Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
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Ward 3 Position 1 – Justin Tennant
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Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
May 21, 2013

A meeting of the Fayetteville City Council will be held on May 21, 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:

Agenda Additions:

A. Consent:

1. Approval of the May 07, 2013 City Council meeting minutes. **APPROVED**

2. **Bid #13-20 Shipley Motor Equipment Company:** A resolution awarding Bid #13-20 and authorizing the purchase of two (2) Mack trucks with Wayne Titan bodies from Shipley Motor Equipment Company in the amount of $490,120.00 for use by the Solid Waste Division.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 102-13**

3. **Bid #13-21 Terex Utilities:** A resolution awarding Bid #13-21 and authorizing the purchase of one (1) Ford F-550 truck from Terex Utilities of North Little Rock in the amount of $44,285.00 for use by the Transportation Division.

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4. **Bid #13-24 Terex Utilities:** A resolution awarding Bid #13-24 and authorizing the purchase of one (1) Ford F-550 truck with Reading body and auto crane from Terex Utilities of North Little Rock in the amount of $72,660.00 for use by the Parks and Recreation Department.

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5. **Bid #13-27 Rehrig Pacific Company:** A resolution awarding Bid #13-27 and authorizing a contract with Rehrig Pacific Company in the amount of $40,450.00 for the purchase of curbside recycling bins and lids and approving continuing purchases, as needed, for the next five (5) years pursuant to bid price adjustments.

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6. **Belt Loader and Golf Car Purchase:** A resolution approving a budget adjustment in the amount of $27,275.00 to transfer funds to the Fleet Division for the purchase of one (1) belt loader and one (1) golf car for use at Fayetteville Executive Airport.

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7. **Bid #13-28 Clifford Power Systems:** A resolution awarding Bid #13-28 and authorizing a contract with Clifford Power Systems in the amount of $36,705.17 for EPA mandated modification to the Noland Wastewater Treatment Plant backup power generator.

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8. **Prism Education Center Lease Agreement:** A resolution approving a Community Development Block Grant Public Facility Lease Agreement with Prism Education Center for 10 S. College Avenue.

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9. **Building Performance Institute Class Reimbursement:** A resolution approving a budget adjustment in the total amount of $1,195.00 recognizing reimbursement revenue for a Building Performance Institute class from Northwest Arkansas Community College.

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10. **Northwest Arkansas Metro Chiefs Association Regional HAZMAT:** A resolution approving a budget adjustment in the amount of $28,565.00 to utilize Northwest Arkansas Metro Chiefs Association Regional HAZMAT team assets for purposes of start-up and outfitting of a Fayetteville HAZMAT team.

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13. **Rodgers Drive Budget Adjustment:** A resolution to approve a budget adjustment in the amount of $110,000.00 to increase the budget to repair a portion of Rodgers Drive next to the City's water towers.

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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 ordinance was left on the Second Reading at the April 2, 2013 City Council meeting and sent to the Ordinance Review Committee. This ordinance was left on the Third Reading at the April 16, 2013 City Council meeting and Tabled to the May 7, 2013 City Council meeting. This ordinance was left on the Third Reading at the May 7, 2013 City Council meeting and Tabled to the May 21, 2013 City Council meeting.***

   TABLED TO THE JUNE 4, 2013 CITY COUNCIL MEETING

C. New Business:

1. **Historic Woolsey Family Homestead:** A resolution to express the City Council's intent to examine the feasibility of preserving the historic Woolsey Family homestead in west Fayetteville.

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2. **RZN 13-4348 (1035 N. Gregg Ave./Smith):** An ordinance rezoning that property described in rezoning petition RZN 13-4348, for approximately 0.44 acres, located at 1035 North Gregg Avenue from RMF-24, Residential Multi-Family, 24 units per acre to NC, Neighborhood Conservation.

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3. **VAC 13-4346 (902 S. School St./Ferguson's Addition):** An ordinance approving VAC 13-4346 submitted by city staff for property located around 902 South School Street (Ferguson's Addition) to vacate a 60 foot right-of-way.

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4. **Amend Chapters 151, 161, 164 and 172:** An ordinance to amend Chapters 151, 161, 164 and 172 of the Unified Development Code to modify certain standards within Urban Zoning Districts, to clarify and add flexibility to some of these requirements, to amend building height references and add a maximum building height to the C-1 Zoning District, and to provide supplement design standards for auto-oriented facilities within these districts.

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5. **2013 COPS Hiring Program Matching Grant:** A resolution approving an application for a 2013 COPS Hiring Program matching grant in the amount of $375,000.00 to fund three (3) police officers for a period of four (4) years with the $348,494.00 matching requirement split proportionally between the City and the Fayetteville School District.

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8. **Amend Article XVI City Council Street Committee:** An ordinance to amend Article XVI City Council Street Committee of the Code of Fayetteville to change its name and provide additional areas for it to study and make recommendations to the full City Council.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5586**

D. City Council Agenda Session Presentations:

1. **CH2M Hill Wastewater Operations Annual Report** - Billy Ammons, CH2M Hill Regional Business Manager

E. City Council Tours:

F. Announcements:

Adjournment: 9:40 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.

City Council Meeting: **May 21, 2013** **Adjourn:** 9:40 p.m.

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

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

City Council Meeting: **May 21, 2013**

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Long			
Minutes approved passed 102-13 thru 113-13	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Mayor Jordan				

8-0

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

City Council Meeting: **May 21, 2013**

Subject:	**Amend §114.02 Farmers' Market**		Amend to the Ordinance		
Motion To:		Withdrew previous amendment from the April 16th CC mtg.	attached to the May 3rd City Attorney memo	Tabled for 2 wks	
Motion By:			Petty	Adams	
Seconded:			Long	Kinion	
B. 1 Unfinished Business	**Petty**		✓	✓	
	Tennant		✓	✓	
	Schoppmeyer		✓	✓	
	Adams		N	✓	
	Long		✓	N	
Tabled to the June 4, 2013 City Council mtg.	**Gray**		N	✓	
	Marsh		✓	N	
	Kinion		N	✓	
	Mayor Jordan				
			5-3	4-2	

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

City Council Meeting: **May 21, 2013**

Subject:	**Historic Woolsey Family Homestead**				
Motion To:		Approve			
Motion By:		Long			
Seconded:		Rettig			
C. 1 New Business	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
passed	**Gray**	✓			
	Marsh	✓			
	Kinion	✓			
114-13	**Mayor Jordan**				
		8-0			

Subject:	**RZN 13-4348 (1035 N. Gregg Ave./Smith)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Kinion	Long		
Seconded:		Long	Adams		
C. 2 New Business	**Petty**	N	N	N	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
passed	**Gray**	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
5584	**Mayor Jordan**				
		7-1	7-1	7-1	

City Council Meeting: **May 21, 2013**

Subject:	**VAC 13-4346 (902 S. School St./Ferguson's Addition)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Kinion	Gray		
Seconded:		Long	Schoppmeyer		
C. 3 New Business	**Petty**	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	Absent during vote	✓	✓	
passed	**Long**	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	Absent during vote	
	Kinion	✓	✓	✓	
5585	**Mayor Jordan**				
		7-0	8-0	7-0	

Subject:	**Amend Chapters 151, 161, 164 and 172**				
Motion To:					
Motion By:					
Seconded:					
C. 4 New Business	**Petty**				
	Tennant				
	Schoppmeyer				
	Adams				
Left on first reading	**Long**				
	Gray				
	Marsh				
	Kinion				
	Mayor Jordan				

City Council Meeting: **May 21, 2013**

Subject:	**2013 COPS Hiring Program Matching Grant**				
Motion To:		Approve			
Motion By:		Kinion			
Seconded:		Gray			
C. 5 New Business	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
passed	**Long**	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
115-13	**Mayor Jordan**				

8-0

Subject:	**Solid Waste Budget Adjustment**				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Kinion			
C. 6 New Business	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
passed	**Long**	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
116-13	**Mayor Jordan**				

8-0

City Council Meeting: **May 21, 2013**

Subject:	**Willow Bend Development**				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Kinion			
C. 7 New Business	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	N			
passed	**Gray**	✓			
	Marsh	✓			
	Kinion	✓			
119-13	**Mayor Jordan**				
		7-1			

Subject:	**Amend Article XVI City Council Street Committee**				
Motion To:		Amend	2nd Read	3rd Read	Pass
Motion By:		Long	Petty	Petty	
Seconded:		Kinion	Tennant	Marsh	
C. 8 New Business	**Petty**	✓	✓	✓	✓
	Tennant	✓	✓	✓	✓
	Schoppmeyer	✓	✓	✓	✓
	Adams	✓	✓	✓	✓
passed	**Long**	✓	✓	✓	✓
	Gray	✓	✓	✓	✓
	Marsh	✓	✓	✓	✓
	Kinion	✓	✓	✓	✓
5586	**Mayor Jordan**				
		8-0	8-0	8-0	8-0

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: SONDRA SMITH, CITY CLERK

CC: LIONELD JORDAN, MAYOR

FROM: KIT WILLIAMS, CITY ATTORNEY

DATE: MAY 22, 2013

RE: PASSED ITEMS FROM MAY 21, 2013 CITY COUNCIL MEETING PREPARED BY CITY ATTORNEY'S OFFICE

The following items prepared by the City Attorney's office were passed by the Fayetteville City Council at its meeting of May 21, 2013:

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8. **Amend Article XVI City Council Street Committee:** An ordinance to amend Article XVI City Council Street Committee of the Code of Fayetteville to change its name and provide additional areas for it to study and make recommendations to the full City Council.

D. City Council Agenda Session Presentations:

1. **CH2M Hill Wastewater Operations Annual Report** - Billy Ammons, CH2M Hill Regional Business Manager

E. City Council Tours:

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.

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THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan, City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Alison Jumper, Park Planning Superintendent

From: Megan Dale, Urban Forester

Date: May 3, 2013

Subject: Keep America Beautiful / UPS Foundation Community Tree Planting Grant Acceptance Approval

PROPOSAL:

An announcement from Keep America Beautiful (KAB) and the UPS Foundation advertised for proposals for a non-matching grant to support community tree planting projects in KAB affiliate communities. The program called for projects that would address one or more of the following: reducing levels of carbon dioxide and greenhouse gas emissions through strategic plantings; emphasizing the importance of native trees; or planting fruit trees to produce fruit for local consumption particularly in underserved areas. Eligible recipients are certified affiliates of the Keep America Beautiful program.

Eligible projects include planting fruit trees to produce fruit for local consumption particularly in underserved areas. Arkansas ranks first in the nation in percentage of food insecure households, and 37% of Washington County children are food insecure, according to Feed Fayetteville. Strongly supporting both UPS' and the City of Fayetteville's leadership in environmental sustainability, this grant would fund an urban community orchard on City park property at the Yvonne Richardson Community Center that would empower an underserved area to grow and harvest fresh, local produce (see attached Site Map). Partnering with the existing Kid Crops program at the Yvonne Richardson Community Center would give the orchard a firm foundation while supporting youth in their skill-building and growth throughout the community.

The City of Fayetteville has been awarded the $5,000 grant. If approved, tree planting is anticipated to begin and be completed between November 2013 and April 2014.

RECOMMENDATION:

Staff recommends approving a resolution to accept a community tree planting non-matching grant from Keep America Beautiful / UPS Foundation in the amount of $5,000 and a budget adjustment.

BUDGET IMPACT:
This non-matching grant would come at no cost to the City. The grant would provide $5,000 for a community tree planting project, which would include installation and three (3) years of maintenance.

Attachments:
Proof of Award from Keep America Beautiful
Grant Application
Site Map

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A COMMUNITY TREE PLANTING NON-MATCHING GRANT FROM KEEP AMERICA BEAUTIFUL AND THE UPS FOUNDATION IN THE AMOUNT OF $5,000.00, 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 acceptance of a community tree planting non-matching grant from Keep America Beautiful and the UPS Foundation in the amount of $5,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Added at Agenda Session 5-14-13

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Chris Brown CB	Engineering	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of a Budget Adjustment for Repairs to Rodgers Drive

$ 110,000.00	$ 250,000.00	Rodgers Drive Repair
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5809.00	$ -	Street Improvements
Account Number	Funds Used to Date	Program / Project Category Name
13029	$ 250,000.00	Sales Tax Capital Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [x]

Department Director — Date 05.13.2013

City Attorney — Date 5-14-13

Finance and Internal Services Director — Date 5-14-2013

Chief of Staff — Date 5-14-2013

Mayor — Date 5/15/13

Previous Ordinance or Resolution # 5578

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 05-13-13 P04:48 RCVD

Received in Mayor's Office ENTERED 5/14/13

Comments:

Fayetteville ARKANSAS
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THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

Council Meeting of May 21, 2013

To: Mayor and City Council

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

From: Chris Brown, City Engineer

Date: May 13, 2013

Subject: Budget Adjustment for Repairs to Rodgers Drive

PROPOSAL:

Recent rainfall has aggravated an ongoing problem with the slope stability on the north side of the Rodgers Drive water tanks. As a result of the slope failure, a portion of Rodgers Drive has been compromised. The south side (east bound lane) of Rodgers Drive has settled and is gradually sliding down the hill. For many homes in this area, Rodgers Drive is the only means of ingress and egress.

At the April 16, 2013 City Council Meeting, the Council approved an ordinance waiving the requirements of competitive bidding, and staff proceeded to solicit three bids from contractors for the repair work. The Mayor is authorized to sign the contract per City Council approval; however, the low bid of $329,515.95 was more than the approved budget of $250,000, and a budget adjustment is needed.

RECOMMENDATION:

Staff recommends approval of a budget adjustment in the amount of $110,000 to fund the contract with Prime Contracting, Inc., plus a continency amount of $30,484.05. Thus, the total requested budget for the project is $360,000.

