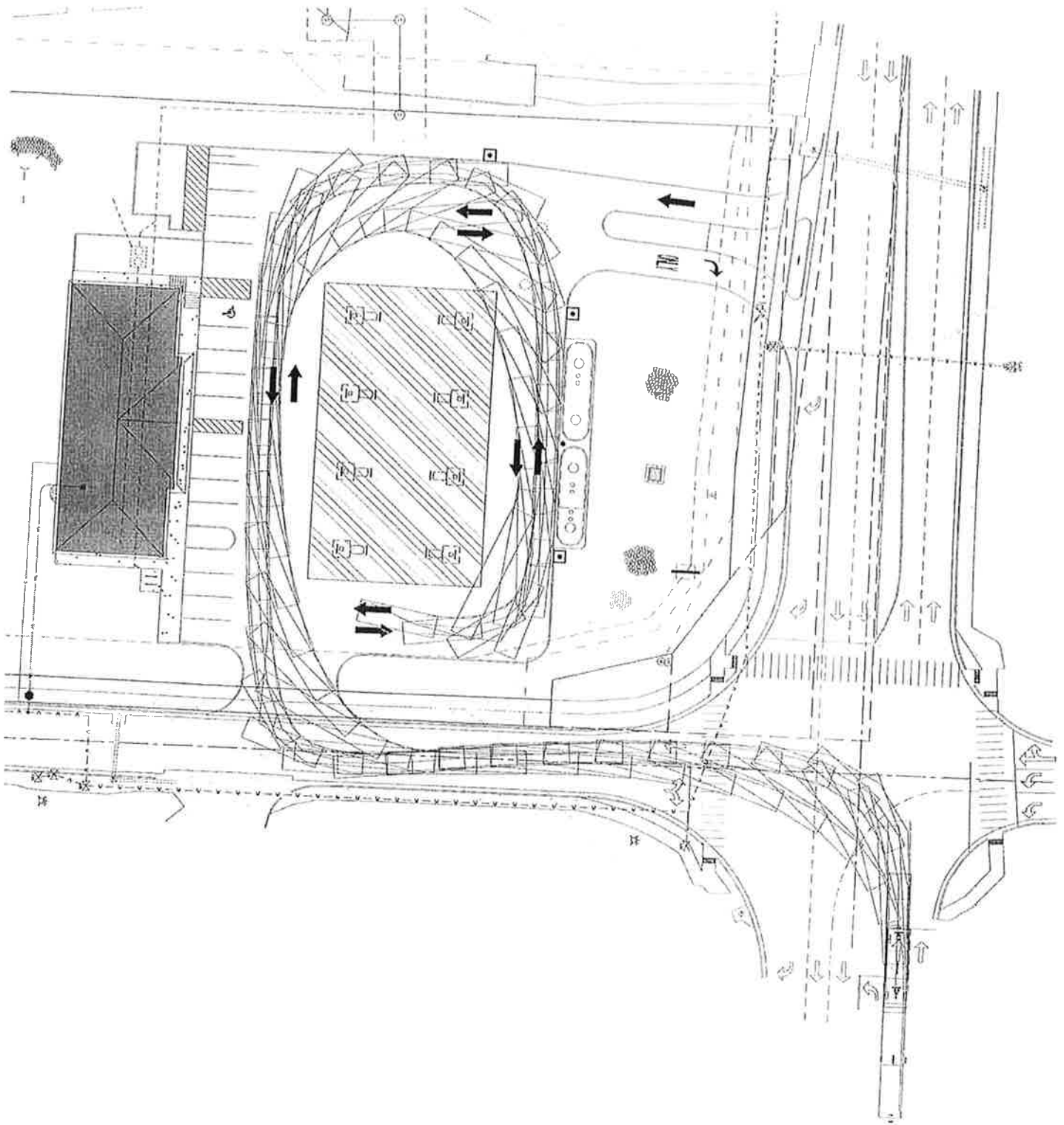
1. Increase driveway width off of Futrall from 24' to 36'. This is needed for the tanker trucks to enter and exit the site
2. ~~Decrease the minimum Throat length from 40' to 27'. This is not a typical parking lot and the reduction is needed for proper traffic circulation.~~
3. Decrease the driveway separation on Wedington from 250' to 170' center to center. The lot is not 250' wide so the minimum separation cannot be achieved.
4. The west facade is not built like a front and Casey's would like to propose additional landscaping in this area to screen the building.

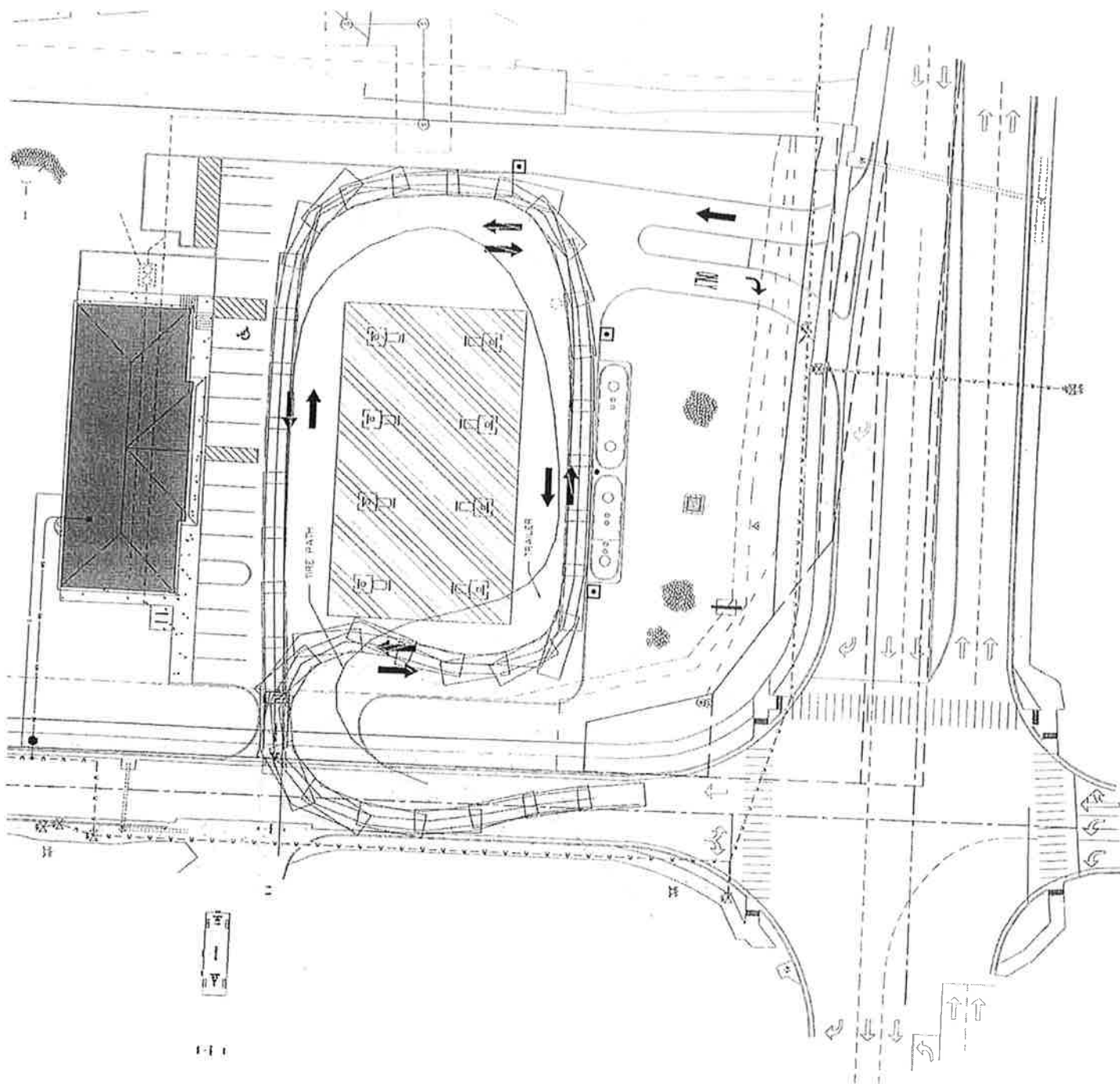
If you have any questions or require additional information, please feel free to call.

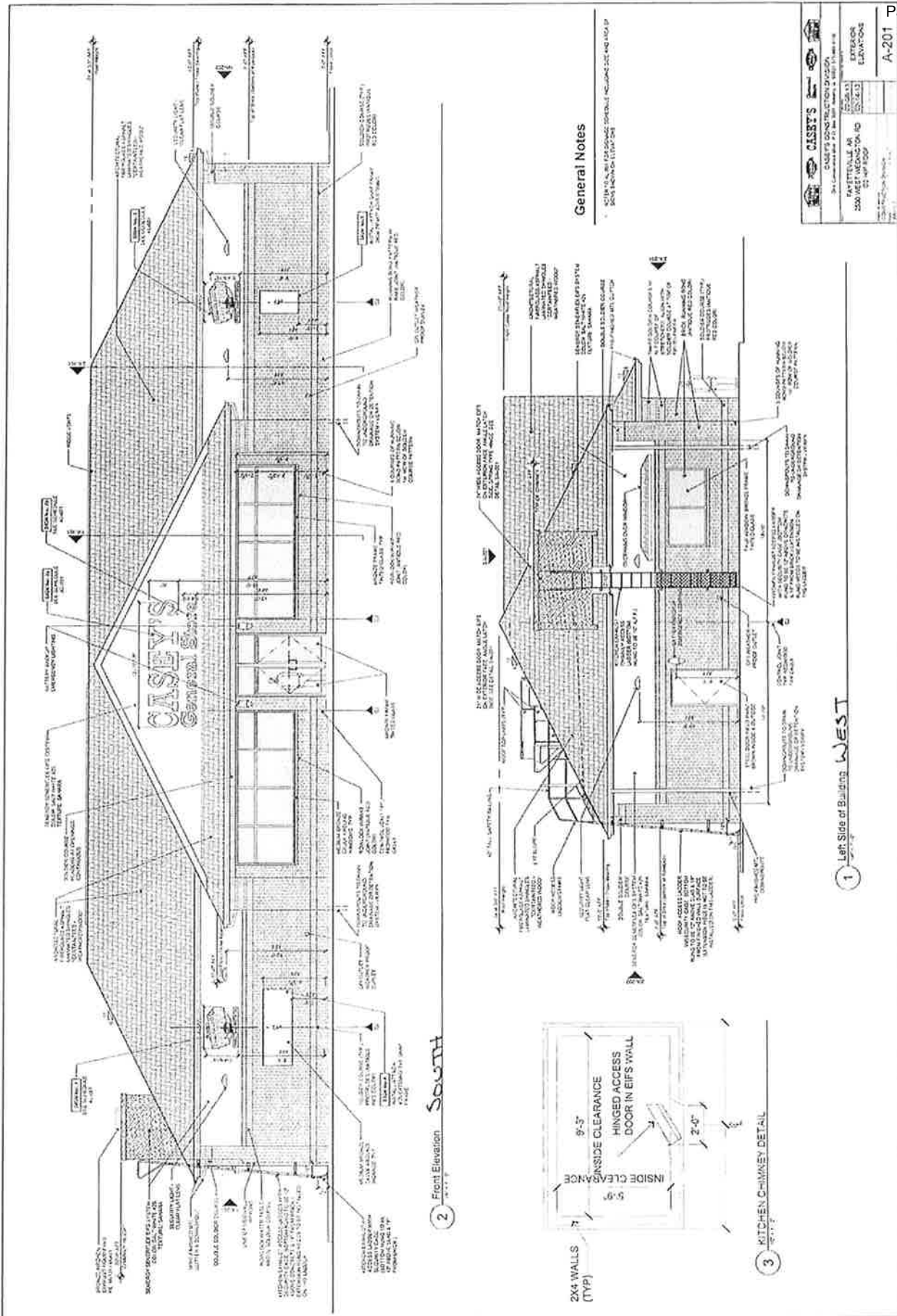
Sincerely

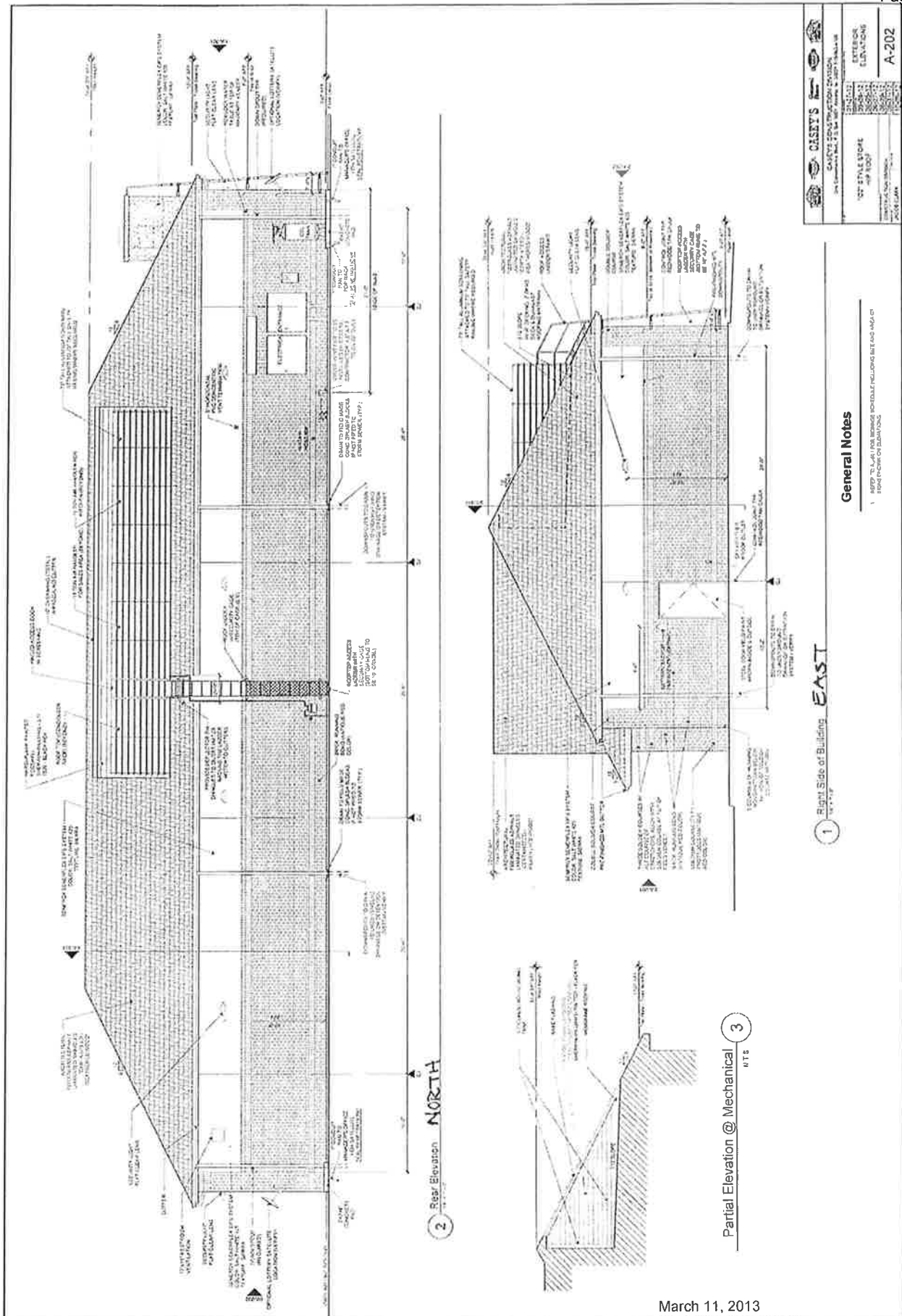
Bates & Associates, Inc.

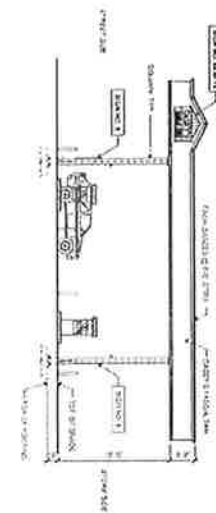
Geoffrey H. Bates, P.E.
President of Engineering









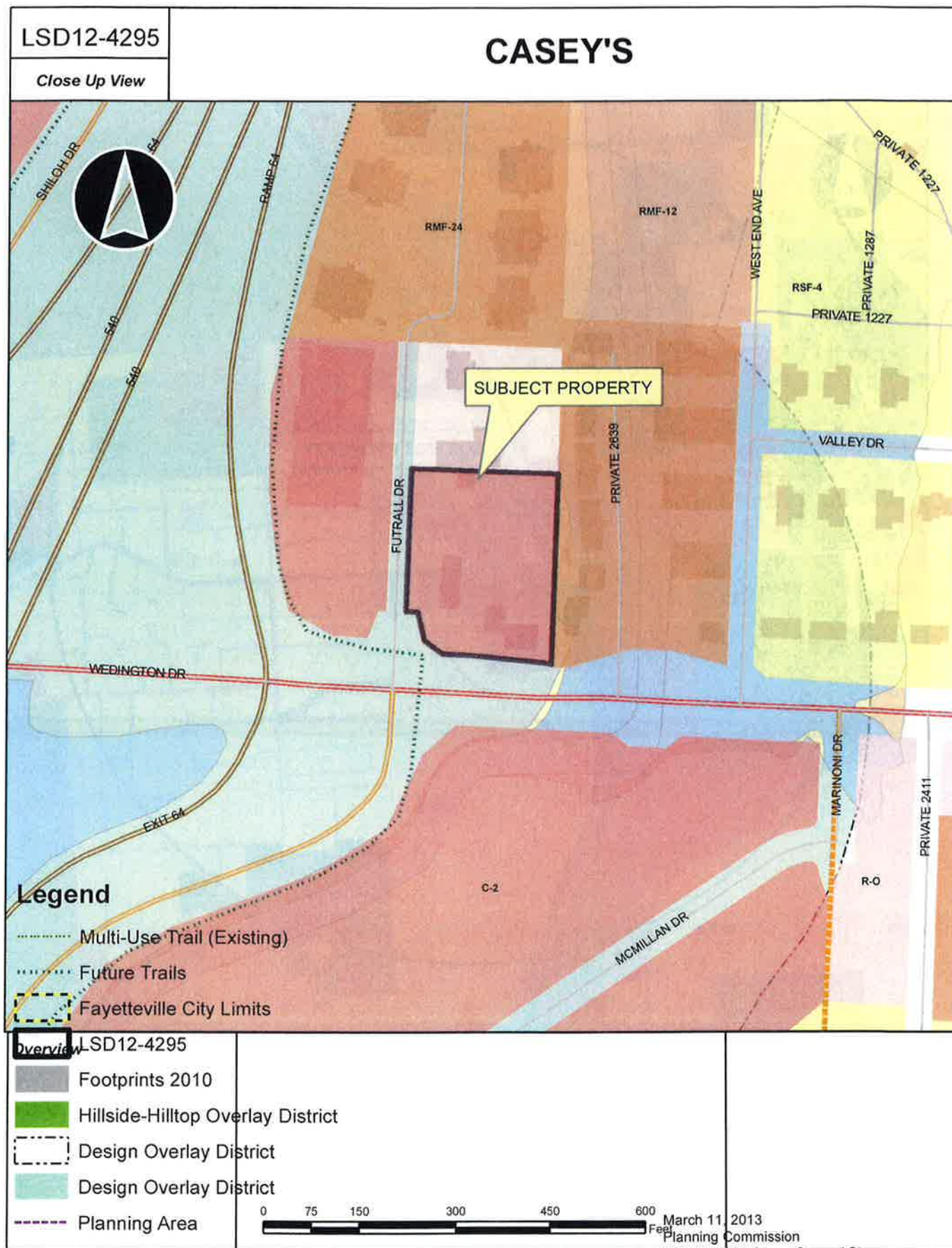
[illegible]