BUDGET IMPACT:

The attached budget adjustment identifies the source of funds for the project. The budget adjustment will bring the total allocation for this project to $360,000.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $110,000.00 TO INCREASE THE BUDGET TO REPAIR A PORTION OF RODGERS DRIVE NEXT TO THE CITY'S WATER TOWERS

WHEREAS, the City Council approved a budget of $250,000.00 for an emergency repair of a portion of Rodgers Drive that, as a result of slope instability and failure, was sliding down the hill toward the City's water towers; and

WHEREAS, the low bid from the three contractors was $329,515.95 which will require an approval of an additional budget adjustment of over $100,000.00 to fund the contract and its contingency.

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 budget adjustment in the amount of $110,000.00 so that the reconstruction project to repair Rodgers Drive can be completed.

PASSED and **APPROVED** this 21st day of May 2013.

APPROVED: ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Citywide Department: Citywide	5/13/2013	

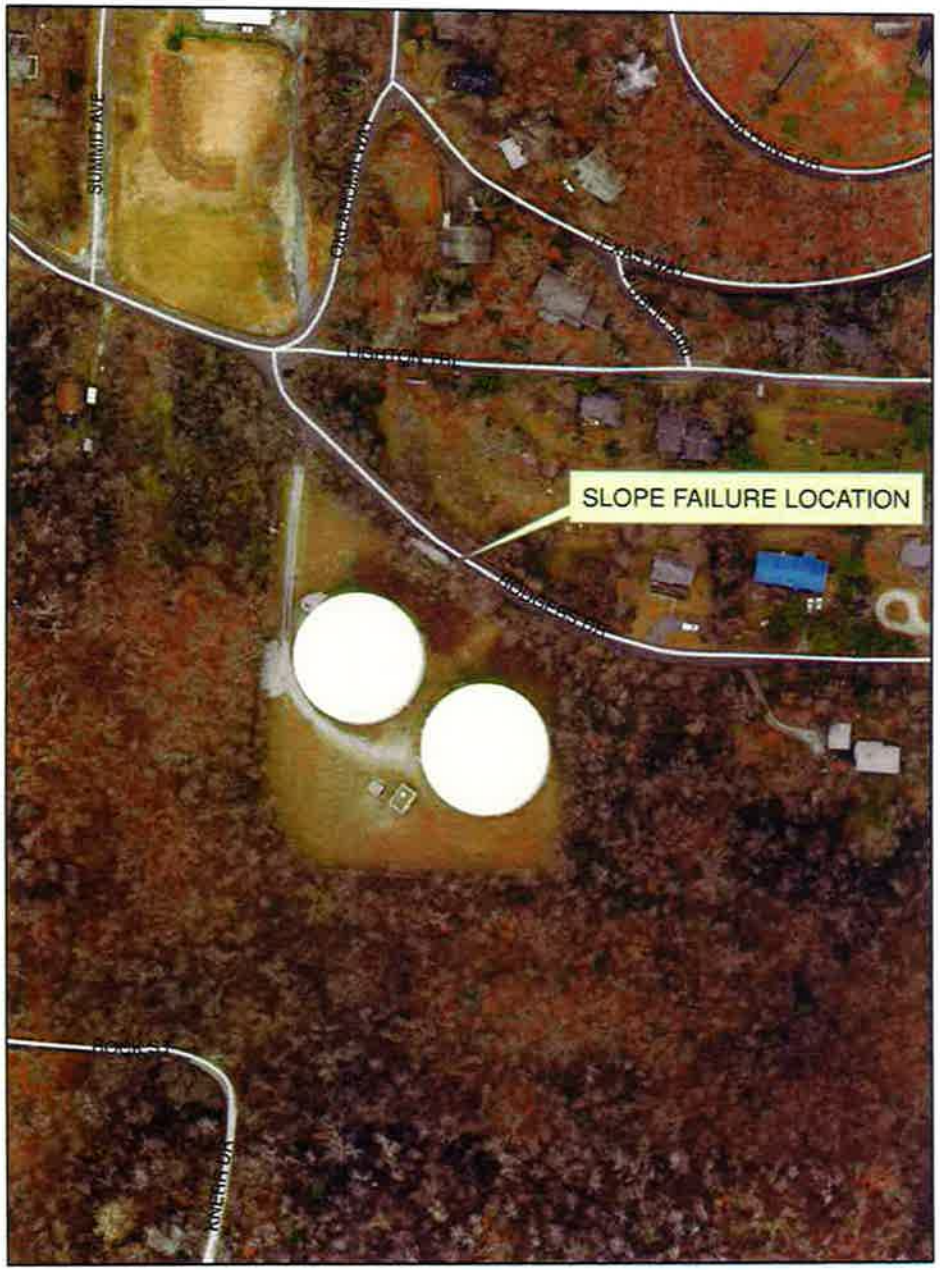
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

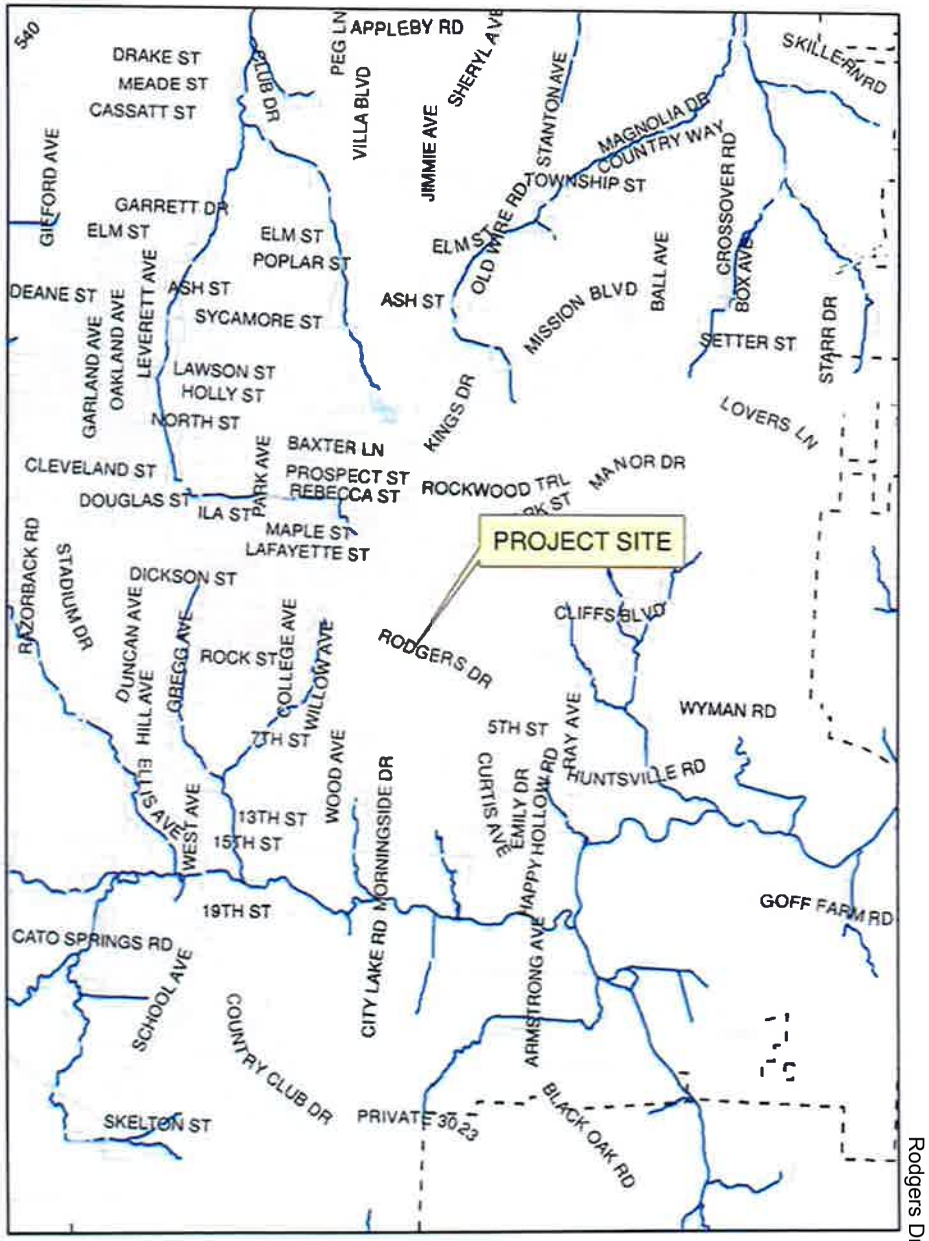
Rodgers Drive is experiencing a sliding hillside and is in need of emergency repair. Bids came in higher than expected.

Division Head	5/13/13 Date	Prepared By:	Kevin Springer
Budget Director	5/13/13 Date	Reference:	*Springer, Kevin*
Department Director	05.13.2013 Date	Budget & Research Use Only	
Finance Director	5-14-2013 Date	Type: A B C D E P	
Chief of Staff	5-14-2013 Date	General Ledger Date	
Mayor	5/15/13 Date	Posted to General Ledger	Initial Date
		Checked / Verified	Initial Date

TOTAL BUDGET ADJUSTMENT 110,000 110,000

Account Name	Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub Number
Street improvements	4470.9470.5809.00	110,000	-	13029 . 1
Use of fund balance	4470.0947.4999.99		110,000	.
				.
				.





RODGERS DRIVE SLOPE REPAIR

N
W E
S

1 inch = 200 feet

ORDINANCE NO. 5578

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH A CONTRACTOR PROVIDING THE LOWEST PRICE QUOTE FOR REPAIR TO A SLOPE FAILURE ON RODGERS DRIVE, AND APPROVING A BUDGET ADJUSTMENT

WHEREAS, recent rainfall has aggravated ongoing problems with slope stability on the north side of the Rodgers Drive water tanks, and

WHEREAS, as a result of slope failure a portion of Rodgers Drive has been compromised, and

WHEREAS, timing of this repair is critical and in order to expedite the hiring process, a waiver of the requirements of competitive bidding is appropriate,

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 authorizes the Mayor to sign a contract with a contractor providing the lowest price quote for repair to a slope failure on Rodgers Drive.

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

PASSED and **APPROVED** this 16th day of April, 2013.

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Citywide Department: Citywide	Request Date	Adjustment Number
2013		4/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Rodgers Drive is experiencing a sliding hillside and is in need of emergency repair.

Division Head	Date	Prepared By:	Fell, Barbara
	4-16-2013	Reference:	
Budget Director	Date	Budget & Research Use Only	
Department Director	Date	Type: A B C D E P	
Paul A. Becker	4-16-2013	General Ledger Date	
Finance Director	Date		
Don Marr	4/16/13	Posted to General Ledger	
Chief of Staff	Date	Initial	Date
Lioneld Jordan	4/16/13	Checked / Verified	
Mayor	Date	Initial	Date

TOTAL BUDGET ADJUSTMENT 250,000 250,000

Account Name	Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Street improvements	4470.9470.5809.00	250,000	-	13029 . 1
Use of fund balance	4470.0947.4999.99		250,000	.
				.
				.

EXHIBIT
A

Project Manual

Fayetteville
ARKANSAS

CITY OF FAYETTEVILLE
ARKANSAS

CONSTRUCTION – RODGERS DRIVE SLOPE FAILURE REPAIRS

707 E. RODGERS DRIVE

Date: May 2013

Contract Name: Rodgers Drive Slope Failure Repair

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: PRIME CONTRACTING, INC
P.O. BOX 744
REPUBLIC MO 65738

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award. The City intends to issue a Notice of Award as soon as a minimum of three bids are received, possibly as early as May 7th.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A.) Bidder has examined and carefully studied the Bid Documents and plans.

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Bid Price:

$ 329,515.95 55 DAYS

Total Bid/Working Days to Complete Contract

Name of Contractor: PRIME CONTRACTING, INC

Section 5 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the bid. Working Days will be defined as per AHTD Standard Specifications.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 6 – Detail Bid Pricing:

A.) Scope of Work:

i. The work shall consist of furnishing all equipment, labor and material in performing all operations in connection with the construction of the Rodgers Drive Slope failure as specified. The scope listed below is general in nature; quantities listed shall be verified by the bidder. The scope includes:
   1. Construction of two (2) gabion walls with flowable fill within the gabion. Total estimated quantity of gabion stone stone is 785 CY, estimated quantity of flowable fill within the gabions is 315 CY.
   2. Installation of limestone rip-rap/shot rock behind the gabion walls, with installation of minimum 1 foot depth native stone cap on the riprap. Estimated total rip rap is 630 CY.
   3. Installation of approximately 2920 SF of modular block retaining wall (Keystone/Allan Block or approved equal). Includes approximately 1500 tons of class 7 base, approximately 1670 SY of Stratagrid 500 geogrid (or approved equal), approximately 570 tons of class 57 stone, and approximately 650 lf of perforated and solid pvc underdrain pipe.
   4. Place and compact b-stone and class 7 base in the damaged roadway section. Provide filter fabric between b-stone and class 7 base; provide minimum 8 inches of class 7 base. Existing material may be salvaged and re-used.
   5. Clearing and grubbing of trees, excavation and haul off of excess material. Existing soil material may be reused in areas of the plans where soil is called for.
   6. Removal of existing fencing in project area (approximately 250 to 300 feet) and replacement at the top of the upper wall after completion of the wall construction. Existing fence may be reused if not damaged, or new fencing provided shall match existing fencing in style, height, gauge, etc.
   7. Placement of soil on either side of the upper wall, and seeding using AHTD standard seed mix. Straw or wood mulch seeded areas. Seeding and straw shall be completed in all disturbed areas.
   8. Provide and install 10 eastern redbud trees (5 gallon) and 60 Carolina Buckthorn shrubs (2 gallon).

ii. All work shall be completed in strict accordance with the plans and specifications.

iii. Furnish or construct all incidental items required for this project.

iv. Performance and payment bonds in the amount of 100% of the bid price shall be provided prior to execution of a contract. Such bond shall be presented to the City after it has been filed with the Washington County Circuit Clerk's Office. The form of the bond shall be in accordance with State Law.

B.) Payment

i. Payment shall be made based upon bid items listed below. Payment will be made on a monthly basis based on estimated percentages of work completed for each item, with applicable retainage withheld as allowed by State Law.

ii. Final payment will not be made until all work has been completed to the satisfaction of the City of Fayetteville.

C.) Bid Price Details:

i. The Bid prices as submitted shall cover all costs for labor, material, equipment, and any other items incidental necessary to complete the work even if not specifically listed below. Estimated material quantities for some of the items are included with this package, bidder shall verify these quantities before submitting a bid. The City assumes no liability for incorrect quantities.

ii. No costs in connection with work required by the Contract Documents for proper and successful completion of the Contract will be paid outside of or in addition to the bid prices submitted. A catch-all item has been included to allow for any items not specifically listed. The total of the detailed bid items 1-12 must match the price bid stated above in Section 4.

iii. Bid Items: Provide pricing for the following items:

Item No.	Description	Bid Amount
1	West Gabion Wall, including gabion baskets, filler rock and flowable fill, rip rap and native stone backfill, and drainage system	$94,434.28
2	East Gabion Wall, including gabion baskets, filler rock and flowable fill, rip rap and native stone backfill, and drainage system	$66,646.98
3	Modular Block Retaining Wall, including blocks, filter rock, geogrid, class 7 backfill, and drainage system	$92,395.70
4	Roadway repair to include b-stone, filter fabric, and class 7 base	$5,258.15
5	Clearing, grubbing, excavation and haul-off of excess material.	$28,432.68
6	Fencing removal and replacement	$10,500.00
8	Soil, seeding and mulch	$8,890.56
9	Landscape plants	$2,900.00
10	Mobilization and bonding	$14,262.60
11	Stormwater pollution prevention	$2,500.00
12	All other items of work not specifically included in items 1-11	$3,295.00

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

PRIME CONTRACTING, INC
P.O. BOX 744
REPUBLIC MO 65738

Phone No. 417-732-5353

FAX No. 417-732-5354

Section 7 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 9th Date of May, 2013.

Arkansas State Contractor License No. 0056120413.

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____(SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation

Corporation Name: Prime Contractors Inc. (SEAL)

Date of Incorporation: 1/22/1996

Type (General Business, Professional, Service, Limited Liability): C-Corp

By: Scott D. Olson

(Signature – attach evidence of authority to sign)

Name (type or printed): Scott D. Olson

Title: President

(CORPORATE SEAL)

Business address: PO Box 744 Republic, MO. 65738

Phone No.: 417-732-5353 FAX No.: 417-732-5354

Fayetteville ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Alderman Alan Long**

FROM: **Kit Williams, City Attorney**

DATE: **May 9, 2013**

RE: Your requested amendment to the Street Committee Section

Your amendment (if I understand you correctly) could state:

"I move that Exhibit A's section 33.291 (A) (8) be amended to read 'Changes, additions or deletions to the bikeway map and trail/arterial street intersections.'"

This would remove from the proposed amendment offered by Alderman Petty and thus **not** transfer the control of the Fayetteville Alternative Transportation and Trail map which has been the major focus and responsibility of the Active Transportation Advisory Committee (previously called the Sidewalks and Trails Advisory Board) since it was established by the City Council in 2001. It was renamed in 2010 by the City Council and given the continued responsibility to recommend any changes to the City's Master Trail and Sidewalk Plan.

As a corollary to the first amendment, a second amendment would need to be made in (B) (1) to remove "trail" from the purview of the Street (or soon the Transportation Committee) and leave it within the Active Transportation's area of responsibility.

I have attached the Ordinance that renamed the Sidewalks and Trails Advisory Board for your information.

ORDINANCE NO. 5343

AN ORDINANCE TO CODIFY AND RENAME THE SIDEWALKS AND TRAILS TASK FORCE AS THE ACTIVE TRANSPORTATION ADVISORY COMMITTEE

WHEREAS, on June 5, 2001, the Fayetteville City Council passed Resolution No. 71-01 establishing the Sidewalks and Trails Advisory Committee; and

WHEREAS, on July 15, 2003, the Fayetteville City Council passed Resolution No. 102-03 renaming the committee as the Sidewalk and Trails Task Force and assigning one City Council member (rather than 4) to serve on the Task Force; and

WHEREAS, the Sidewalk and Trails Task Force now wishes to be known as the Active Transportation Advisory Committee and have the organization codified in the Fayetteville Code with all members and duties remaining unchanged.

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 enacts **Article XXII Active Transportation Advisory Committee** as §33.350 – 33.355 as shown below:

"XXII Active Transportation Advisory Committee

"§33.350 Purpose and Establishment

"There is hereby established (as a continuance of the former Sidewalk and Trails Advisory Board) the Active Transportation Advisory Committee. This committee shall review public comments and advise City Staff and City Council on the prioritization and land acquisition/easements for sidewalks and trails within our city. The Active Transportation Advisory Committee is also responsible for recommending the adoption of Sidewalk and Trails Master Plans to the City Council.

Recommendations relating to trails shall be forwarded to the Parks and Recreation Advisory Board. Recommendations relating to sidewalks shall be forwarded to the Transportation Division.

"§33.351 Composition

"The Active Transportation Advisory Committee shall be comprised of eight (8) voting members, and seven (7) non-voting staff/support members, as follows:

a. One (1) voting members of the Committee shall be a member of the City Council;

b. One (1) voting member shall be a member of the Planning Commission;

c. One (1) voting member shall be a member of the Parks and Recreation Advisory Board;

d. Five (5) voting members shall be private citizens, who are qualified electors residing in the City of Fayetteville, and appointed by the City Council, at least one (1) of whom shall represent a bicycle advocacy organization;

e. Five (5) non-voting members shall represent the City of Fayetteville staff, with one member each from the Transportation Division, Parks and Recreation Division, Fayetteville Police Department, Planning Division, and Information Technology Division;

f. One (1) non-voting member shall represent the Washington County Planning Staff;

g. One (1) non-voting member shall represent the Northwest Arkansas Regional Planning Commission.

"§33.352 Terms of Office

"Private citizen members shall serve two year terms, with no limit to the number of terms they may serve. City Council, Planning Commission, and Parks and Recreation Advisory Board representatives may serve as long as they retain membership on their sponsoring body.

"§33.353 Officers

"At the first regularly scheduled committee meeting of each calendar year, the voting members of the committee shall, by a simple majority, elect from among themselves a Chair and Vice Chair.

"§33.354 Meetings

"The Active Transportation Advisory Committee shall meet at least once per quarter to conduct regular business, at a time and place that is mutually convenient to the membership. The Active Transportation Advisory Committee may meet more frequently if needed.

"§33.355 Selection Process

"The City Council shall appoint the private citizen members through the normal Nominating Committee process. All other members of the Active Transportation Advisory Committee shall be appointed by their respective organizations.

PASSED and **APPROVED** this 3rd day of August, 2010.

APPROVED:

By: Lioneld Jordan
LIONELD JORDAN, Mayor

ATTEST:

By: Sondra E. Smith
SONDRA E. SMITH, City Clerk/Treasurer

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

AGENDA REQUEST

FOR: COUNCIL MEETING OF AUGUST 3, 2010

FROM:

ALDERMAN KYLE COOK

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Codify And Rename The Sidewalks And Trails Task Force As The Active Transportation Advisory Committee

APPROVED FOR AGENDA:

Kyle Cook
Alderman

7/20/10
Date

City Attorney
(as to form)

7-14-2010
Date

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE **LEGAL DEPARTMENT**

TO: **Alderman Kyle Cook**

FROM: **Kit Williams**, City Attorney

DATE: **July 15, 2010**

RE: **Codification of the Active Transportation Advisory Committee**

Attached please find the ordinance I drafted to change the name of the Sidewalk and Trails Task Force (changed from Sidewalk and Trails Advisory Committee in 2003) to the Active Transportation Advisory Committee pursuant to your instructions. Please review this ordinance to ensure all terms are as you want them.

I pretty much copied the original purpose and duties in the Resolutions. I did change the duty to approve the Sidewalk and Trails Master Plan to a recommendation of approval. The City Council would need to approve any such Master Plan (as it does for streets) before a Master Plan would have any force or effect within our code. I left everything else pretty much as stated in the earlier Resolutions.

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
May 07, 2013

A meeting of the Fayetteville City Council was held on May 07, 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: Justin Tennant & Martin Schoppmeyer

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Mayor Jordan welcomed the AP students from Ramay Junior High School.

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions: None

Consent:

Approval of the April 16, 2013 City Council meeting minutes.

Approved

UNOFFICIAL

Animal Services Donation Revenue: A resolution approving a budget adjustment in the total amount of $9,392.00 representing donation revenue to Animal Services for the first quarter of 2013.

Resolution 91-13 as recorded in the office of the City Clerk.

Ranger's Pantry Pet Food Bank: A resolution approving a budget adjustment in the total amount of $405.00 representing donation revenue to the Community Services Division Ranger's Pantry Pet Food Bank and for the Senior Giving Tree Event.

Resolution 92-13 as recorded in the office of the City Clerk.

Community Development Block Grant Housing Program: A resolution approving a budget adjustment in the total amount of $1,195.00 recognizing Community Development Block Grant income received from a Housing Program lien payoff.

This resolution was removed form the Consent Agenda for discussion.

McClelland Consulting Engineers, Inc. Amendment 1 – Task Order No. 9: A resolution approving Amendment No. 1 to Task Order No. 9 of a contract with McClelland Consulting Engineers, Inc. in the amount of $7,500.00 for engineering services associated with the executive hangar office addition project at Fayetteville Executive Airport-Drake Field.

Resolution 93-13 as recorded in the office of the City Clerk.

Center Point Contractors, Inc.: A resolution awarding Bid #13-23 and authorizing a contract with Center Point Contractors Inc. in the amount of $256,675.00 for construction of an executive hangar addition at Fayetteville Executive Airport-Drake Field, and approving a budget adjustment.

Resolution 94-13 as recorded in the office of the City Clerk.

Cintas Corporation: A resolution authorizing a contract with Cintas Corporation, pursuant to a cooperative purchasing agreement through the U.S. Communities Government Purchasing Alliance, for the rental of uniforms, mats, mops and other items through March 31, 2015, with two additional two year renewal options.

Resolution 95-13 as recorded in the office of the City Clerk.

Repealing Resolution No. 51-13 Bid #13-12 Terex Equipment Services: A resolution repealing Resolution No. 51-13, awarding Bid #13-12 and authorizing the purchase of three (3) Ford F-550 service body trucks from Terex Equipment Services of North Little Rock in the total amount of $127,545.00 for use by the Water and Sewer Division.

Resolution 96-13 as recorded in the office of the City Clerk.

UNOFFICIAL

Bid #12-79 Peterbilt of Fort Smith: A resolution authorizing the purchase of one (1) 2013 Peterbilt rear load refuse truck with Wayne body pursuant to Bid #12-79 from Peterbilt of Fort Smith in the amount of $220,995.00.

Resolution 97-13 as recorded in the office of the City Clerk.

2013 Arkansas Department of Environmental Quality E-Waste Grant: A resolution approving application for a 2013 Arkansas Department of Environmental Quality E-Waste Grant through the Boston Mountain Solid Waste District of $25,000.00 for an E-Waste coupon redemption program.

Resolution 98-13 as recorded in the office of the City Clerk.

2013 Arkansas Department of Environmental Quality Recycling Grant: A resolution approving application for a 2013 Arkansas Department of Environmental Quality Recycling Grant through the Boston Mountain Solid Waste District of $30,000.00 for indoor apartment recycling containers.

Resolution 99-13 as recorded in the office of the City Clerk.

Northwest Arkansas Regional Planning Commission: A resolution approving an amendment to the Intergovernmental Agreement with the Northwest Arkansas Regional Planning Commission relating to the second statement of joint principles, stressor response, and monitoring evolving water quality issues, authorizing an expenditure of up to $40,000.00 for the agreement, and authorizing a $5,000.00 contingency.

Resolution 100-13 as recorded in the office of the City Clerk.

Alderman Petty moved to approve the Consent Agenda as read with Community Development Block Grant Housing Program removed for discussion. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Schoppmeyer were absent.

The following item was removed from the Consent Agenda for discussion

Community Development Block Grant Housing Program: A resolution approving a budget adjustment in the total amount of $1,195.00 recognizing Community Development Block Grant income received from a Housing Program lien payoff.

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

This resolution was tabled indefinitely.

UNOFFICIAL

Unfinished Business:

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 ordinance was left on the Second Reading at the April 2, 2013 City Council meeting and sent to the Ordinance Review Committee. This ordinance was left on the Third Reading at the April 16, 2013 City Council meeting and Tabled to the May 7, 2013 City Council meeting.***

Alderman Long: This went to the Ordinance Review Committee. The committee recommended removal of Center Street from the ordinance.

Mayor Jordan: The amendment would be to remove Center Street and close Block, Mountain and East. I received an email from Alderman Schoppmeyer asking that this be tabled until he is present and can vote.

City Attorney Kit Williams: There have been several different versions of the ordinance. I have drafted a new ordinance with Center Street removed and made some other minor changes as reflected by the will of the Ordinance Review Committee. The revised ordinance was in your final agenda. Alderman Long pointed out that the revised ordinance did not mention free speech activities it only said non-profits. I could not add that administratively because that was not discussed and voted on at the Ordinance Review Committee. That would have to be an amendment that would need to be presented at the Council meeting. Also if you are going to allow prepared food to be sold we need to have it in the ordinance.

Alderman Gray moved to table the ordinance to the May 21, 2013 City Council meeting. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Schoppmeyer were absent.

This ordinance was left on the Third Reading at the May 7, 2013 City Council meeting and Tabled to the May 21, 2013 City Council meeting.

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 ordinance was left on the First Reading at the April 2, 2013 City Council meeting. This ordinance was left on the Second Reading at the April 16, 2013 City Council meeting.**

UNOFFICIAL

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

City Attorney Kit Williams read the ordinance.

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

Aaron Wirth, Cobblestone Homes, developer: I think we have everyone on board to start this project.

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

Ordinance 5580 as recorded in the office of the City Clerk.