3 Pump Island Canopy - Right Side Elevation



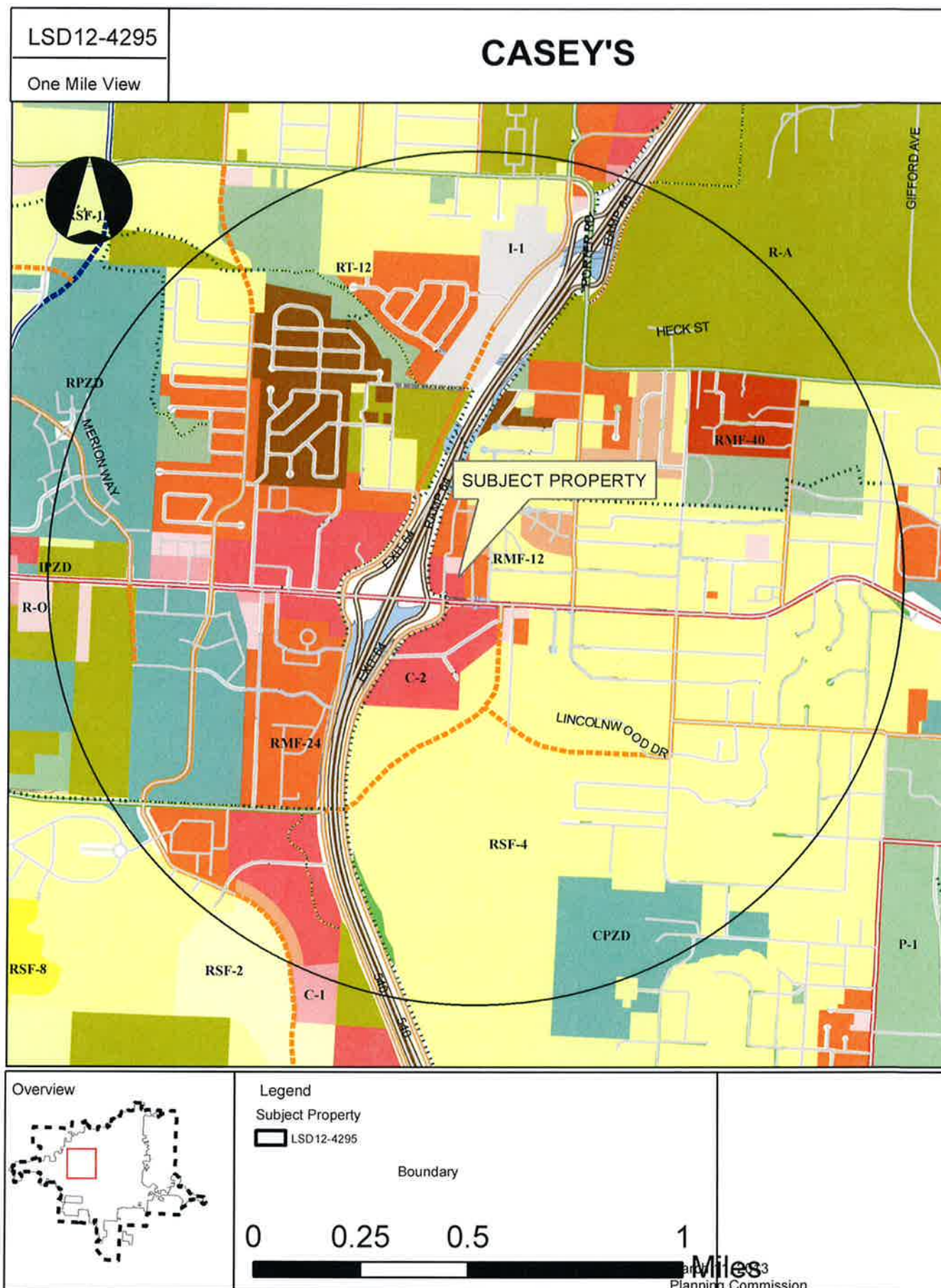
3 Pump Island (Pumpkin Island)







0 50 100 200 300 400 Feet



KUM & GO PACKET 2011



PC Meeting of October 10, 2011

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
Glenn Newman, Staff Engineer
THRU: Jeremy Pate, Development Services Director
DATE: October 5, 2011

LSD 11-3903: Large Scale Development (2530 W. WEDINGTON DR./KUM & GO, 402):
Submitted by CEI ENGINEERING for property located at 2530 WEST WEDINGTON DRIVE. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 1.54 acres. The request is for a gas station and convenience store containing approximately 4,958 square feet.
Planner: Jesse Fulcher

Findings:

Property and background: The subject property is located at the northeast corner of Wedington Drive (Hwy 16) and Futrall Drive, and is within the I-540 Design Overlay District. The property is currently developed with an existing repair shop and single-family home. Surrounding land use and zoning is depicted on *Table 1*.

SURROUNDING LAND USE AND ZONING:

Direction from Site	Land Use	Zoning
North	Office	R-O, Residential Office
South	Undeveloped	C-2, Thoroughfare Commercial
East	Multi-family	RMF-24, Residential multi-family
West	Commercial	C-2, Thoroughfare Commercial

Request: The applicant requests large scale development approval to construct a 4,958 sq. ft. convenience store and gas pump canopy.

Water and Sewer System: The property has access to existing public water and sewer services.

Adjacent streets and right-of-way: This site is adjacent to the signalized intersection of Wedington Drive (HWY 16), a principal arterial street, and Futrall Drive, a local street.

Street Improvements: Both of the adjacent streets have been improved, and therefore staff is recommending that the existing sidewalk along Wedington Drive be relocated to the right-of-way line and continued along Futrall Drive to the north property line. Street lights shall be installed at the intersection and every 300' along the property frontage, if none exist.

Tree Preservation:

Existing Canopy: 10.86%	*Preserved Canopy: 1.89%	Required Canopy: 10.86%
-------------------------	--------------------------	-------------------------

*Mitigation Required: See attached memo from Urban Forester.

Access Management/Connectivity: The subject site is located at the corner of a Wedington Drive (Hwy 16, a principal arterial street) and Futrall Drive (a local street), which is a signalized intersection. The access management ordinance states that access shall be taken from the street with the lower functional classification, Futrall Drive. Where a curb cut must access the arterial street, it shall be located a minimum of 250 feet from a driveway or intersection.

These standards were adopted so that new access to development would not create or contribute to unsafe or congested conditions, especially along arterial roadways. As new access points are created, the potential for vehicle conflicts between through traffic and traffic using the access increases. In addition to decreased safety, poorly designed access points increase congestion and traffic delays.

The applicant's original submittal provided a full three-lane driveway on Wedington Drive. Staff informed the applicant that the access as designed could not be supported, due to concerns with turning conflicts on a busy, high-speed arterial roadway, and that east bound traffic attempting to enter the proposed driveway would block one of the thru lanes and cause vehicles to stack into and through the signalized intersection(s) to the west.

Wedington Drive is also a state highway and subject to review by the Arkansas State Highway and Transportation Department (AHTD). City staff asked AHTD to review and comment on the proposed three-lane driveway on Wedington. AHTD stated that they supported the city's efforts to prohibit a curb-cut at this location, "as it would further add to the traffic congestion at this location."

In response to these concerns, the applicant employed an outside engineering firm to conduct a traffic study and provide recommendations that could allow safe access directly to Wedington Drive. The traffic engineer provided the following recommendation:

"Due to the high volume of eastbound thru traffic in the A.M. and the high volume of westbound thru traffic in the P.M., we recommend construction of a raised median island (Figure 9) on the east side of the Futrall Drive intersection creating a Right in/Right out only driveway for the development. Although this improvement will prevent the eastbound left turn into the development, it will also prevent a left turning vehicle from stopping in traffic and creating a queue through the intersections. One might suggest adding a Two Way Left Turn Lane (TWLTL), but due to the proximity of the entrance to the intersection, the westbound queuing at the intersection would prohibit any left in or left out movements during the peak hours."

Staff found the proposed median to be a creative solution that prohibited left turns, reducing turning conflicts and ensuring that east bound thru traffic would not be delayed by vehicles attempting to enter the site directly from Wedington. Staff forwarded the new proposal to AHTD for review. However, highway officials informed us that they would not be agreeable to a median being constructed in the highway right-of-way for various reasons, including

maintenance responsibilities, obstructions that could be impacted, etc. Officials also stated that "methods to help enforce turn restrictions should be handled inside the property."

Without further approval from AHTD, the applicant is only able to provide a right-in/right-out driveway by constructing a raised median in the center of the driveway. This same design has been employed on a few other sites accessing state highways, and is intended to prohibit left turns into or out of a site. However, the design allowed by the state, as observed on several occasions by staff, is ineffective, and does not prohibit or discourage the turning movements that staff and the state are concerned with at this location.

Staff provided all of the above information and feedback to the applicant and asked them to speak directly with highway officials about allowing the raised median to be constructed, or for an alternative driveway design that will physically discourage left hand turns. Since the Subdivision Committee hearing, the applicant has confirmed with highway officials that the raised median will not be permitted in the highway right-of-way and that the applicant could utilize the state's approved right-in/right-out design with a mountable curb (see plan attached).

The applicant is proposing a state approved right-in/right-out driveway design for the curb-cut on Wedington. This access requires a variance from the 250' curb-cut separation, as it is approximately 180' from Futrall Drive and approximately 120' from two driveways to the east that serve an existing multi-family complex.

Recommendation: Staff recommends approval of LSD 11-3903 with the following conditions:

Conditions of Approval:

1. Planning Commission determination of a variance from Chapter 166.08(F), access management and curb-cut separation. City staff, highway department officials, and the traffic engineer hired by the applicant have all voiced concerns that eastbound traffic stopping and attempting to access the site from Wedington will result in vehicles stacking through one or both signalized intersections. The proposed median on Wedington would physically prohibit left turns and address the concerns with queuing through the intersection. However, the highway department is unable to allow this to be constructed in the right-of-way.

The only remaining alternative for restricting left turns is to use the mountable island (2"vertical face sloping up to a total height of 4") in the center of the driveway. A few of these restrictive driveways are in use in the city, both on state and city roads, and are intended to prevent drivers from turning left into or from the site. And despite very restrictive designs allowed within city owned right-of-way, drivers are still tempted to and continue to perform left-hand turns. The right-in/right-out design proposed for this site, within state owned right-of-way, will be much less restrictive than city approved designs, encouraging eastbound traffic to stop on Wedington to attempt a left-hand turn into the site. This is exactly the concern voiced by the traffic engineer who studied this site, and why the median was the recommended solution to allow safe access to Wedington.

It is unfortunate for the applicant that a reasonably designed access, with signage that informs drivers to not turn left, still results in prohibited and dangerous turning movements. One might even ask if prohibiting this curb-cut based on the actions of a few drivers is appropriate. In staff's opinion, it is appropriate to recommend denial of the access as proposed. A small percentage of all drivers may purposefully ignore the posted restrictions, but an equal amount of drivers may also unknowingly attempt to use this access. In either case, all drivers on Wedington will be subject to an increased number of unsafe turning movements, congestion, and delay. These conditions will be generated by a private development at the expense of the general public. And as indicated by the Auto-turn analysis provided by the applicant (page 4 of plans), a direct access to Wedington is not required for their customers or fueling trucks.

For the reasons stated herein, including comments from the Arkansas State Highway Department and Small Arrow Engineering, Inc. (traffic engineer), staff recommends denial of the proposed variance to allow a driveway on Wedington, finding that this access will increase traffic danger, congestion and delay for the general public.

9/29/11: THE SUBDIVISION COMMITTEE MADE NO RECOMMENDATION CONCERNING THE VARIANCE FOR ACCESS. THE APPLICANT WAS STILL WORKING WITH THE HIGHWAY DEPARTMENT ON ALTERNATIVE DRIVEWAY DESIGNS.

2. Planning Commission determination of a variance request from Chapter 172.04(E), Parking Lot Design Standards. The applicant has submitted a variance request from the maximum drive aisle width requirement of 24 feet and proposes to utilize a range of drive aisle widths from 35 feet - 42 feet to accommodate turning radius required for large truck parking lot circulation and access to the underground gasoline storage tanks. An Autoturn diagram has been added to the site plan on Sheet 4 of the submitted plat to indicate that the request is justified. *Staff recommends approval of the variance request to exceed the maximum drive aisle width of 24 feet.*

9/29/11: THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE REQUESTED VARIANCE.