Public Hearing:

Raze and Removal 320 W. North Street: A resolution certifying to the Tax Collector of Washington County, Arkansas the costs of razing and removal of a dilapidated and unsafe structure upon the property owned by Robert W. Wilkes located at 320 W. North Street in the City of Fayetteville, Arkansas.

Chad Ball, Code Compliance Administrator: As of today this bill has been paid in full by the property owner so we do not need to impose a lien.

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

This resolution was denied

Raze and Removal 1717 S. Stirman Avenue: A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Mary Lou Guthery located at 1717 S. Stirman Avenue in the City of Fayetteville, Arkansas, and approving a budget adjustment.

Mayor Jordan opened the Public Hearing.

Chad Ball: In early March of this year Code Compliance responded to a request from the Fire Department concerning this house. It is fire damaged and has been inspected. The Chief Building Official has determined that this is in violation. Notices have been sent to the property owners and to the Commissioner of State Lands. We spoke to the estate and they are working

UNOFFICIAL

with us to hopefully demo that themselves. We are asking that this resolution and budget adjustment be approved.

City Attorney Kit Williams: We received an in depth analysis and pictures that showed this dilapidated structure at agenda session. You can take that into account when you make your decision.

There was no public comment

Mayor Jordan closed the Public Hearing.

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

Resolution 101-13 as recorded in the office of the City Clerk.

New Business:

RZN 13-4334 (2925 Old Missouri/Good Shepherd: An ordinance rezoning that property described in rezoning petition RZN 13-4334, for approximately 3.8 acres, located at 2925 Old Missouri Road from RSF-4, Residential Single-Family, 4 units per acre, to P-1, Institutional.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the rezoning. Staff recommends approval as well as the Planning Commission with a 9-0 vote.

Tim Maddox, deMx architecture: This ordinance is about streamlining the process.

Alderman Kinion moved to suspend the rules and go to the second 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.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Long 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 5581 as recorded in the office of the City Clerk.

UNOFFICIAL

RZN 13-4359 (1851 E. Huntsville Rd./Kum & Go): An ordinance rezoning that property described in rezoning petition RZN 13-4359, for approximately 1.9 acres, located at 1851 East Huntsville Road from I-1, General Industrial, to C-1, Neighborhood Commercial.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance and the property located at this location. This rezoning is just for the 1.9 acres. Staff recommends in favor and the Planning Commission voted in favor of this request.

Aubrey Shepherd stated I am not against the rezoning. He voiced his concerns about the watersheds in the area of this property.

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

Alderman Petty: The past few times we have seen a rezoning request like this I have talked about our form based codes and advocated for them. I am not going to do that this time because I think the benefits over what is there are clear. It is something I don't think we should forget.

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

Ordinance 5582 as recorded in the office of the City Clerk.

JWC Environmental: An ordinance waiving the requirements of formal competitive bidding and approving an agreement with JWC Environmental in a current amount of $21,658.24 for Channel Monster repairs and approving future such repairs as needed at the Hamestring Sewer Pump Station.

City Attorney Kit Williams read the ordinance.

David Jurgens, Utilities Director gave a brief description of the equipment they would like to purchase.

UNOFFICIAL

Alderman Kinion moved to suspend the rules and go to the second reading. Alderman Long 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 Kinion moved to suspend the rules and go to the third and final reading. Alderman Gray 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 5583 as recorded in the office of the City Clerk.

City Council Agenda Session Presentations:

Economic Development 2nd Quarter Contract Update: Chung Tan and Steve Clark

City Council Tours:

May 6, 2013 5:00 PM
Woolsey Wet Prairie Wetlands and Broyles Farm

Announcements:

Adjournment: 6:50 p.m.

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

UNOFFICIAL

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
May 21, 2013

A meeting of the Fayetteville City Council will be held on May 21, 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:

Agenda Additions:

A. Consent:

1. Approval of the May 07, 2013 City Council meeting minutes.

2. **Bid #13-20 Shipley Motor Equipment Company:** A resolution awarding Bid #13-20 and authorizing the purchase of two (2) Mack trucks with Wayne Titan bodies from Shipley Motor Equipment Company in the amount of $490,120.00 for use by the Solid Waste Division.

3. **Bid #13-21 Terex Utilities:** A resolution awarding Bid #13-21 and authorizing the purchase of one (1) Ford F-550 truck from Terex Utilities of North Little Rock in the amount of $44,285.00 for use by the Transportation Division.

4. **Bid #13-24 Terex Utilities:** A resolution awarding Bid #13-24 and authorizing the purchase of one (1) Ford F-550 truck with Reading body and auto crane from Terex Utilities of North Little Rock in the amount of $72,660.00 for use by the Parks and Recreation Department.

5. **Bid #13-27 Rehrig Pacific Company:** A resolution awarding Bid #13-27 and authorizing a contract with Rehrig Pacific Company in the amount of $40,450.00 for the purchase of curbside recycling bins and lids and approving continuing purchases, as needed, for the next five (5) years pursuant to bid price adjustments.

6. **Belt Loader and Golf Car Purchase:** A resolution approving a budget adjustment in the amount of $27,275.00 to transfer funds to the Fleet Division for the purchase of one (1) belt loader and one (1) golf car for use at Fayetteville Executive Airport.

7. **Bid #13-28 Clifford Power Systems:** A resolution awarding Bid #13-28 and authorizing a contract with Clifford Power Systems in the amount of $36,705.17 for EPA mandated modification to the Noland Wastewater Treatment Plant backup power generator.

8. **Prism Education Center Lease Agreement:** A resolution approving a Community Development Block Grant Public Facility Lease Agreement with Prism Education Center for 10 S. College Avenue.

9. **Building Performance Institute Class Reimbursement:** A resolution approving a budget adjustment in the total amount of $1,195.00 recognizing reimbursement revenue for a Building Performance Institute class from Northwest Arkansas Community College.

10. **Northwest Arkansas Metro Chiefs Association Regional HAZMAT:** A resolution approving a budget adjustment in the amount of $28,565.00 to utilize Northwest Arkansas Metro Chiefs Association Regional HAZMAT team assets for purposes of start-up and outfitting of a Fayetteville HAZMAT team.

11. **AvFuel Corporation:** A resolution awarding RFP #13-05 and approving a five (5) year contract with AvFuel Corporation for the provision of aviation fuel and refueler trucks for Fayetteville Executive Airport-Drake Field.

12. **Keep America Beautiful/UPS Foundation Grant:** A resolution authorizing acceptance of a community tree planting non-matching grant from Keep America Beautiful and the UPS Foundation in the amount of $5,000.00.

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 ordinance was left on the Second Reading at the April 2, 2013 City Council meeting and sent to the Ordinance Review Committee. This ordinance was left on the Third Reading at the April 16, 2013 City Council meeting and Tabled to the May 7, 2013 City Council meeting. This ordinance was left on the Third Reading at the May 7, 2013 City Council meeting and Tabled to the May 21, 2013 City Council meeting.***

   Left on the Third Reading

C. New Business:

1. **Historic Woolsey Family Homestead:** A resolution to express the City Council's intent to examine the feasibility of preserving the historic Woolsey Family homestead in west Fayetteville.

2. **RZN 13-4348 (1035 N. Gregg Ave./Smith):** An ordinance rezoning that property described in rezoning petition RZN 13-4348, for approximately 0.44 acres, located at 1035 North Gregg Avenue from RMF-24, Residential Multi-Family, 24 units per acre to NC, Neighborhood Conservation.

3. **VAC 13-4346 (902 S. School St./Ferguson's Addition):** An ordinance approving VAC 13-4346 submitted by city staff for property located around 902 South School Street (Ferguson's Addition) to vacate a 60 foot right-of-way.

4. **Amend Chapters 151, 161, 164 and 172:** An ordinance to amend Chapters 151, 161, 164 and 172 of the Unified Development Code to modify certain standards within Urban Zoning Districts, to clarify and add flexibility to some of these requirements, to amend building height references and add a maximum building height to the C-1 Zoning District, and to provide supplement design standards for auto-oriented facilities within these districts.

5. **2013 COPS Hiring Program Matching Grant:** A resolution approving an application for a 2013 COPS Hiring Program matching grant in the amount of $375,000.00 to fund three (3) police officers for a period of four (4) years with the $348,494.00 matching requirement split proportionally between the City and the Fayetteville School District.

6. **Solid Waste Budget Adjustment:** A resolution approving a budget adjustment in the amount of $302,600.00 to provide funding from reserves for Solid Waste personnel training, additional roll-off containers, carts, and recycling containers.

7. **Willow Bend Development:** A resolution to express the City Council's intent to invest about one million dollars to cost share the construction of city infrastructure within the houses at Willow Bend development with proper assurances that affordable, owner occupied housing will be constructed and preserved in this new neighborhood.

8. **Amend Article XVI City Council Street Committee:** An ordinance to amend Article XVI City Council Street Committee of the Code of Fayetteville to change its name and provide additional areas for it to study and make recommendations to the full City Council.

D. City Council Agenda Session Presentations:

1. **CH2M Hill Wastewater Operations Annual Report -** Billy Ammons, CH2M Hill Regional Business Manager

E. City Council Tours:

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 Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution awarding Bid #13-20 to Shipley Motor Co of Lowell, AR in the amount of $490,120 for the purchase of two Mack trucks with Wayne Titan bodies for use by Solid Waste Division.

$ 490,120.00	$ 701,000.00	Solid Waste Vehicles/Equipment
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ -	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02082.2013	$ 701,000.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director — Date: 5-2-13

City Attorney — Date: 5-3-13

Finance and Internal Services Director — Date: 5-6-2013

Chief of Staff — Date: 5-6-13

Mayor — Date: 5/6/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 05-03-13 P04:38 RCVD

Received in Mayor's Office ENTERED 5/6/13 BRP

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation** TG

From: **Dennis Pratt, Fleet Operations Supt.**

Date: May 2, 2013

Subject: Purchase of Two Front load refuse trucks for Solid Waste

PROPOSAL: That City Council approve the purchase of two Front load solid waste trucks in the amount of $490,120 from Shipley Motor Co for use by Solid Waste Division.

RECOMMENDATION: Units #478 and #483 are both 2005 Autocar front load refuse trucks that are due for replacement. Neither is dependable for full time front line use.

Bid 13-20 was opened on March 26, 2013; a bid tab sheet is attached. The Shipley Motors Bid Option 2 meets all specs.

Fleet recommends purchasing the two Macks with Wayne Titan bodies off Bid 13-20 from Shipley Motors of Lowell, AR in the amount of $245,060 each, for a total of $490,120.

This purchase was unanimously approved by the Equipment Committee on April 30, 2013.

BUDGET IMPACT: This replacement was budgeted for on both the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-20 AND AUTHORIZING THE PURCHASE OF TWO (2) MACK TRUCKS WITH WAYNE TITAN BODIES FROM SHIPLEY MOTOR EQUIPMENT COMPANY IN THE AMOUNT OF $490,120.00 FOR USE BY THE SOLID WASTE DIVISION

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-20 and authorizes the purchase of two (2) Mack trucks with Wayne Titan bodies from Shipley Motor Equipment Company in the amount of $490,120.00 for use by the Solid Waste Division.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS

BID: 13-20
03/26/13
2:00 PM
CITY OF FAYETTEVILLE

Bid 13-20, Front Load Solid Waste Collection Trucks

	BIDDER	Item #	DESCRIPTION	MANUFACTURER/MODEL	Quantity		Unit Price		TOTAL BID PRICE
1	Downing Sales & Service, Inc. - Option 1	1	Diesel Powered Chassis	Peterbilt 320	2	$	138,626.00	$	277,252.00
4		2	Front Load Solid Waste Truck Body	PakMor Limited FPE840C Front Load	2	$	121,515.00	$	243,030.00
								$	520,282.00
2	Downing Sales & Service, Inc. - Option 2	1	Diesel Powered Chassis	Peterbilt 320	2	$	138,626.00	$	277,252.00
6		2	Front Load Solid Waste Truck Body	Bridgeport Manufacturing Frontier 42 Cubic Yard Front Loader	2	$	123,414.00	$	246,828.00
								$	524,080.00
3	Peterbilt of Fort Smith	1	Diesel Powered Chassis	Peterbilt 320	2	$	138,626.00	$	277,252.00
3		2	Front Load Solid Waste Truck Body	Wayne Titan Eco Force	2	$	111,060.00	$	222,120.00
								$	499,372.00
4	Shipley Motor Equipment Company - Option 1	1	Diesel Powered Chassis	Mack LEU613	2	$	134,000.00	$	268,000.00
5		2	Front Load Solid Waste Truck Body	Labrie Wittke	2	$	126,845.00	$	253,690.00
								$	521,690.00
5	Shipley Motor Equipment Company - Option 2	1	Diesel Powered Chassis	Mack LE613 $245,060 EACH	2	$	134,000.00	$	268,000.00
2		2	Front Load Solid Waste Truck Body	Wayne Titan Eco Force	2	$	111,060.00	$	222,120.00
	WE HAVE SEVERAL WAYNE TITAN BODIES - NO MACNEILUS BODIES							$	490,120.00
6	Shipley Motor Equipment Company - Option 3	1	Diesel Powered Chassis	Mack LE613	2	$	134,000.00	$	268,000.00
1		2	Front Load Solid Waste Truck Body	MaNeilus Atlantic	2	$	110,382.00	$	220,764.00
								$	488,764.00

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

CERTIFIED: P Vice — P. VICE, Purchasing MGR

Julie Paladino — WITNESS

03/26/13 — DATE

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:

Date: 5/2/2013

P.O Number:

Expected Delivery Date:

Vendor #: 1785

Vendor Name: SHIPLEY MOTOR CO

Mail Yes:____ No:___

Address:

Fob Point:

Taxable Yes:___ No:___

Quotes Attached Yes:_____ No:_____

City:

State: AR

Zip Code:

Ship to code: 50

Divison Head Approval:

Requester: Barbara Olsen

Requester's Employee #: 1940

Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2013 MACK LE613 TRUCKS WITH WAYNE	2	EA	245,060.00	$490,120.00	9700.1920.5802.00	02082.2013		
2	TITAN FRONT LOAD BODIES PER SPECS				$0.00				
3	BID #13-20. TO BE UNITS #4023, FIXED				$0.00				704023
4	ASSET 704023 AND #4024, FA #704024				$0.00				704024
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: $490,120.00

Tax: Exempt

Total: $490,120.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution awarding Bid #13-21 to Terex Utilities of N. Little Rock in the amount of $44,285 for the purchase of one 2013 Ford F550 for use by Transportation's Drainage Division.

$ 44,285.00	$ 750,500.00	Light/Medium Utility Vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 318,999.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02078.2013	$ 431,501.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Terry D. Gulley — 5-2-13
Department Director — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

5-6-13
City Attorney — Date

Paul A. Becker — 5-6-2013
Finance and Internal Services Director — Date

Received in City Clerk's Office 05-03-13 P04:39 RCVD
King.

5-6-13
Chief of Staff — Date

Received in Mayor's Office ENTERED 5/6/13 BRP

5/6/13
Mayor — Date

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Dennis Pratt, Fleet Operations Supt.**

Date: May 2, 2013

Subject: Purchase of one Utility Body truck for Transportation

PROPOSAL: That City Council approve the purchase of one Ford F550 with Reading Tommy Gate in the amount of $44,285 from Terex Utilities Equipment for use by Transportation.

RECOMMENDATION: Unit #337 is a 2002 Ford Dump truck that was due for replacement in 2010 and was pushed back to 2013. It needs to be replaced as it is no longer dependable for full time front line use. It is being replaced with a utility body crew cab with a lift gate as that better fits the current needs of Transportation's Drainage division.

Bid #13-21 was opened on March 26, 2013. Terex Utilities is the lowest bid and the bid meets specs; a bid tab sheet is attached.

Fleet recommends purchasing a 2013 Ford F550 with Reading Tommy gate from Terex Utilities of N. Little Rock, AR off Bid #13-21 in the amount of $44,285.

This purchase was unanimously approved by the Equipment Committee on April 30, 2013.

BUDGET IMPACT: This replacement was budgeted for on both the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-21 AND AUTHORIZING THE PURCHASE OF ONE (1) FORD F-550 TRUCK FROM TEREX UTILITIES OF NORTH LITTLE ROCK IN THE AMOUNT OF $44,285.00 FOR USE BY THE TRANSPORTATION DIVISION

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-21 and authorizes the purchase of one (1) 2013 Ford F-550 truck from Terex Utilities of North Little Rock in the amount of $44,285.00 for use by the Transportation Division.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

#337/381

Fayetteville
ARKANSAS

BID: 13-21
03/26/13
2:00 PM
CITY OF FAYETTEVILLE

Bid 13-21, Utility Truck with Liftgate

	BIDDER	Item #	DESCRIPTION	MANUFACTURER/MODEL	Quantity		Unit Price	TOTAL BID PRICE
4	1 Lindsay Ford Inc.	1	19,000 GVWR Crew cab and chassis	Ford F-550	1	$	33,233.00	
		2	9' Utility type truck body with Liftgate installed on above chassis (item 1)	Knapheide 6108D54FJ10/Service Body G2-54 1340TP27/Liftgate	1	$	14,758.00	
								$ 47,991.00
2	2 North Point Autogroup	1	19,000 GVWR Crew cab and chassis	Ford F-550	1	$	34,230.00	
		2	9' Utility type truck body with Liftgate installed on above chassis (item 1)	Monroe SB 108 M 5320 FT	1	$	11,577.00	
								$ 45,807.00
3	3 Republic Ford Lincoln, Inc.	1	19,000 GVWR Crew cab and chassis	Ford F-550 Crewcab & Chassis - 4X4 DRW	1	$	36,211.00	
		2	9' Utility type truck body with Liftgate installed on above chassis (item 1)	Monroe SB 108 M 5320-ft	1	$	11,577.00	
								$ 47,788.00
1	4 Terex Utilities South	1	19,000 GVWR Crew cab and chassis	Ford Superduty F-550 2WD Crew Cab	1	$	32,755.00	
		2	9' Utility type truck body with Liftgate installed on above chassis (item 1)	Reading Tommy Gate US108AHH/G2-60-1342-TP38	1	$	11,530.00	
								$ 44,285.00

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

CERTIFIED: P. VICE, PURCH MGR P Vice

WITNESS Julia Paladino

DATE 03/26/13

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: **5/2/2013** Bid #13-21 Terex Utilities

P.O Number:

Expected Delivery Date:

Vendor #: **15379**

Vendor Name: **TEREX UTILITIES**

Mail Yes:__ No: X

Address:

Fob Point:

Taxable Yes:__ No: X

Quotes Attached Yes:__ No: x

City:

State:

Zip Code:

Ship to code: **50**

Divison Head Approval:

Requester: **BARBARA OLSEN**

Requester's Employee #: **1940**

Extension: **485**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	**2013 FORD F550 CR4W CAB AND CHASSIS**	**1**	**EA**	**44,285.00**	**$44,285.00**	**9700.1920.5802.00**	**02078.2013**		
2	**WITH 9' UTILITY BODY AND LIFTGATE, PER**				**$0.00**				
3	**SPECS BID 13-21, TO BE UNIT #381, FIXED**				**$0.00**				
4	**ASSET #700381**				**$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: **$44,285.00**

Tax: TAX EXEMPT

Total: **$44,285.00**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution awarding Bid #13-24 to Terex Equipment of North Little Rock in the amount of $72,660 for the purchase of one Ford F550 with Reading body and Auto crane for use by Parks Division.

$ 72,660.00	$ 750,500.00	Light/Medium utility vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 363,284.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02078.2013	$ 387,216.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Terry L. Gulley — 5-2-13
Department Director — Date

J. Blake Wilkins — 5-6-13
City Attorney — Date

Paul A. Becker — 5-6-2013
Finance and Internal Services Director — Date

Don Marr — 5-6-13
Chief of Staff — Date

Lioneld Jordan — 5/6/13
Mayor — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 05-03-13 P04:40 RCVD
King.

Received in Mayor's Office ENTERED 5/6/13 BCP

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation** TG

From: **Dennis Pratt, Fleet Operations Supt.**

Date: May 2, 2013

Subject: Purchase of one Utility Body truck with Crane for Parks Division

PROPOSAL: That City Council approve the purchase of one Ford F550 with Ready body and Auto Crane in the amount of $72,660 from Terex Utilities Equipment for use by Parks & Recreation.

RECOMMENDATION: Unit #345 is a 2004 GMC Sierra that is due for replacement and is no longer dependable for full time front line use. This truck is an upgrade to a heavier duty truck so Parks has to pay the difference between what has been collected and the purchase price of the new unit. Parks downgraded the replacement of two mower replacements this year which leaves them excess replacement funds to cover the shortfall on this truck.

Bid 13-24 was opened on April 2, 2013; a bid tab sheet is attached. Terex Equipment is the lowest bid that meets specs.

Fleet recommends purchasing a Ford F550 with Reading body and Auto Crane off Bid #13-24 from Terex Equipment Service of North Little Rock in the amount of $72,660.

This purchase was unanimously approved by the Equipment Committee on April 30, 2013

BUDGET IMPACT: This replacement was budgeted for on both the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-24 AND AUTHORIZING THE PURCHASE OF ONE (1) FORD F-550 TRUCK WITH READING BODY AND AUTO CRANE FROM TEREX UTILITIES OF NORTH LITTLE ROCK IN THE AMOUNT OF $72,660.00 FOR USE BY THE PARKS AND RECREATION DEPARTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-24 and authorizes the purchase of one (1) 2013 Ford F-550 truck with Reading body and auto crane from Terex Utilities of North Little Rock in the amount of $72,660.00 for use by the Parks and Recreation Department.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

345/380

Fayetteville
ARKANSAS

BID: 13-24
04/02/13
2:00 PM
CITY OF FAYETTEVILLE

Bid 13-24, Service Body Truck with Crane Re-Bid

	BIDDER	DESCRIPTION	MANUFACTURER/MODEL	Quantity	TOTAL BID PRICE
1	Caseco Truck Body & Equipment Sales, LLC.				
	Item 1	19,000 GVWR 4x4 Extended cab and chassis	Ford F-550	1	$ 34,650.00
3	Item 2	9' Low profile utility type truck body installed on above chassis (Item 1)	Caseco MM14225 Custom	1	$ 20,925.00
	Item 3	5,000 lb. capacity hydraulic crane installed on above body (Item 2)	Stellar 5521	1	$ 22,850.00
					$ 78,425.00
2	Lindsay Ford, Inc.				
	Item 1	19,000 GVWR 4x4 Extended cab and chassis	Ford F-550	1	$ 33,250.00
1	Item 2	9' Low profile utility type truck body installed on above chassis (Item 1)	Knapheide 7108 Crane Body BODY DOESN'T MEET SPECS	1	$ 28,716.67
	Item 3	5,000 lb. capacity hydraulic crane installed on above body (Item 2)	Autocrane 5005H Auto Crane	1	$ 7,509.33
					$ 69,476.00
3	Republic Ford Lincoln, Inc.				
	Item 1	19,000 GVWR 4x4 Extended cab and chassis	Ford F-550 4X4 Ext. Cab & Chassis DRW		$ 33,593.00
	Item 2	9' Low profile utility type truck body installed on above chassis (Item 1)	Monroe TM6 108 MI 5320-FT-LS BODY+CRANE DO NOT MEET SPECS		$ 35,894.00
	WITHDREW BID Item 3	5,000 lb. capacity hydraulic crane installed on above body (Item 2)	VENTURO HT25KX		Included with Item 2
					$ 69,487.00
4	Terex Equipment Service				
	Item 1	19,000 GVWR 4x4 Extended cab and chassis	Ford Super Duty F-550 DRW 4WD SuperCab		$ 34,780.00
2	Item 2	9' Low profile utility type truck body installed on above chassis (Item 1)	Reading USLP108BAHHDW		$ 13,185.00
	Item 3	5,000 lb. capacity hydraulic crane installed on above body (Item 2)	Auto Crane 5005 FM Nexstar II		$ 24,695.00
					$ 72,660.00

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

CERTIFIED: P Vice — P. VICE, Purchasing MGR

Julie Paladino — WITNESS

04/03/13 — DATE

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:

Date: **5/2/2013** Bid #13-24 Terex Utilities

P.O Number:

Expected Delivery Date

Vendor #: **15379**

Vendor Name: **TEREX UTILITIES EQUIPMENT**

Mail Yes:__ No: X

Address:

Fob Point:

Taxable Yes:___ No: X

Quotes Attached Yes:____ No: x

City:

State:

Zip Code:

Ship to code: **50**

Divison Head Approval:

Requester: **BARBARA OLSEN**

Requester's Employee #: **1940**

Extension: **485**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	**2013 FORD SUPER DUTY F550 4X4 SUPERCAB**	**1**	**EA**	**72,660.00**	**$72,660.00**	**9700.1920.5802.00**	**02078.2013**		**700380**
2	**WITH READING BODY AND AUTO CRANE PER**				**$0.00**				
3	**SPECS ON BID 13-24. TO BE UNIT #380,**				**$0.00**				
4	**FIXED ASSET #700380**				**$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: **$72,660.00**

TAX EXEMPT

Total: **$72,660.00**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

May 21,2013
City Council Meeting Date
Agenda Items Only

Brian Pugh	Solid Waste and Recycling	Transportation
Submitted By	**Division**	**Department**

Action Required:

Approve a resolution awarding Bid 13-27 to Rehrig Pacific for an initial bulk purchase of $40,450.00 for the purchase of curbside recycling bins and lids, and approval to purchase recycling bins and lids on an as needed basis for a total of five (5) years, with approved adjusted price increases as bid.

$ 40,450.00	$ 201,281.00	Recycling
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5060.5227.00	$ 55,277.17	Materials and Supplies
Account Number	Funds Used to Date	Program / Project Category Name
	$ 146,003.83	Solid Waste
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] **Budget Adjustment Attached** [ ]

Department Director — Date 5/6/13

City Attorney — Date 5-6-13

Finance and Internal Services Director — Date 5-6-2013

Chief of Staff — Date 5-6-13

Mayor — Date 5/6/13

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 05-03-13 P03:38 RCVD Kim Z.

Received in Mayor's Office ENTERED 5/6/13 BCP

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Terry Gulley, Transportation Director

From: Brian Pugh, Waste Reduction Coordinator

Date: May 3rd, 2013

Subject: Approve a resolution awarding a Bid 13-27 with Rehrig Pacific for $40,450.00 for curbside recycling bins

RECOMMENDATION

Approve a resolution awarding Bid 13-27 to Rehrig Pacific for an initial bulk purchase of $40,450.00 for purchase of curbside recycling bins and approval to purchase recycling bins for a five (5) year period, with approved adjusted and allowed price increases as bid.

BACKGROUND

Curbside recycling bins are purchased each year for use in the recycling program. These bins are 18 gallons and come with a domed lid to keep items from blowing or getting wet. The bins are sized for ease of use in the curbsort program. The recycling program recently started allowing each resident to have two recycling bins instead of one when moving into a residence. Businesses that participate in the program are also allowed to start with two bins at no cost. This practice encourages bottles and containers to be placed into one bin and paper items like mixed paper and newspaper into the second bin. This process allows for better efficiency on the recycling route for collection by the recycling driver.