3. Planning Commission determination of a variance request from Chapter 172.04(F), Parking Lot Circulation. The applicant has submitted a variance request from the maximum entrance width requirement of 24' for a driveway entering a local street, to accommodate the turning radius required for large truck parking lot circulation and access to the underground gasoline storage tanks. An Auto-turn diagram has been added to the site plan on Sheet 4 of the submitted plat to indicate that the request is justified. *Staff recommends approval of the variance request to exceed the maximum driveway width of 24'.*

9/29/11: THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE REQUESTED VARIANCE.

4. Planning Commission determination of a variance from Chapter 161.31(D)(1), requiring 25' of greenspace along all public streets. *Staff recommends approval of a reduction in the greenspace requirement to 15', which is the requirement throughout the city. The Planning Commission has reviewed a proposal to eliminate the 25' requirement; however, this has not yet been approved by the City Council.*

9/29/11: THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE REQUESTED VARIANCE.

5. Planning Commission determination of Commercial Design Standards and Design Overlay District Design Standards. *Staff recommends in favor of the proposed design finding that the building meets the minimum requirements of the Design Overlay District Design Standards and Commercial Design Standards.*

9/29/11: THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF DESIGN STANDARDS.

6. Planning Commission determination of street improvements. *Staff recommends that the applicant relocate the sidewalk along Wedington Drive to the right-of-way, and continue the 5' sidewalk north along Futrall Drive. The existing sidewalk shall be removed and revegetated. Street lights shall be installed at the intersection and every 300' along the property frontage, if none exist.*

9/29/11: THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE RECOMMENDED STREET IMPROVEMENTS.

7. Denial of the requested access to Wedington Drive may require significant revisions to the site plan and project layout, and may remove the need for certain dimensional variances. These changes may require a major modification approval from the Planning Commission at a future hearing date, prior to construction plan approval.
8. The driveway accessing Wedington Drive shall be placed in an access easement and filed with the easement plat or by separate document. This easement should permit the adjacent property to the east to utilize the curb-cut on Wedington and have cross access to Futrall.
9. A vegetative screen, as indicated on the submitted landscape plan, shall be installed along the eastern property line to screen the commercial building and parking/driveway areas from the adjacent residential use.
10. Monument style signs are the only permitted freestanding sign in the Design Overlay District (DOD). Electronic message boards (direct lighting) are prohibited in the DOD. A sign permit shall be approved prior to any sign installation.
11. Any fencing shall comply with commercial design and design overlay district standards.
12. All tree preservation, landscape, and fire department conditions included herein shall apply. All revisions shall be addressed prior to construction plan approval.

Highway Department Correspondence

From: "Adams, Chad D." <Chad.Adams@arkansashighways.com>
To: Jesse Fulcher <jfulcher@ci.fayetteville.ar.us>
CC: Glenn Newman <GNEWMAN@CI.FAYETTEVILLE.AR.US>, "Arellanes, Michael D." <M...>
→ **Date:** 7/27/2011 12:08 PM
Subject: RE: HWY 16/Wedington Drive

Jesse / Glen -

2 We support your efforts to prohibit a curb cut at this location. It would further add to the traffic congestion at this location. However, our policies do not prohibit a drive in this situation, so we have nothing to prevent it other than the fact that they have to meet requirements of the local entities.

As far as comments, the owner/consultant should submit plans for our review (the sooner, the better). If allowed, the drive onto Hwy 16 appears to meet AHTD requirements. We would ask for additional information (dimensions), but it appears to be something that we would permit.

Let me know if you need anything else.

Thanks,
Chad

-----Original Message-----

From: Jesse Fulcher [mailto:jfulcher@ci.fayetteville.ar.us]
Sent: Thursday, July 21, 2011 11:47 AM
To: Adams, Chad D.
Subject: HWY 16/Wedington Drive

Mr. Adams,

1 Paul Libertini gave me your contact information, so I could ask you about a proposed gas station project that has been submitted to our office for review. The property is at the northeast corner of Wedington Drive and Futrell Drive, just east of I-540. I have attached a copy of the proposed site plan which shows a proposed curb-cut on Wedington Drive. Are there any preliminary comments/concerns that your office would like to provide to the applicant/developer as this project proceeds through the city's review process? Fayetteville ordinance actually prohibits the curb-cut on Wedington, since they have direct access to a lower street classification, but I want to inform them of any issues should they receive approval from the city for this curb-cut. Thanks for your time and please let me know if you need additional information about the project.

Thanks,

Jesse Fulcher

Jesse Fulcher
Current Planner
City of Fayetteville
479-575-8267

From: "Adams, Chad D." <Chad.Adams@arkansashighways.com>
To: Jesse Fulcher <jfulcher@ci.fayetteville.ar.us>
CC: "Arellanes, Michael D." <Michael.Arellanes@arkansashighways.com>, GlennN...
Date: 9/14/2011 3:16 PM
Subject: RE: HWY 16/Wedington Drive
Attachments: Walmart @ Hwy 16 with Modifications.pdf

Jesse -

I did some checking and found out that we would not be agreeable to building a median on the Highway for various reasons (maintenance responsibilities, obstruction that could be impacted, etc.). The methods to help enforce turn restrictions should be handled inside the property.

④ Glenn previously indicated to me that the drive to Wal Mart really doesn't do enough to effectively prevent cars from turning left into the property. However, if the radii of the island were better defined and substantially broader/longer at the road edge, it should be more effective. The red lines on the attached show a very generic outline of how the island limits could be increased to be more effective.

<<Walmart @ Hwy 16 with Modifications.pdf>>

On a somewhat serious side note, if the City were to request it, this part of Hwy 16 (from the east side of the frontage road to Garland) could be dropped from the Highway system and released to the City of Fayetteville. If that were to happen, the City would be the sole governing authority for any activity on that portion of the road.

Let me know if you have any questions or if the City is interested in taking this street into their system.

Chad

-----Original Message-----

From: Jesse Fulcher [mailto:jfulcher@ci.fayetteville.ar.us]
Sent: Tuesday, September 13, 2011 11:53 AM
To: Adams, Chad D.
Cc: Arellanes, Michael D.; Glenn Newman
Subject: RE: HWY 16/Wedington Drive

Chad,

③ We've received revised plans for this project, and they are proposing a raised median on Wedington. Please look over the proposal attached and let me know if this median is a possibility, and if so, what type of design restrictions there might be.

Thanks for all your help.

Jesse

Jesse Fulcher
Current Planner
City of Fayetteville
479-575-8267

From: "Adams, Chad D." <Chad.Adams@arkansashighways.com>
To: <ERushing@ceieng.com>
CC: Jesse Fulcher <jfulcher@ci.fayetteville.ar.us>
Date: 10/5/2011 9:44 AM
Subject: FW: Kum & Go Store #414 at Wedington and 540
Attachments: RIGHT TURN ISLAND.pdf

Erin -

A couple of things -

1. I spoke too soon on the 6" curb height. There is some concern about minimizing potential damage to vehicles that run over it, intentional or otherwise. The island should be designed with the mountable curb (2" vertical face, then sloping up to a total height of 4").

⑥

2. The drive should still be built to conform with the DR-1 design. Modified curb will be required across the full width of the drive, with a rectangular shaped concrete apron directly behind the modified curb. On both ends of the drive, the curb should transition from the modified curb to the 6" curb over an 8' length. This may present a problem on the east side of the drive because the drop inlets are in the way.

I was also asked about the angle of the drive. Go ahead and include the angle on the drawing somewhere. Other than these minor details, the other aspects of the drive (location, width, concept) appear to be in compliance with our policies.

My ramblings above can get confusing. Let me know if you have any questions.

Thanks,
Chad

-----Original Message-----

From: ERushing@ceieng.com [mailto:ERushing@ceieng.com]
Sent: Friday, September 30, 2011 2:01 PM
To: Adams, Chad D.
Subject: RE: Kum & Go Store #414 at Wedington and 540

⑤

Chad, attached is a sketch of our Traffic Consultants proposed design for the right in right out driveway.

Please let me know if this is conceptually an option AHTD will consider for review.

(See attached file: RIGHT TURN ISLAND.pdf)

R. Erin Rushing, RLA
Department Leader

CEI

From: "Adams, Chad D." <Chad.Adams@arkansashighways.com>
To: Jesse Fulcher <jfulcher@ci.fayetteville.ar.us>
CC: "Arellanes, Michael D." <Michael.Arellanes@arkansashighways.com>, GlennN...
Date: 10/5/2011 9:59 AM
Subject: RE: HWY 16/Wedington Drive

Jesse -

Other than a few minor details that will need to be included on the plans, all appears to be in compliance with our Access Drive Accommodation Policy.

⑧

If an access is allowed, I believe that a right in/out access is more appropriate than a full access. As for how it will impact traffic congestion, I don't know. That would be better answered with a traffic study.

Keep in mind that my authority in this matter is limited to the authority that the Department policies grant me. My opinions don't necessarily matter.

Hope this helps.

Chad

-----Original Message-----

From: Jesse Fulcher [mailto:jfulcher@ci.fayetteville.ar.us]
Sent: Tuesday, October 04, 2011 5:14 PM
To: Adams, Chad D.
Cc: Arellanes, Michael D.; Glenn Newman
Subject: RE: HWY 16/Wedington Drive

Chad,

⑦

Thanks for all your input on this project. I did want to clarify one final question. CEI and Kum and Go have submitted a right-in/right-out design for the curb-cut on Wedington (see attached), which we have seen used in a few other locations. It is my understanding that they are working with your department to increase the curb height to 6". Does AHTD still have concerns with a curb-cut at this location if they construct a right-in/right-out design instead of a full access? Do you think that a right-in/right-out design will address the additional traffic congestion that would otherwise be created with a full access driveway?

Thanks, Jesse

Jesse Fulcher
Current Planner
City of Fayetteville
479-575-8267
jfulcher@ci.fayetteville.ar.us
(TDD 479-521-1316 Telecommunication Device for the Deaf)

>>> "Adams, Chad D." <Chad.Adams@arkansashighways.com> 7/27/2011 12:00

Traffic Study

**TRAFFIC IMPACT STUDY
AUGUST 2011**

KUM & GO CONVENIENCE STORE
I-540 (FULBRIGHT EXPY) & WEDINGTON DRIVE
IN THE
CITY OF FAYETTEVILLE
WASHINGTON COUNTY, ARKANSAS

APPLICANT: CEI ENGINEERING ASSOCIATES, INC.