DISCUSSION

There were three bids and one no bid received. The bids are showed below:

Company	Total Bid	Spec issues
Downing Sales and Service	No bid	N/A
Otto Environmental Systems LLC	$37,090.00	Bin length & lid capacity
Peninsula Plastics Limited	$29,625.00	Lid capacity color, bin capacity exceeds max allowed, bin measurements
Rehrig Pacific Company	$40,450.00	Lowest responsive responsible bidder meeting specifications

BUDGET IMPACT

Funds are available in the Solid Waste operational budget 5500.5060.5227.00.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-27 AND AUTHORIZING A CONTRACT WITH REHRIG PACIFIC COMPANY IN THE AMOUNT OF $40,450.00 FOR THE PURCHASE OF CURBSIDE RECYCLING BINS AND LIDS AND APPROVING CONTINUING PURCHASES, AS NEEDED, FOR THE NEXT FIVE (5) YEARS PURSUANT TO BID PRICE ADJUSTMENTS

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 #13-27 and authorizes a contract with Rehrig Pacific Company in the amount of $40,450.00 for the purchase of curbside recycling bins and lids and approving continuing purchases, as needed, for the next five (5) years pursuant to bid price adjustments.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS

BID: 13-27
DATE: 04/30/13
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 13-27, Recycling Bins

Item #	Description	Est Qty	Downing Sales & Service, Inc.		Otto Environmental Systems(NC), LLC.		Peninsula Plastics Limited		Rehrig Pacific Company	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Recycling Bins	3,000			$7.44	$22,320.00	$6.25	$18,750.00	$8.84	$26,520.00
2	Lids for Recyling Bins	3,500			$4.22	$14,770.00	$2.25	$7,875.00	$3.98	$13,930.00
	TOTAL BID PRICE=			NO BID		$37,090.00	$26,625.00 with no RFID, $29,625.00 with RFID	$26,625.00		$40,450.00

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

CERTIFIED: P Vice
P. VICE, PURCHASING MANAGER

Julie Paladino
WITNESS

04/30/13
DATE

Fayetteville
ARKANSAS

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

INVITATION TO BID

INVITATION TO BID: Bid 13-27, Recycling Bins
DEADLINE: Tuesday, April 30, 2013 before 2:00 PM, Local Time – Room 306
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us
DATE OF ISSUE AND ADVERTISEMENT: Monday, April 08, 2013

INVITATION TO BID
Bid 13-27, Recycling Bins

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

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

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

Name of Firm: Rehrig Pacific Company

Contact Person: John Seabaugh Title: Sales Represetative

E-Mail: JSeabaugh@RehrigPacific.com Phone: Office: 800-426-9189 Cell: 972-977-2723

Business Address: 625 West Mockingbird Lane

City: Dallas State: TX Zip: 75247

Signature: Date: April 11, 2013
William J. Rehrig, President

City of Fayetteville
Bid 13-27, Recycle Bins
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Products shall be received within **45 calendar days** from date of received Purchase Order.

Item	Description	Estimated Quantity		Price per Unit		Total Bid Per Line Item
1	Recycling Bins Includes RFID Tag	3,000	x	$ 8.84	=	$ 26,520.00
2	Lids for Recycling Bins	3,500	x	$ 3.98	=	$ 13,930.00
					Total Base Bid Sum of calculated Line Item 1 + Line Item 2	$ 40, 450.00

Please see attached
Price Adjustment Clause

THIS BID FORM CONTINUES ON THE NEXT PAGE

NAME OF BIDDER: Rehrig Pacific Company

Bid Forms

Rehrig Pacific Company
SINCE 1913

Resin Price Adjustment Clause and Sample Calculation

Rehrig Pacific will use the industry standard Chemical Data Resin Market Price Index, for adjusting the price on a yearly basis based on High Density Polyethylene(see Chemical Data Index, CDI, Injection Grade HDPE pricing for March). Given that this index will be used for adjusting the price on a per pound basis, utilizing this index for setting the base will give the City of Fayetteville the most competitive, accurate, consistent, and up to date pricing. Currently, the price is set at $0.755/pound and we will use this as the base resin price. Please see below for our bin resin weight and for example equation of how price adjustments will be made.

EXAMPLE:

18 Gallon Bin – 4.40 lbs

Current Market Resin Price = $0.755/pound
Resin Market Resin Price, July 2014 = $0.805/pound

$.05/pound = Difference in Price

The 18 gallon bin price would increase by $0.22 (4.4 lbs pounds x $0.05)

Rehrig Pacific respectfully requests that City of Fayetteville accept our price adjustment clause as it is the industry standard method of calculating price changes and also allows Rehrig to provide the most competitive pricing possible. We recognize that we will only be able to exercise this clause once per year, after the first year of the contract, and the maximum allowable increase will be capped at 5%.

EXECUTION OF BID -
If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

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

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

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

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

***NAME OF FIRM:** Rehrig Pacific Company

Purchase Order/Payments shall be issued to this name

Remit to: PO Box 514457, Los Angeles, CA 90051

***BUSINESS ADDRESS:** 625 W. Mockingbird Lane

***CITY:** Dallas ***STATE:** TX ***ZIP:** 75247

Cell: 972-977-2723

***PHONE:** Office: 800-426-9189 **FAX:** 214-638-7477

***E-MAIL:** JSeabaugh@RehrigPacific.com

***BY: (PRINTED NAME)** William J. Rehrig

***AUTHORIZED SIGNATURE:** _____

***TITLE:** President

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Rehrig Pacific Company
SINCE 1913

Board of Directors Resolution

At a duly constituted meeting of the Board of Directors of Rehrig Pacific Company (the "Corporation"), a corporation organized under the laws of the State of Delaware, at which meeting a quorum was present and voting throughout:

WHEREAS, the Corporation wants to establish those qualified as board members to sign bid and contract documents.

NOW THEREFORE BE IT RESOLVED, that the Corporation appoints William J. Rehrig, President qualified to sign any and all such documents relating to contracts or bids.

In witness whereof, I have hereunto set my hand and affixed the seal of the Corporation.

Rehrig Pacific Company

By: _____
James L. Drew, Chief Financial Officer

Dated: _____

A true copy
ATTEST:

resolutioncfo

City of Fayetteville
Bid 13-27, Recycle Bins
Bid Form

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

   a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.

   b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.

   c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

   d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.

   e. Bidders must have experience in providing products and/or services of the same or similar nature.

   f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

   g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.

   h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

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

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

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

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

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

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

   a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
   b. The City of Fayetteville reserves the right to accept or reject any or all bids.
   c. The City of Fayetteville reserves the right to cancel the entire bid.
   d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in th invitation to bid or in bids submitted.

Bid Forms

e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

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

6. **CONFLICT OF INTEREST:**

a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".

b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWL OF PROPOSAL:**

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

8. **LATE PROPOSAL OR MODIFICATIONS:**

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

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

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

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

10. **PROVISION FOR OTHER AGENCIES:**

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

Exhibit 10 Suppl

11. **COLLUSION:**

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

12. **RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. **CITY INDEMNIFICATION:**

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

14. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

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

15. **ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

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

16. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

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

17. **PAYMENTS AND INVOICING:**

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

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made aft

Bid Forms

approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. **CANCELLATION:**

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

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

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

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

20. **NON-EXCLUSIVE CONTRACT:**

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

21. **LOBBYING:**

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

Bid Forms

22. **ADDITIONAL REQUIREMENTS:**

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

23. **ADD OR DELETE LOCATIONS OR SERVICES:**

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

24. **INTEGRITY OF BID DOCUMENTS:**

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

25. **OTHER GENERAL CONDITIONS:**

a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall be included in the bid price***. Applicable Arkansas sales tax laws will apply to this bid. The City of Fayetteville is not exempt from sales tax.

c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.

d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. . The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telepho (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayettevi Purchasing Division to provide documents providing a clear and accurate understanding of the scope work to be completed and/or goods to be provided. We encourage all interested parties to ask questio to enable all bidders to be on equal bidding terms.**

i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

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

Bid Forms

City of Fayetteville
Bid 13-27, Recycle Bins
Technical Specifications: Recycling Bins and Lids

1. GENERAL:

1.1 General specification requirements are as follows for CURBSIDE RECYCLING BINS AND ACCESSORIES. These are MINIMUM SPECIFICATIONS ONLY and are not limited or restrictive.

1.2 ALL UPGRADE OR DOWNGRADE VARIATIONS, DEVIATIONS OR SUBSTITUTIONS SHALL BE CLEARLY ANNOTATED ON THE BID FORMS AND PAGES PROVIDED IN THIS BID. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

1.3 Alternates will be considered provided each Bidder clearly states on the face of the submitted bid exactly what is proposed to furnish and forwards necessary descriptive material which shall clearly indicate the character of the article covered by the bid. All bids are subject to City evaluation.

1.4 All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "highlighted" and specifics noted is suggested.

1.5 Bidder shall submit a sample bin and lid for inspection. Samples shall be received before the stated deadline. Samples submitted shall be identical to the units being bid, including hot stamps which will faithfully represent the quality available. All costs for the delivery of this sample will be the responsibility of the bidder.

1.6 The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid. The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

a. GENERAL: It is the intent and purpose of these specifications to secure for the purchaser the necessary products which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.
b. MATERIALS AND WORKMANSHIP: All products, materials, and workmanship shall be of the highest grade in accordance with modern practices. All items bid shall be new, standard production, unused, and offered for commercial trade.

1.7 All items within the bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award. All specifications written are to *minimums*, unless otherwise noted.

1.8 All items bid shall inclusive of all charges, including but not limited to materials, labor, freight, shipping, maintenance, warranty, etc.

1.9 This order will be placed in bulk quantities with an initial order of 3,000 bins and 3,500 lids.

1.10 Pricing shall remain firm for a period of 1 year from bid due date.

1.11 The City of Fayetteville intends on utilizing this bid for a period of five years, ordering on an as needed basis.

a. In the event of a general price schedule ***decrease*** during the contract period, the City shall be guaranteed full benefit of the price reduction for all undelivered orders on the effective date of the decrease and thereafter. Bidder guarantees against increases in quoted price for the first year of the contract period. Thereafter in the event bidder's manufacturer/supplier ***increases*** the general price schedule, the bidder may submit a price adjustment request to the Purchasing Office (Andrea Foren – aforen@ci.fayetteville.ar.us). The price adjustment request will be accepted so long as the requested increase in prices does not exceed the direct price increases published in the manufacturer's revised general price schedule (for example if manufacturer's price increases $.10/unit, he may request an adjustment not to exceed $.10/unit in the contract award price) The contractor shall submit a letter from the manufacturer certifying the increased cost with each price adjustment request. All adjusted prices shall be competitive with the prevailing market price.
b. Price adjustments shall be requested sixty (60) calendar days in advance. No price increase shall exceed five percent within a 12 month period.
c. The City reserved the right to reevaluate bidders in their standing in the event of a vendor price increase or to issue a re-bid in the event of a price increase.

2. TECHNICAL ITEM SPECIFICATIONS - ITEM 1: CURBSIDE RECYCLING BIN

2.1 **USAGE**:

a. This product will be used by the Solid Waste Division for curbside collection of recyclable materials.

2.2 **GENERAL**:

a. The specification is for household recycling bins for use in the City of Fayetteville Curbside Recycling Program.
b. Bins purchased must be new and shall meet all specifications.
c. Residents will place recyclable materials (aluminum, steel, glass, #1 & #2 plastic containers, chipboard, newspaper and junk mail) in recycling bins, and then place them at the curb for collection by city recycling crews. Cardboard will be bundled separately and placed next to bin for collections.
d. Bins will be rectangular, with solid sides (no mesh walls or cut out front), open top, and no sharp corners or edges.

2.3 **BIN QUALITY AND DESIGN**:

a. Bin capacity shall be a maximum of 19.0 U.S. gallons and weigh a maximum of 5.0 pounds. Minimum bin capacity shall not be less than 18.0 U.S. gallons. The minimum thickness of the walls shall be 110 mils on the side and 120 mils on the bottom.
b. Bins shall have four (4) holes in the bottom for drainage and shall be raised off the ground to allow drainage to occur.
c. Bins shall have two (2) molded, extended handles on both ends, of adequate size to facilitate lifting with gloved hands.
d. Maximum outside dimensions shall be 13.50" height; 25.25" length; and 17.60" width.
e. Maximum inside dimensions shall be 13.00" height; 20.25" length; and 14.60" width.
f. Bins shall be Kelly Green in color with hot stamp artwork in reflective white.
g. Bins shall have space available on both sides and end panels for separate hot stamp ima Hot stamped text and graphics will be applied on side panels. Both sides sha printed in English. The text and graphics are attached to and made a part of the

Bid Forms

specifications.

h. The month and year of manufacture shall be molded clearly into each container. Month and year format shall be standardized to ## / 20##.

2.4 MATERIAL REQUIREMENTS:

a. Bins shall be one-piece, molded of high density polyethylene plastic.
b. Bins shall contain a minimum of 50% post-consumer recycled plastic. Bin shall include contact information for post-consumer recycled plastic supplier.
c. Bin material shall be formulated with ultraviolet stabilizer to prevent deterioration and sufficient pigmentation to resist discoloration in sunlight.

2.5 FUNCTIONAL/PERFORMANCE REQUIREMENTS

a. Bins shall have a minimum rated capacity of fifty pounds.
b. Bins shall withstand climate extremes of -10 to 120 degrees Fahrenheit.
c. Bin body and hot stamped areas shall be cleanable with household cleaners without damage or defacement.

2.6 MARKINGS: Each container shall be permanently marked with letter/numbers, as follows:

a. **SERIAL NUMBER BAR CODES & RFID TAGS:** Each container must have a bar code serial number and UHF RFID combined adhesive sticker attached to each container. The final serial number bar code sequence shall be determined by the City of Fayetteville, but will contain 8-9 alphanumeric digits. The serial number on the bar code shall be encoded on the UHF RFID tag prior to being installed on the container. The tag shall be affixed at the manufacturing facility prior to shipment.
b. Each container shall be produced and shipped with a bar code and UHF RFID tag that have the serial number.

c. **RFID & BAR CODE INTEGRATION:** All 18-19 gallon containers shall be equipped with a serialized bar code and UHF RFID tag. The bar code serial number and RFID tag shall be a high strength adhesive sticker that secures tightly on each container. The bar code shall also contain a 8-9 digit serial number that will be determined by the City of Fayetteville and the awarded bidder. To avoid interference with the container contents/materials, RFID tags placed inside of the container are **unacceptable.**

d. **RFID TAG & BAR CODE SERIAL NUMBER:** It is the responsibility of the container manufacturer to maintain serialization of the barcode and the RFID tag. Each container shall have a unique serial number. The RFID tag shall be encoded with the serial number that is on the barcode of the container. The final serial number bar code sequence shall be determined by the City of Fayetteville, but will contain 8-9 alphanumeric digits.

e. **RFID TAG SPECIFICATIONS:** Dual layer 3 mill Polyester RFID sticker with heavy duty pressure sensitive adhesive. Any RFID inlay listed at http://rfid.uark.edu/684.asp can be used. The serial number and the barcode of the serial number shall be printed on the RFID tag. The serial number shall be encoded on the RFID tag. The data on the RFID tag shall be Perma-locked. All RFID tags values shall be verified to match the serial number on the barcode with rejects removed.

   i. Base Material: Tear and moisture resistant .002" white polyester
   ii. Laminate: .001" clear polyester

Bid Forms

iii. Colors: White w/ black printing
iv. Printed Sides: 1
v. Die Cut: Yes
vi. Adhesive: Permanent outdoor acrylic adhesive UV resistant
vii. Bar Code Info: Supplied by container manufacturer & City

f. **RFID INLAY SPECIFICATIONS:**
i. Protocol: EPC Class 1 Gen 2 and ISO/IEC 18000-6C
ii. Memory: 96 bits
iii. Frequency range: 860 to 960 MHz
iv. Service Temperature Range: -40° F to +150° F
v. Storage Temperature: -40° F to +185° F

g. **RFID TAG TESTING:** The RFID shall be tested at the manufacturing facility to ensure that it is working properly prior to shipment. Bidder shall provide a file generated from a UHF reader and confirm that the tags have been read and tested prior to shipping the containers.

2.7 EXPERIENCE/COMPLIANCE:

a. **CONTAINER EXPERIENCE:** The bidder shall have at minimum of (10) ten years experience in the USA of continuous production/manufacturing of injection molded containers for use in automated and semi-automated collection systems.

i. STATE YEARS OF EXPERIENCE:_____ years

b. **REFERENCES:** Bidder shall submit with its bid a reference list of municipalities currently using the bidder's products. The list shall include at least ten (10) municipalities who currently have at least 15,000 containers in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference. Failure to include these references could result in bid disqualification.

2.8 SAMPLES, INSPECTION, AND TEST REQUIREMENTS:

a. Bidder shall deliver a sample bin and lid for inspection with their bid. All samples shall be identical to the items being bid, excluding hot stamps. A hot stamped bin shall only be required by the awarded bidder prior to mass bin production. All costs for the delivery of this sample shall be the responsibility of the bidder. Bids and samples shall be sent to the Purchasing Office at 113 West Mountain St, Room 306 in Fayetteville, Arkansas 72701 and shall be received before the deadline.
b. Bidder shall submit Certification of Freezer Drop Test confirming compliance with specification in 5b.
c. At the time of distribution to individual residents, each unit shall be inspected for condition and specification compliance by the City representative. If a unit has to be rejected for any reason, the bidder shall be required to pick up the unit at the point of delivery to the City, and provide the City with credit, refund, or replacement, whichever is requested by the City, in a timely manner.
d. Total base bid shall be inclusive of all charges for all items bid.

Initials

3. TECHNICAL ITEM SPECIFICATIONS - ITEM 2: CURBSIDE RECYCLING BIN LIDS

3.1 **USAGE**:

a. This product will be used by our residential sector to protect the curbside recyclables from inclement weather.

3.2 **GENERAL**:

a. The specification is for lids for recycling bins used in the City of Fayetteville Curbside Recycling Program.
b. Lids for recycling bins shall be of a locking dome variety.
c. Hinge tops shall not be accepted.

3.3 **LID QUALITY AND DESIGN**:

a. Lids for recycling bins shall have a minimum three (3) U.S. gallon capacity as an accessory.
b. The minimum thickness of the lids shall be 110 mils.
c. Lids shall have a snap-lock which holds securely and conforms to handles.
d. Lids shall be black in color.
e. Flat surface lids shall not be accepted.

3.4 **MATERIAL REQUIREMENTS**:

a. Lids shall be one-piece, molded of high density polyethylene plastic.
b. Lids shall contain a minimum of 50% post-consumer recycled plastic.
c. Lid material shall be formulated with ultraviolet stabilizer to prevent deterioration and sufficient pigmentation to resist discoloration in sunlight.

3.5 **FUNCTIONAL/PERFORMANCE REQUIREMENTS**.

a. Lids shall withstand climate extremes of -10 to 120 degrees Fahrenheit.

3.6 **SAMPLES, INSPECTION, AND TEST REQUIREMENTS:**

a. Bidder shall deliver a sample lid for inspection to the City which shall be identical to the unit being bid before the bid deadline. All costs for the delivery of this sample will be the responsibility of the bidder.
b. Bidder shall submit Certification of Freezer Drop Test confirming compliance with specification.
c. At the time of distribution to individual residents, each unit shall be inspected for condition and specification compliance by the City representative. If a unit has to be rejected for any reason, the bidder shall be pick up the unit(s) at the point of delivery to the City, and provide the City with credit, refund, or replacement, whichever is requested by the City, in a timely manner.

4. HOT STAMPS ARTWORK FOR SIDES OF BINS: Actual artwork will be provided to low bidder. Hot stamp locations to be determined after bid award.

4.1 **Hot Stamp #1**: Actual file for image will be provided to awarded bidder.

Fayetteville
ARKANSAS

Bid Forms

4.2 **Hot Stamp #2:** Actual file for image will be provided to awarded bidder.

Address

FAYETTEVILLE RECYCLES

Remember...

* Please put bin out by 5:00a.m.or the night before.
* Please remove bin from curbside after collection.
* Separate newspaper and mixed paper from other recycling.
* Please keep recyclables and container clean.

Recycling saves landfill space. Please Recycle!
Fayetteville Solid Waste and Recycling * 575-8398
1560 Happy Hollow Road, Fayetteville, AR 72701
www.accessfayetteville.org

5. WARRANTY:

5.1 All items bid shall include manufacturer's standard warranty, which shall begin from date of delivery and acceptance from the City of Fayetteville.

5.2 Warranty shall include all parts, labor, shipping, mailing charges, and transportation of parts to and from the location of the warranty service center.

5.3 Successful vendor shall be responsible for warranty administration of all items bid.

Bid Forms

Rehrig Pacific Company

Recycle Bin Warranty

"HUSKYLITE®" Recycle Bin Warranty

Rehrig Pacific Company offers a unique full warranty for a period of 5 years. Rehrig Pacific Company warrants that its HuskyLite® Recycle Bin containers purchased will conform to all applicable specifications and will be free from defects in material and workmanship. The conditions of this warranty include failure of the bin, lid and all hardware if applicable.

Rehrig Pacific Company extends this warranty only to the first purchaser of the HuskyLite® containers.

EXCLUSIONS FROM WARRANTY COVERAGE

This warranty does not cover:

1. Use under circumstances exceeding specifications
2. Buyer or user abuse or vandalism
3. Unauthorized repair or alteration
4. Damage or failure as a result of incompatible, improperly installed, improperly operated, or defective lifting or dumping mechanisms
5. Damage or failure caused by natural calamities such as fire, storm, or high winds

ADMINISTRATION OF WARRANTY

Any component that fails during the five (5) year warranty will be replaced at no cost to the Buyer provided that:

- Buyer notifies Rehrig Pacific Company in writing no later than the end of the applicable warranty period of the claimed defects.

  Rehrig Pacific Company
  1000 Raco Court
  Lawrenceville, GA 30045
  Attn: Warranty Claims Department

- Buyer agrees that Rehrig Pacific Company shall have the right to inspect and test the allegedly defective container.
- Determination of the alleged failure shall be made jointly by the judgment of the Buyer and Manufacturer.

Rehrig Pacific Company

Rehrig Pacific Company History

For nearly 100 years, Rehrig Pacific has believed the key to success lies in making products that give our customers a real advantage. Our goal is always to deliver sustainable products and services that creatively increase handling efficiencies and provide an excellent return on investment for our customers. The conversion of ideas to concepts and concepts to solutions has been our core strength from the beginning.

In 1913, we began as a small Los Angeles manufacturer of reusable wooden crates for the fledgling automotive and growing prepared foods industries. In the '30s, seeking to improve product life and utility, the company expanded its technology base to include making crates from steel wire as well. A family tradition of growth, service and innovation had begun.

In the 1960s, when advances in plastic molding brought about the potential for manufacturing larger parts, Rehrig realized that significant advantages for their customers would come from reusable and recyclable injection molded parts. The new technology enabled designs of complex geometric shapes with a unique combination of high strength and light weight. One could add strength and longevity by varying wall thickness at critical load-bearing and wear points. Precise tolerances and predictability could be achieved. Clearly, plastics would revolutionize all transport packaging and storage container applications.

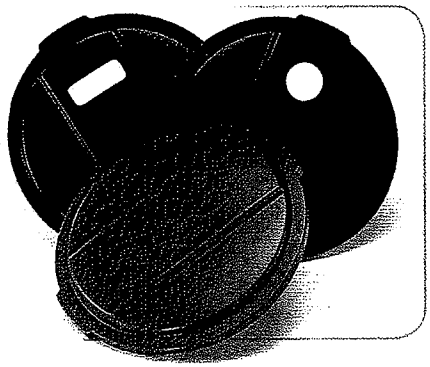
The dairy, beverage and baking industries were the first to realize the benefits of Rehrig Pacific's new injection molding capabilities. Demand for milk cases and bakery trays led Rehrig to open a branch manufacturing facility in Erie, Pennsylvania in the early '70s to serve Eastern markets. This early success allowed Rehrig to expand to new industry segments and prompted the design of innovative shipping containers for soft drink bottlers. Soon, additional branches followed in the South, Mid-West and Northeast.

In the late '80s, the realization of declining landfill capacity and growing environmental awareness all across the country drove curbside recycling to become an important component of the waste collection industry. At the request of several different cities and haulers, Rehrig Pacific developed a source separation 3-bin system and a co-mingle collection single bin that successfully set the standard for efficient household recyclables collection for the next two decades. This growing partnership then led to the development of the Rehrig line of Roll-out Carts in 1992 and a significant investment in plants and machinery to make and supply these large injection molded parts. Our Recycling and Waste Collection business has become one of the largest components of Rehrig Pacific and, more importantly, provided a blueprint for future investment and expansion. Rehrig Pacific has now become both the industry and market share leader in recycle bins, roll-out carts and rotationally molded commercial containers across North America and offers a growing number of container asset management and service tracking programs, including RFID tracking, for our customers as well.

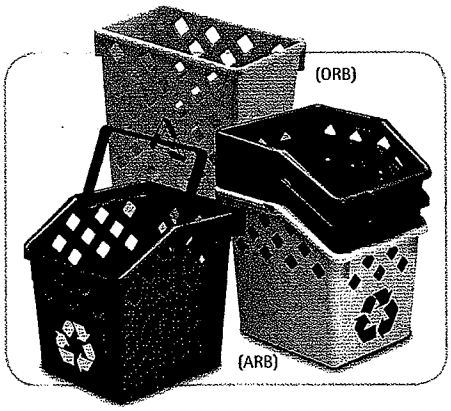
Today, Rehrig's footprint has expanded to include seven manufacturing locations in the United States: Los Angeles, CA; Erie, PA; Lawrenceville, GA; Dallas, TX; De Soto, KS; Pleasant Prairie, WI; Orlando, FL; and Queretaro, Mexico. Rehrig Pacific has sales offices in the United Kingdom, Brazil, and Hong Kong and a growing network of licensees worldwide.

Round Cans™ & Recycle Bins

A proven container for every need.



Round Cans share the same domed lid with optional cut-outs for recyclables.



Apartment and Office Paper Recyclers are distinctive additions to successful recycling programs.

Rehrig Pacific consistently delivers innovative and sustainable products and services providing real value for communities and haulers throughout North America.

Round Cans™

The Rehrig Pacific Round Can™ is the first round container rigid enough to be emptied manually or with automated lifters. The reinforced top rim, ergonomic handles and triple-drag rail bottom stand up to the rigors of curbside collection where others fail.

The Round Can comes in two sizes. 25 or 32 gallon (95lt or 120lt), which share the same lid. Both can be used for recycling, organic waste or household refuse collection.

Recycle Bins

Rehrig Pacific has the right size and style recycle bin for all your recycling needs:

- *HuskyLite® Bins*
  Designed in 14 and 18 gallon sizes for commingled curbside programs where capacity and easy handling are critical.
- *Stacking Bin System*
  This is the interlocking stacking system that set the standard for source separation programs.
- *Apartment Recycler (ARB)*
  Easy carrying and easy access are hallmarks of this distinctive bin, with its integral handle, open-diamond design and drop front.
- *Office Paper Recycler (ORB)*
  An open-diamond design with attractive, textured finish to resist scuffing clearly identifies this container as a desk-side recycler.

Corporate Headquarters:
4010 East 26th St., Los Angeles, CA 90058
(323) 262-5145 (800) 421-6244 FAX: (323) 269-8506

United States:
Los Angeles, CA (800) 421-6244 • Erie, PA (800) 458-0403
Atlanta, GA (800) 241-9693 • Dallas, TX (800) 426-9189
Kenosha, WI (800) 934-3312 • De Soto, KS (866) 265-4108
Orlando, FL (800) 998-2525

International:
Canada (800) 315-4379 • Mexico +52 (442) 296-2000
United Kingdom +44 (0)8454 684668

Email: info@rehrigpacific.com
Web: www.rehrigpacific.com

Rehrig Pacific Company
SINCE 1913

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

© 2010 Rehrig Pacific Company. In keeping with our goal of continuing product improvement, Rehrig Pacific Company reserves the right to change materials, designs, and specifications without notice or obligation.