August 24, 2011

PREPARED BY:



216 SOUTH MAIN STREET
PO BOX 1538
Joplin, MO 64802
PHONE: 417-624-2333 FAX: 417-624-2441

SAE PROJECT NO. 11137

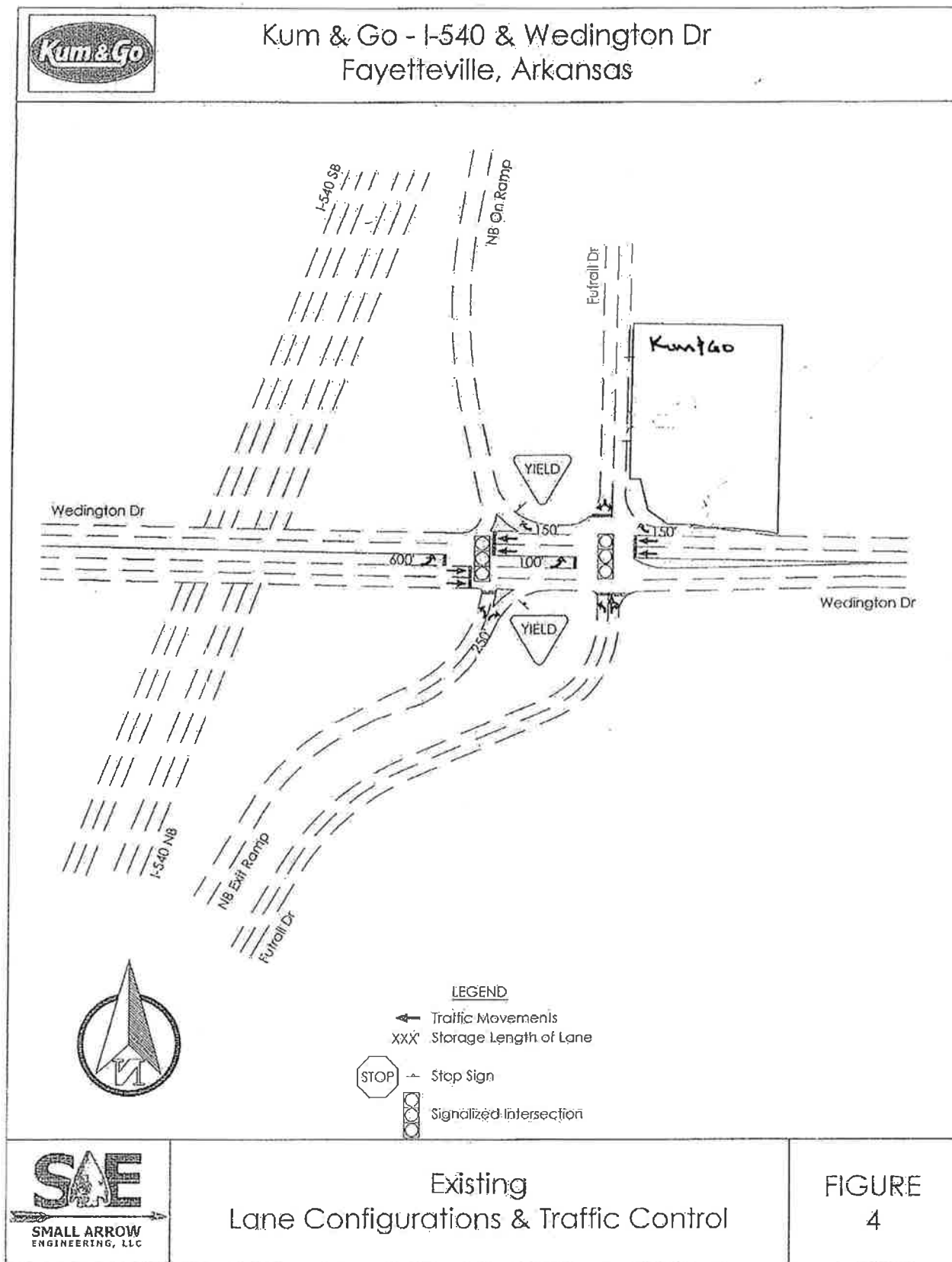


Table 1: Intersection Level of Service Summary

Level of Service (LOS)	Level-of-Service Criteria	
	Stop Control Approach Delay sec/veh	Signal Control Approach Delay sec/veh
A	≤ 10	≤ 10
B	>10 and ≤ 15	>10 and ≤ 20
C	>15 and ≤ 25	>20 and ≤ 35
D	>25 and ≤ 35	>35 and ≤ 55
E	>35 and ≤ 50	>55 and ≤ 80
F	>50	>80

The existing signalized intersection of I-540 NB Exit Ramp is operating at LOS D with a delay of 50.2 sec/veh for the A.M. peak hour and LOS D with a delay of 44.6 sec/veh for the P.M. peak hour. The westbound thru and the northbound left turn movements each operate at LOS F in the A.M. peak hour, while the westbound thru operates at LOS F in the P.M. peak hour and the northbound left operates at LOS E in the P.M. peak hour. The eastbound left turn lane operates at LOS E for the A.M. peak hour LOS C for the P.M. peak hour. These levels of service are due to the extensive time given to the heavy eastbound left movement in the morning, the heavy west bound thru movement and 120 second cycle lengths which are required due to the series of coordinated signals at/near the interchange on Wedington Drive.

The existing signalized intersection of Futrell Drive is operating at LOS A with a delay of 8.8 sec/veh for the A.M. peak hour and LOS B with a delay of 15.8 sec/veh for the P.M. peak hour. This signal is coordinated with the signal at the NB Exit Ramp and also has a 120 second cycle length.

Figure 5 further details level of service for each movement. Capacity analysis result sheets are included in the **Appendix**.

The *Manual on Uniform Traffic Control Devices* (MUTCD – 2009 Edition) provides eight signal warrants for evaluation of signalization at intersections. Typically, traffic signalization is warranted based on a complete review of traffic information including volumes, pedestrians, accident experience, and traffic progression. Due to the fact there is an existing signal at Futrell Drive, traffic signal warrants were not analyzed.

The existing eastbound left turn lane storage length (approx. 600 feet) on Wedington at the NB On Ramp is shorter than the 95th percentile queue length (over 1000 feet!) in the A.M. peak hour. This storage length is necessary to minimize traffic from blocking the eastbound thru lane and queuing through the intersection on the west side of the interchange. With volumes of 923 veh/hr (A.M.



Peak) and 350 veh/hr (P.M. Peak) under existing conditions, the state and local agencies should consider building dual left² turn lanes with improvements to the signal. It should be noted that this is an existing condition and this condition is not generated as a result of the proposed development.

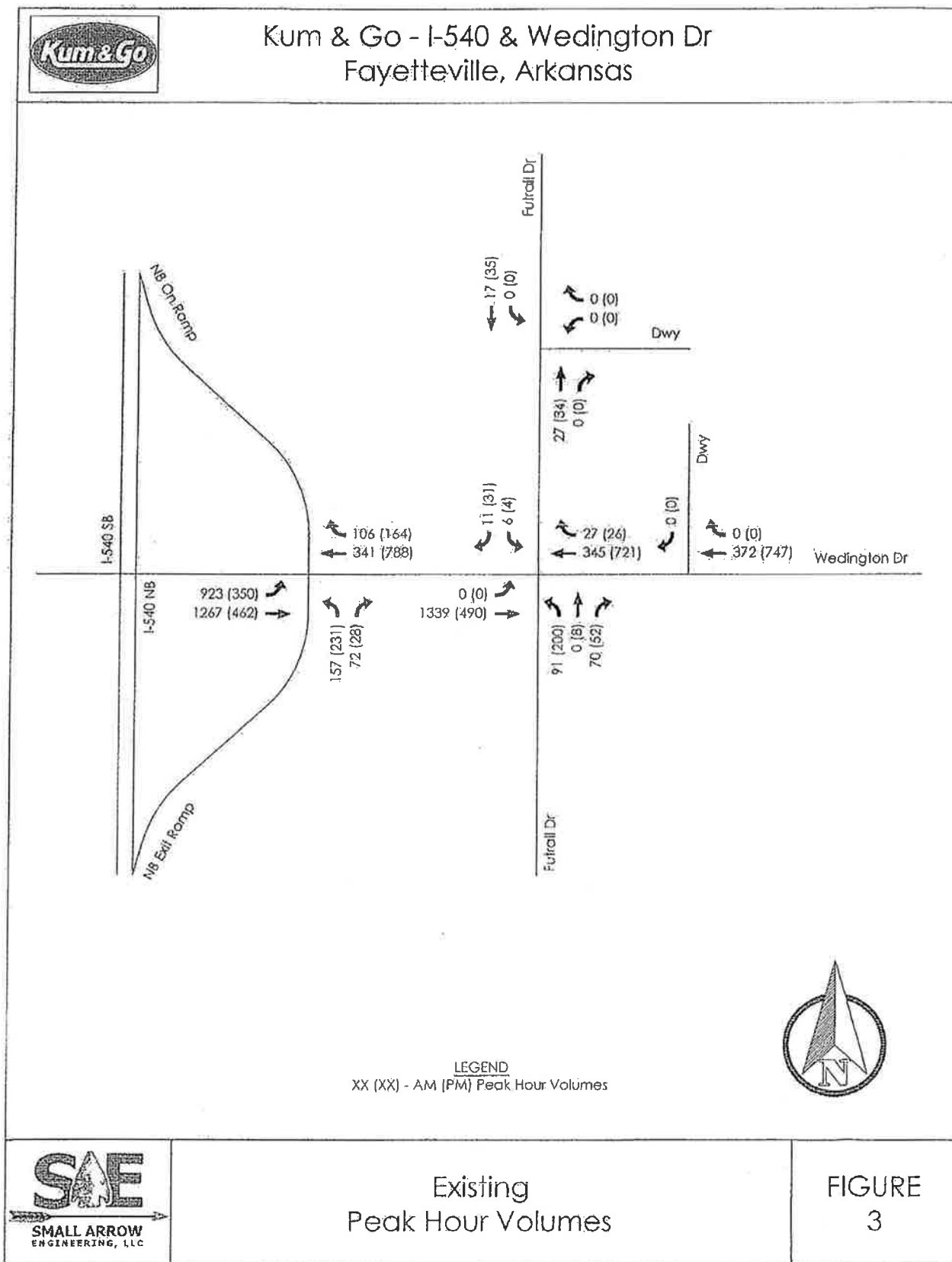
¹ Synchro analysis does not calculate lengths over 1000 feet.

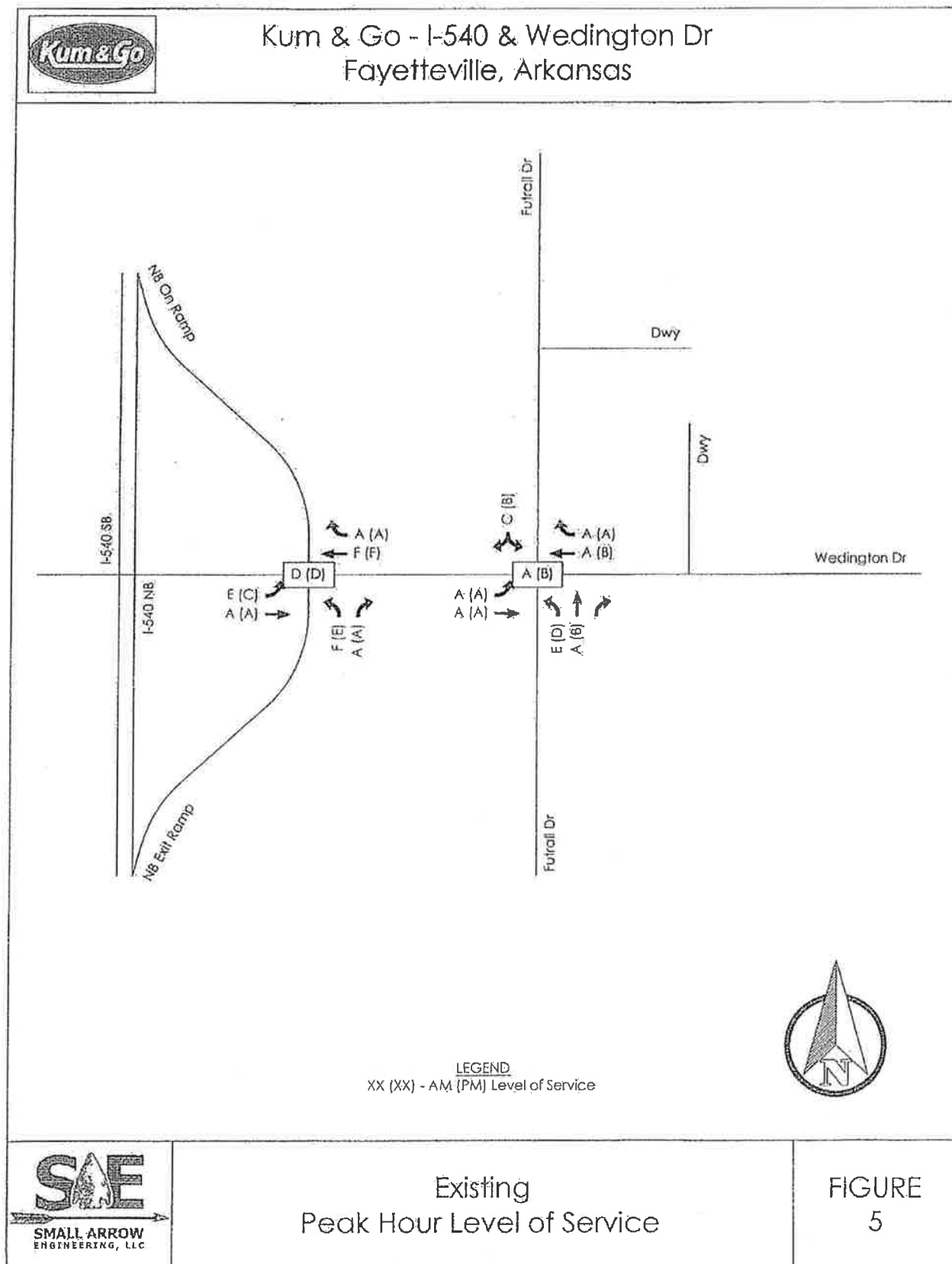
² The presence of exclusive left turn lanes is determined by the volume of left-turn traffic, opposing volumes, and safety considerations. The need for dual left turns in the absence of other data should be considered when there is a minimum left turn volume of 300 veh/hr. (Taken from the Highway Capacity Manual.)

**SMALL ARROW
ENGINEERING, LLC**



Page 7





A traffic distribution was developed for the proposed site based on an analysis of the surrounding area land use and existing traffic volumes. **Figure 6** illustrates trip distribution percentages.

The A.M. and P.M. peak hour trips for the development, following distribution and assignment to the roadway network, are illustrated in **Figure 7**. These development site trips were added to the existing traffic volumes. The resulting existing + developed peak hour traffic volumes are illustrated in **Figure 8**.

Due to the high volume of EB thru traffic in the A.M. and the high volume of WB thru traffic in the P.M., we recommend construction of a raised median island on the east side of the Futrell Drive intersection creating a Right In / Right Out only driveway for the development. Although this improvement will prevent the eastbound left turn into the development, it will also prevent a left turning vehicle from stopping in traffic and creating a queue through the intersections. One might suggest adding a Two Way Left Turn Lane (TWLTL), but due to the proximity of the entrance to the intersection, the westbound queuing at the intersection would prohibit any left in or left out movements during the peak hours. The recommended existing + developed intersection geometrics and traffic control for the study area intersection are illustrated in **Figure 9**.

- 5.3 **Capacity Analysis.** For the Developed condition under existing traffic volumes, a capacity analysis was performed using the methodologies described in Section 4.2.

The existing signalized intersection of I-540 NB Exit Ramp would operate at LOS D with a delay of 52.5 sec/veh for the A.M. peak hour and LOS D with a delay of 40.1 sec/veh for the PM peak hour, which is only 2.3 seconds longer delay in the A.M., but is 4.5 seconds shorter in the P.M. when compared to the same intersection without development. This reduction in delay anomaly can be contributed to a slightly better balancing of the traffic volumes.

The existing signalized intersection of Futrell Drive is operating at LOS B with a delay of 15.7 sec/veh for the A.M. peak hour and LOS B with a delay of 19.6 sec/veh for the PM peak hour, which is 5.8 seconds longer delay in the A.M., and 3.8 seconds longer in the P.M. when compared to the same intersection without development.

Figure 10 further details level of service for each movement. Capacity analysis result sheets are included in the **Appendix**.



The diagram illustrates the intersection of I-540 and Weddington Dr. The following table summarizes the traffic movements and vehicle counts shown in the diagram:

Direction	Movement	Vehicle Count
I-540 NB	Through	921 (348)
	Right	1297 (484)
	Left	113 (174)
	Through	353 (828)
I-540 SB	Through	56 (230)
	Right	75 (30)
	Left	59 (42)
	Through	1313 (472)
Weddington Dr	Through	26 (33)
	Right	67 (84)
	Left	28 (27)
	Through	356 (745)
Futrell Dr	Through	89 (193)
	Right	7 (29)
	Left	68 (49)
	Through	16 (34)

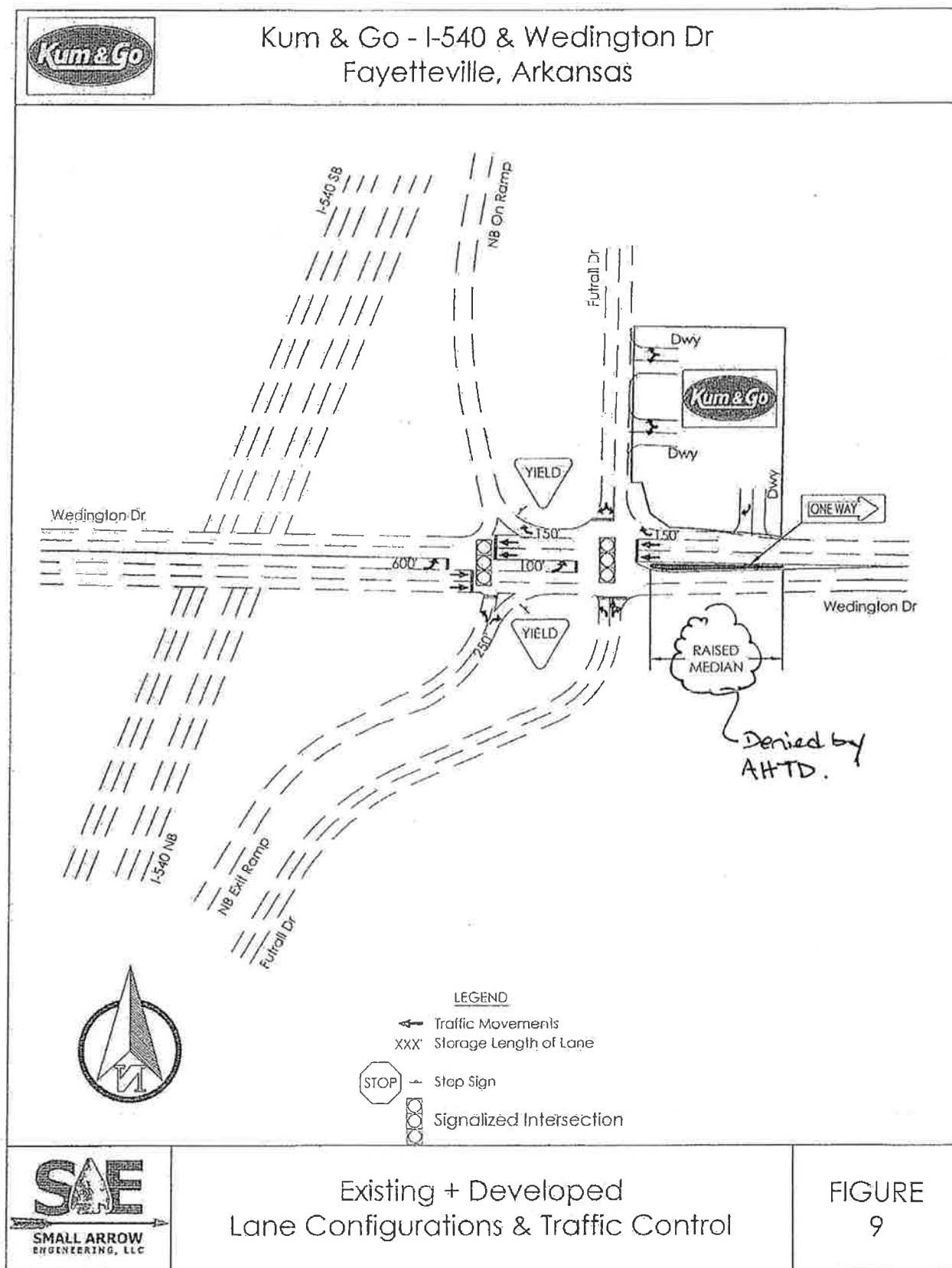
Additional features shown in the diagram include a 'Kum & Go' store, a 'Dwy' (Dwyer) street name, and a 'NB On Ramp' and 'NB Exit Ramp'.

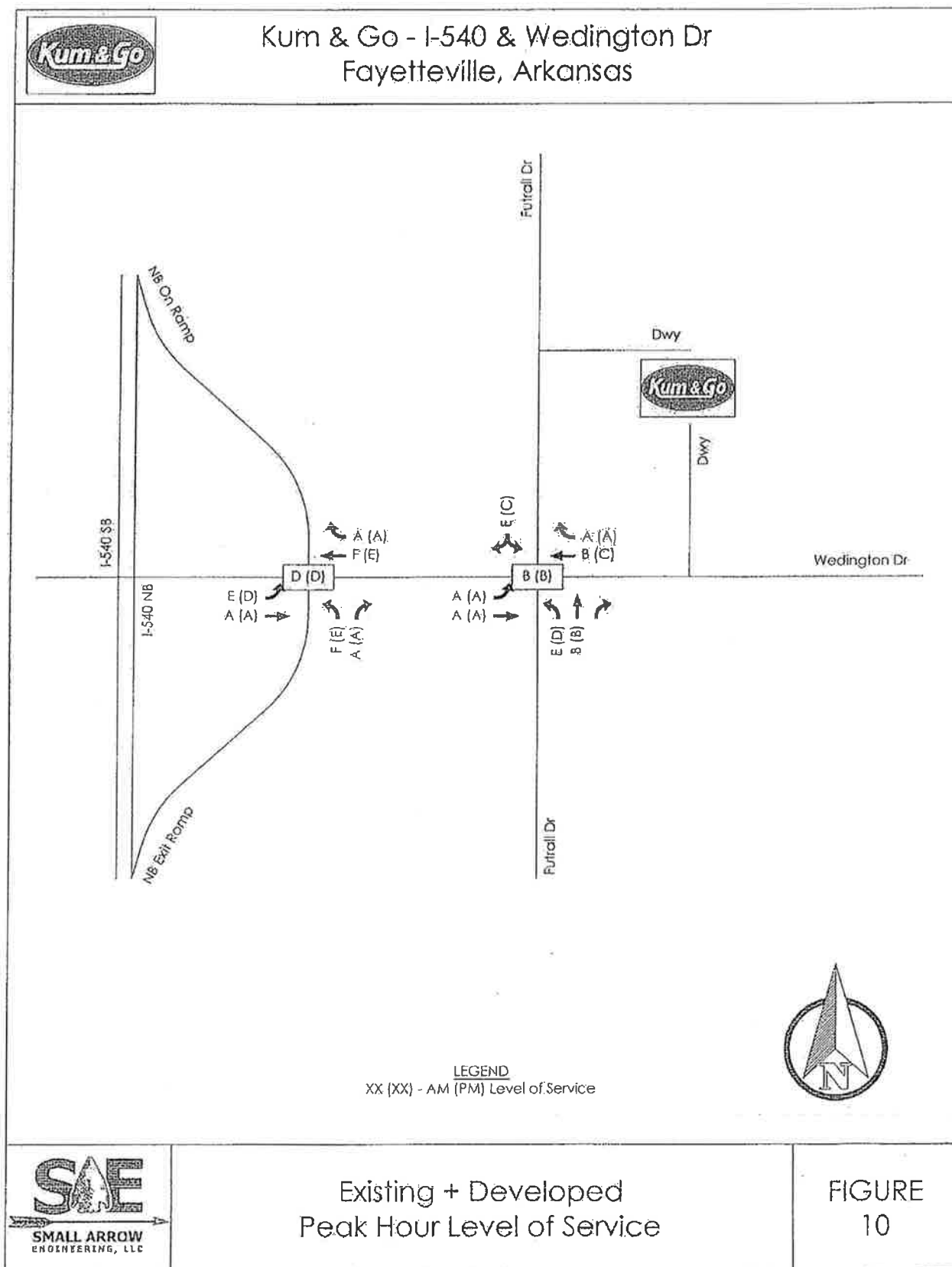
XX (XX) - AM (PM) Peak Hour Volumes



Existing + Developed Peak Hour Volumes

FIGURE
8





8.0 SUMMARY AND RECOMMENDATIONS

Based upon the results of the capacity analyses, engineering judgment, and field observations the following sections summarize the findings and recommendations for roadway improvements for each condition.

8.1 Existing Conditions.

- The existing signalized intersection at I-540 NB Exit Ramp & Wedington Drive operates at LOS E in the A.M. and at LOS D in the P.M. peak periods.
- The existing signalized intersection at Futrell Drive & Wedington Drive operates at LOS A in the A.M. and at LOS B in the P.M. peak periods.
- The existing eastbound left turn lane at the intersection of I-540 NB On Ramp & Wedington Drive operate at LOS E in the A.M., while the northbound left and the westbound thru movements both operate at LOS F. These levels of service are due to the extensive time given to the heavy eastbound left movement in the morning and the 120 second cycle length which is required due to the series of coordinated signals at/near the interchange on Wedington Drive.
- With volumes of 923 veh/hr (A.M. Peak) and 350 veh/hr (P.M. Peak) under existing conditions, the state and local agencies should consider building dual left turn lanes with improvements to the signal. It should be noted that this is an existing condition and this condition is not escalated by the new development.

8.2 Existing + Developed Conditions.

- The existing signalized intersection of I-540 NB Exit Ramp is operating at LOS D with a delay of 52.5 sec/veh for the A.M. peak hour and LOS D with a delay of 40.1 sec/veh for the PM peak hour, which is only 2.3 seconds longer delay in the A.M., but is 4.5 seconds shorter in the P.M. when compared to the same intersection without development. This reduction in delay anomaly can be contributed to a slightly better balancing of the traffic volumes.
- The existing signalized intersection of Futrell Drive is operating at LOS B with a delay of 14.6 sec/veh for the A.M. peak hour and LOS B with a delay of 19.6 sec/veh for the PM peak hour, which is 5.8 seconds longer delay in the A.M., and 3.8 seconds longer in the P.M. when compared to the same intersection without development.

- Due to the high volume of EB thru traffic in the A.M., we recommend construction of a raised median island on the east side of the Futrell Drive intersection creating a Right In / Right Out only driveway for the development.

SMALL ARROW
ENGINEERING, LLC



8.3 Future and Future + Developed Conditions (2021).

- In 2021 the signalized intersection at NB Exit Ramp operates at LOS F with a delay of 119.0 sec/veh for the A.M. peak period, and LOS F with a delay of 106.7 sec/veh for the P.M. peak period.
 - In 2021 the signalized intersection at Futrell Drive operates at LOS A with a delay of 9.7 sec/veh for the A.M. peak period, and LOS B with a delay of 15.7 sec/veh for the P.M. peak period.
 - With the proposed development the signalized intersection at NB Exit Ramp operates at LOS F with a delay of 118.1 sec/veh for the A.M. peak period, and LOS F with a delay of 106.2 sec/veh for the P.M. peak period.
 - With the proposed development the signalized intersection at Futrell Drive operates at LOS B with a delay of 17.5 sec/veh for the A.M. peak period, and LOS B with a delay of 18.5 sec/veh for the P.M. peak period.
- No further improvements are recommended.

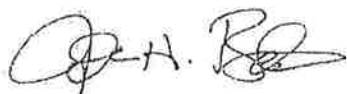
8.4 Future and Future + Developed Conditions (2031).

- In 2031 the signalized intersection at NB Exit Ramp operates at LOS F with a delay of 180.6 sec/veh for the A.M. peak period, and LOS F with a delay of 164.2 sec/veh for the P.M. peak period.
 - In 2031 the signalized intersection at Futrell Drive operates at LOS B with a delay of 12.6 sec/veh for the A.M. peak period, and LOS C with a delay of 21.4 sec/veh for the P.M. peak period.
 - With the proposed development the signalized intersection at NB Exit Ramp operates at LOS F with a delay of 196.4 sec/veh for the A.M. peak period, and LOS F with a delay of 162.6 sec/veh for the P.M. peak period.
 - With the proposed development the signalized intersection at Futrell Drive operates at LOS C with a delay of 23.8 sec/veh for the A.M. peak period, and LOS C with a delay of 28.8 sec/veh for the P.M. peak period.
- No further improvements are recommended.



We trust that this comprehensive analysis of the traffic impact for this proposed development addresses all questions and concerns for the project. Please advise us should you require additional information or have further questions about this matter.

Sincerely,



John H. Bolte, P.E.
Principal
Small Arrow Engineering

SMALL ARROW
ENGINEERING, LLC



Page 35

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 02, 2013**

A meeting of the Fayetteville City Council will be held on April 02, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Nominating Committee Report – Re-approval Construction Board of Adjustment and Appeal, Jules Beck - One Unexpired Alternate Member Term Ending 03/31/14**

Agenda Additions:

A. Consent:

- ✓ 1. Approval of the March 19, 2013 City Council meeting minutes and the March 12, 2013 Special City Council meeting minutes.
- ✓ 2. **Police Gym Equipment:** A resolution approving a budget adjustment in the amount of \$10,000.00 to replace and purchase additional police gym equipment.

3. **Bid #13-18 Heckathorn Construction Co.:** A resolution awarding Bid #13-18 and authorizing a contract with Heckathorn Construction Co. in the amount of \$114,363.00 for the construction of a server room storm shelter at the Fayetteville Executive Airport, and approving a project contingency of \$15,000.00.
4. **Presidio Networked Solutions:** A resolution authorizing the purchase of APC Data Center HVAC and UPS equipment from Presidio Networked Solutions, pursuant to a state procurement contract, in the total amount of \$143,610.61, approving a project contingency of \$10,000, and approving a budget adjustment in the amount of \$50,887.00.
5. **AOS, LLC:** A resolution authorizing the purchase of computer servers and a backup appliance from AOS, LLC, pursuant to a state procurement contract, in the total amount of \$131,413.99, and approving a budget adjustment.
6. **Software House International:** This is a placeholder item. Additional information will follow at Agenda Session.
7. **Washington County Interlocal Agreement:** A resolution approving an interlocal agreement with Washington County, Arkansas for the provision of hazardous materials incident response services.
8. **National Center for Appropriate Technology:** A resolution approving a budget adjustment in the amount of \$1,359.80 recognizing grant revenue from the National Center for Appropriate Technology for printing of City Drainage Criteria Manuals.
9. **Walton Arts Center, Contract Parking Services:** A resolution to approve an amendment to the contract for the provision of parking-related services between the City of Fayetteville, Arkansas and the Walton Arts Center Council, Inc.

B. Unfinished Business:

1. **Amend §114.02 Farmers' Market:** An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes. *This ordinance was left on the First Reading at the March 19, 2013 City Council meeting.*

THIS ITEM WAS LEFT ON THE FIRST READING.

C. New Business:

1. **RZN 13-4310 (N. of the Intersection of N. Gregg Ave. and W. Van Asche Dr./Haas Hall):** An ordinance rezoning that property described in rezoning petition RZN 13-4310, for approximately 17.28 acres, located north of the intersection of North Gregg Avenue and West Van Asche Drive from C-1, Neighborhood Commercial to P-1, Institutional.

2. **R-PZD 12-4284 (Park Hill at Mountain Ranch):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 12-4284, Park Hill at Mountain Ranch, located at the southwest corner of Persimmon Street and Mountain Ranch Boulevard; containing approximately 2.23 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan.
3. **Tyson Demolition:** This is a placeholder item. Additional information will follow at Agenda Session.
4. **Casey's Appeal:** A resolution to grant the appeal and approve a Large Scale Development (LSD-4295) for Casey's General Stores, Inc.

D. City Council Agenda Session Presentations:

E. City Council Tours:

1. **April 8, 2013 5:00 PM**
Westside Wastewater Treatment Plant
2. **May 6, 2013 5:00 PM**
Woolsey Wet Prairie Wetlands

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

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

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

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

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 02, 2013**

A meeting of the Fayetteville City Council will be held on April 02, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

- 1. Nominating Committee Report – Re-approval Construction Board of Adjustment and Appeal, Jules Beck - One Unexpired Alternate Member Term Ending 03/31/14**

Agenda Additions:

A. Consent:

- ☒ Approval of the March 19, 2013 City Council meeting minutes and the March 12, 2013 Special City Council meeting minutes.
- ☒ **Police Gym Equipment:** A resolution approving a budget adjustment in the amount of \$10,000.00 to replace and purchase additional police gym equipment.

3. **Bid #13-18 Heckathorn Construction Co.:** A resolution awarding Bid #13-18 and authorizing a contract with Heckathorn Construction Co. in the amount of \$114,363.00 for the construction of a server room storm shelter at the Fayetteville Executive Airport, and approving a project contingency of \$15,000.00.
4. **Presidio Networked Solutions:** A resolution authorizing the purchase of APC Data Center HVAC and UPS equipment from Presidio Networked Solutions, pursuant to a state procurement contract, in the total amount of \$143,610.61, approving a project contingency of \$10,000, and approving a budget adjustment in the amount of \$50,887.00.
5. **AOS, LLC:** A resolution authorizing the purchase of computer servers and a backup appliance from AOS, LLC, pursuant to a state procurement contract, in the total amount of \$131,413.99, and approving a budget adjustment.
6. **Software House International:** This is a placeholder item. Additional information will follow at Agenda Session.
7. **Washington County Interlocal Agreement:** A resolution approving an interlocal agreement with Washington County, Arkansas for the provision of hazardous materials incident response services.
8. **National Center for Appropriate Technology:** A resolution approving a budget adjustment in the amount of \$1,359.80 recognizing grant revenue from the National Center for Appropriate Technology for printing of City Drainage Criteria Manuals.
9. **Walton Arts Center, Contract Parking Services:** A resolution to approve an amendment to the contract for the provision of parking-related services between the City of Fayetteville, Arkansas and the Walton Arts Center Council, Inc.

B. Unfinished Business:

- Y. **Amend §114.02 Farmers' Market:** An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes. *This ordinance was left on the First Reading at the March 19, 2013 City Council meeting.*

THIS ITEM WAS LEFT ON THE FIRST READING.

C. New Business:

- Y. **RZN 13-4310 (N. of the Intersection of N. Gregg Ave. and W. Van Asche Dr./Haas Hall):** An ordinance rezoning that property described in rezoning petition RZN 13-4310, for approximately 17.28 acres, located north of the intersection of North Gregg Avenue and West Van Asche Drive from C-1, Neighborhood Commercial to P-1, Institutional.

2. **R-PZD 12-4284 (Park Hill at Mountain Ranch):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 12-4284, Park Hill at Mountain Ranch, located at the southwest corner of Persimmon Street and Mountain Ranch Boulevard; containing approximately 2.23 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan.
3. **Tyson Demolition:** This is a placeholder item. Additional information will follow at Agenda Session.
4. **Casey's Appeal:** A resolution to grant the appeal and approve a Large Scale Development (LSD-4295) for Casey's General Stores, Inc.

D. City Council Agenda Session Presentations:

E. City Council Tours:

1. **April 8, 2013 5:00 PM**
Westside Wastewater Treatment Plant
2. **May 6, 2013 5:00 PM**
Woolsey Wet Prairie Wetlands

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

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

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

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



2012 Annual Report

Washington County Regional Ambulance Authority-Central EMS provides exclusive emergency medical services to the cities of Fayetteville, Elkins, Farmington, Greenland, Goshen, Lincoln, Johnson, Prairie Grove, West Fork, and Winslow and most of unincorporated Washington County. As a local and state leader in the field of pre-hospital emergency medicine, Central EMS partners with WRMC to enhance care for patients suffering a heart attack, victims of traumatic injuries and newly diagnosed congestive heart failure.

Service Area: 920 sq. miles

EMD/EFD Dispatchers: 12

Number of Stations: 8

Population: 133,519

Emergency Medical Technicians: 35

Non-Emergency : 2 BLS & 4 WC vans

E MS Full Time Staff: 78

Paramedics: 26

Emergency Ambulances: 8

Call Volume

	2009	2010	2011	2012
Total Ambulance Calls	13634	12900	14408	15264
Emergency Calls	9366	9851	11043	11680
Emergency Transports	6254	6757	7727	8394
Emergency Non-Transports	3023	3094	3316	3286
Non-Emergency Transfers	3278	3071	3355	3584
Wheelchair	5596	5710	5879	5572

Community

Total Calls (Amb & WC)

Cincinnati	27
Elkins	280
Evansville	16
Farmington	539
Fayetteville	15936
Goshen	239
Greenland	94
Johnson	155
Lincoln	523
Morrow	64
Prairie Grove	790
Round Mountain	120
Strickler	59
Sunset	23
Wedington	121
West Fork	492
Wheeler	109
Whitehouse	54
Winslow/Boston Mtn	133
Other	866
Total	20640

Dispatch Performance

	2009	2010	2011	2012
Emergency Call Processing Time< 2 min (120 sec)	44.3	35.9	40.2	39
Fractile Answer Time- 911<3 rings (6 sec) 90%	97.8%	98.5%	98.4%	98.3%
Overall Center EMD Compliance > 90%	98.9%	98.9%	99.2%	99.5%

Dispatch Priority (Emergency Calls)

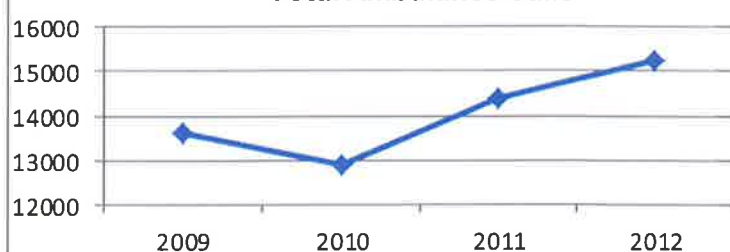


Call Type

Total

Cardiac Arrest	161
Cardiac/Respiratory	1641
Medical	6575
Traffic Accident	950
Trauma	2044
Interfacility	3584
Standby/Special Event	275
Wheelchair	5572

Total Ambulance Calls

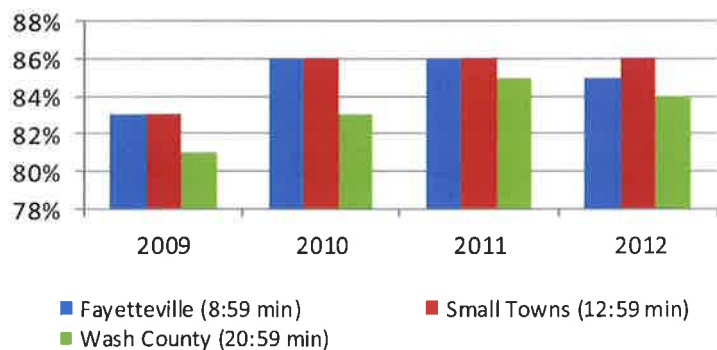




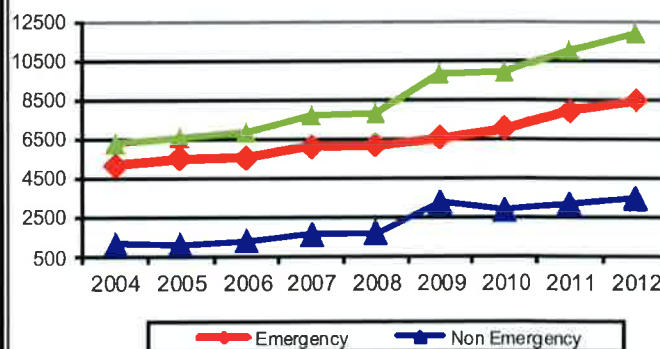
Service Highlights

Specialized Care		Training/Community Activities	
Cardiac Arrest Save Rate ¹	25%	RSI Education ⁶	1369 hrs
STEMI ²	47	Central EMS Education	5196 hrs
Trauma Alert ³	55	Fire Department Education	1201 hrs
CPAP ⁴	81	Community Education	1034 hrs
Therapeutic Hypothermia ⁵	2	Medical Standby for Community Events	1600 hrs

Emergency Ambulance Response Time
(Goal 90% of the time)



Ambulance Charges 2004-2012
(Number of Trips Charged)



Significant Events

- Field and dispatch staff changed to new royal blue polo-style duty shirts.
- All EMTs and Paramedics outfitted with reflective uniform coat and vest to increase visibility on high-speed roadways and to satisfy ANSI's high visibility requirement of retro-reflective materials.
- Promoted Paramedics Joshua Kuykendall and Shawna Ross to Lieutenant.
- Promoted Paramedic Tammy East to Training Officer.
- Promoted Paramedics Theresa Rothe and Jeremy Scott to FTO.
- In June the 10th annual CAMP Rescue, a combined effort between Central EMS, the Washington County Sheriff's Office and Washington County Rural Fire Association, trained 24 youth in CPR, First Aid, and basic Fire Safety.
- Placed an emergency ambulance in east Fayetteville and Washington County to bring our total to 8 ALS (Paramedic level) emergency ambulances and two BLS (EMT level) non-emergency ambulances.
- Sarah Webb and Lemuel Allen graduated from NWACC's Paramedic Program.
- Sarah Webb was recognized as 2012 Employee of the Year, chosen by her Captains as someone who exemplifies hard work and a compassionate spirit.
- The fleet of 16 ambulances and 4 wheelchair vans travelled over 574,000 miles in 2012.

¹25 % of the patients that present in cardiac arrest arrive at the hospital with a pulse. The national average is below 13%.

²Paramedics complete, interpret and transmit 12-Lead EKGs to WRMC Emergency Department and Cardiac Catheterization Lab for patients with EKG changes indicative of a heart attack. The goal is to reduce the time from onset of chest pain to catheterization.

³Early notification to the trauma center of a major or moderate trauma injury allowing the trauma team to assemble during patient transport to the emergency department.

⁴Continuous Positive Airway Pressure provides for non-invasive delivery of ventilation to clear the lungs of fluids seen in Congestive Heart Failure patients. This therapy reduces the need for tracheal intubation and therefore may reduce the hospital stay for the patient.

⁵Therapeutic hypothermia is recommended by the American Heart Association for improved resuscitation outcomes and provides for cooling of the patient after successfully regaining a pulse after cardiac arrest.

⁶Rapid Sequence Intubation (RSI) is a program to educate EMTs and Paramedics in aggressive airway management including the use of paralytics to facilitate intubation for critically injured and ill patients.