Round Cans™

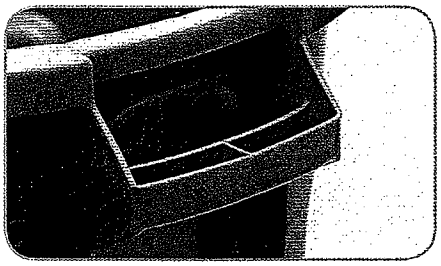
Round Can™ Features & Options

- For manual or automated collection of household refuse, recyclables and organic wastes, in 25 and 32 gallon sizes
- Reinforced top rim and handles, handle areas at bottom to assist in manual dumping
- Corrugated body enhances compression strength and deters "rolling"
- Highly durable bottom design with triple drag rails
- Slip-stops help prevent container from falling when dumped by automated lifters
- Single, domed, snap-on lid fits both size containers, prevents water pooling. Optional cutouts for recyclables collection

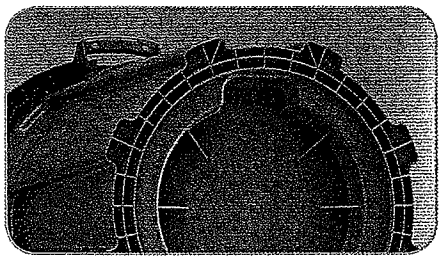
DIMENSIONS		
	25 Gallon	**32 Gallon**
Outer Diameter	22.50"	22.50"
Inner Diameter	18.10"	17.50"
Gripping Diameter	21.00"	21.00"
Gripping Height	17.00"	21.00"
External Height	24.40"	29.60"
Nesting Increment	6.70"	6.70"

WEIGHT		
	25 Gallon	**32 Gallon**
Container	8.5 lb.	9.6 lb.
Lid	1.9 lb.	1.9 lb.

TRUCKLOAD QUANTITIES		
	25 Gallon	**32 Gallon**
48' Trailer	1,248	1,152
52' Trailer	1,456	1,456



The ergonomic, palm-up/palm-down handle aids lifting and dumping.



Body corrugations and bottom reinforcements add rigidity and years of service.

Recycle Bins

Recycle Bins Features & Options

14 gal. & 18 gal. HuskyLite® Bins

- Wheel kit, and lid options for 18 gallon bins

Stacking Bin System

- Three-bin set with nearly 12 gallon capacity per bin; large branding areas, nests 3:2 for shipping

Apartment Recycler

- Wide, internal handle; drop front design for easy access under sinks and counters
- Large branding areas on front and sides

Office Paper Recycler

- Optional divider to sort different grades of paper
- Diamond cut-out differentiates recycler from regular waste bins

DIMENSIONS					
	14 Gallon Bin	**18 Gallon Bin**	**Stacking Bins**	**Office Paper Recycler**	**Apartment Recycler**
Model No.	RB-N	RB-NL	RB-SS	ORB-4G	ARB-6G
Capacity	14 gal.	18 gal.	11.85 gal.	4.0 gal.	6.0 gal.
Length	21.75"	27.75"	20.13"	13.00"	13.00"
Width	16.00"	17.60"	15.25"	8.00"	12.00"
Height	13.00"	13.50"	12.40"	13.00"	13.00"
Weight	4.0 lb.	4.4 lb.	4.5 lb.	1.5 lb.	2.2 lb.
Stacked Height (3)	N/A	N/A	35.60"	N/A	N/A
Nesting Increment	2.00"	2.17"	24.60" (3 bins)	2.25"	2.25"

TRUCKLOAD QUANTITIES					
	14 Gallon Bin	**18 Gallon Bin**	**Stacking Bins**	**Office Paper Recycler**	**Apartment Recycler**
48' Trailer	5,400	4,560	2,445	Inquire	Inquire
53' Trailer	6,000	4,800	2,700	Inquire	Inquire

2 HDPE — HIGH DENSITY POLYETHYLENE

OPTIONAL BUYBACK PROGRAM

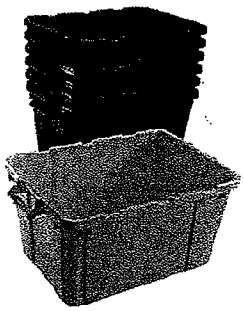
BAR CODE & RFID TAG OPTIONS

Mixed Sources
Product group from well-managed forests, controlled sources and recycled wood or fiber
www.fsc.org Cert no. SCS-COC-001702
© 1996 Forest Stewardship Council
FSC

Environmentalists. Every Day.
AMERICA'S SOLID WASTE INDUSTRY
www.environmentalistseveryday.org

Rehrig Pacific Company
SINCE 1913

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION



Rehrig Pacific Company

18 Gallon Recycle Bin Specifications

Capacity: 18 gallons/63 pounds

Material: Each container is constructed of High-density polyethylene (HDPE) to ensure maximum impact strength and container weather ability. At a customer's request, we can manufacture bins with up to 100% recycled plastic.

U.V. Stabilizer: Each container is stabilized against ultraviolet rays with color pigment and ultraviolet inhibitor compounded at a minimum of 2% by weight. U.V. stabilizers protect the containers from the harmful effects of the sun.

Wall Thickness: Minimum .090 inches

Weight: 4.4 lbs.

Nesting/Stacking: Containers can be nested inside one another for shipping and storing at a minimum ratio of 5.5 to 1; and 200 bins per pallet. Containers can also be cross stacked for use in multi-bin systems.

Dimensions:

	Length		Width		Height
Exterior Top:	25.25"	X	17.60"	X	13.50"
Interior Bottom:	20.25"	X	14.00"	X	13.00"

Construction: Containers are manufactured by the injection-molded process. The interior surface is smooth. Handles are well rounded, reinforced, and integrally molded into the container width sides. Any sized hand wearing a glove can easily grip the handles. The container has a rolled lip, with reinforced ribbing for extra strength.

Bottom Pattern: Containers have anti-slide bottom to help resist wind blow-away.

Spillage Retention: Each container has a 16-ounce capacity to accumulate spillage when stored in the home and has (4) bottom vent holes to drain excess accumulation of rain when stored outside.

Identification: The container can be hot stamped with a custom logo on both long sides of the container.

Warranty: The containers are guaranteed for 5 years from manufacture defects in material and workmanship.

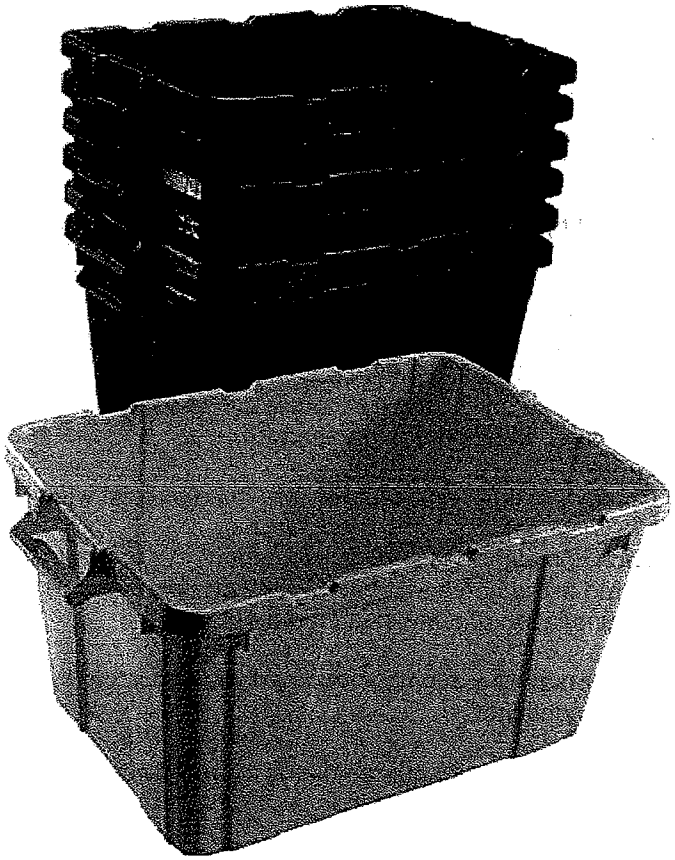
Product Specs

v2

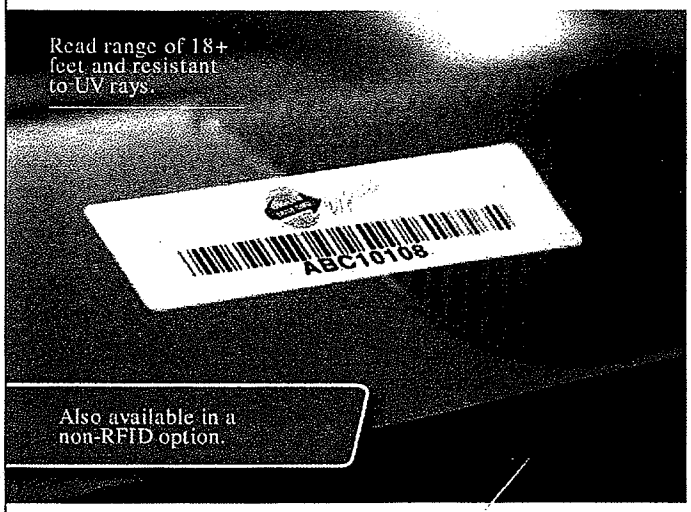
Rehrig Pacific Company

Handle Design Features

Rehrig Pacific's engineering department is constantly working to enhance the ease of use on all of our products. In listening to our valued customers input and keeping true to this engineering philosophy, Rehrig Pacific redesigned all of our recycle bins to incorporate a more easily used handle design back in 2004. Rather than having the handle simply remain as part of the upper lip, we redesigned our handle to easily accommodate gloved hands for both homeowners and for waste haulers. By developing our "easy grip" external hand design people are able to fully wrap their hand around the handle to carry their recycle bin to and from the curb. It also allows for more convenient pickup from the curb by the collector. Since this design change we have received positive feedback from all of our customers who made this switch with us. Please see the pictures below. The City of Fort Lauderdale has bought and used this product with the above mentioned handles in the past.



RFID: Your Gateway to ACCESS Control

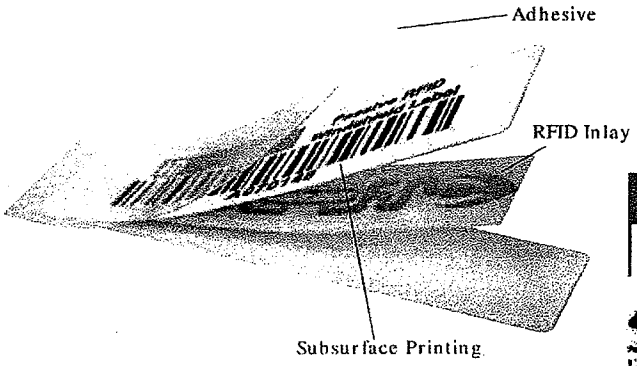


RFID Windshield Tag

Controlling vehicle access to individual locations – whether it's corporate facilities, gated communities or downtown parking lots – can be a challenge. Eliminate the need for on-site staff and the hassle of stopping for a card reader with Metalcraft's RFID Windshield Tag. With a read range of 18+ feet, traffic keeps moving while you keep control. Double-sided printing available.

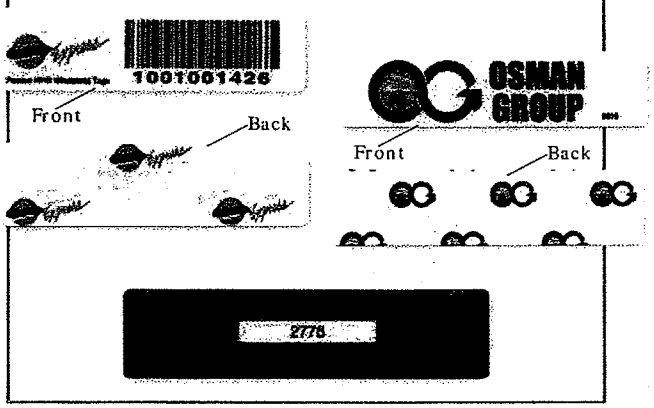
Encased between thin layers of polyester the specialized inlay doesn't require a standoff to read either through or on a glass windshield. Plus – passive RFID technology is a more economic option when compared to other available active windshield tags.

Material	.002" polyester; .024" total product thickness
Affixing Methods	Pressure-sensitive adhesive
Environment	Mild and moderate. Resists moderate solvents and caustics/acids.
Numbering Options	Copy only, serialized/unserialized numbers and bar code with human readable numbers (RFID programming included)
Production Time	15 work days
Standard Sizes	4 x 1", 4¾ x 1⅛"
Standard Colors	(custom colors available)
RFID Specs	Passive UHF



SAMPLE GALLERY

Not Shown Actual Size



ID SOLUTIONS

Automated Access Control

High frequency RFID tags can provide an additional level of security for your access control application. HF tags have greater memory capacity and require closer proximity to the RFID readers – making them ideal for personnel access. Used in conjunction with ultra high frequency (UHF) RFID tags like our Windshield or Rearview Mirror RFID tags, your access control application can go beyond simply raising the gate or opening the door; information in the database tied to the number programmed into the RFID inlay can provide valuable information about the customer and/or vehicle. Controlling access is just one aspect of the application. How far you want to take it is up to you.

SCAN AND LEARN

Discover how the Town of Westminster, MA, used RFID Windshield Tags to manage gate access to a waste transfer station. Scan this QR code to read the case study.

How does it work? Simply download any QR code reader from your mobile phone's app feature, activate it and "scan" this bar code.

 Call for RFID pricing.

Rehrig Pacific Company

Plastic Material

Rehrig Pacific Company uses only the highest grade HDPE especially formulated to meet the demands of refuse and recycling bin and cart applications. We currently purchase our resin from DOW Plastics & Exxon Mobil. The DOW material used in the manufacturing of the Rehrig Pacific carts and bins is DMDB-7905 NT 7 and the Exxon material is HD-6605, both materials are a narrow molecular weight copolymer that is designed for a wide range of injection molding applications. The materials provide excellent impact strength, stress crack resistance and process ability. These materials are ideally suited for articles requiring rugged physical performance in cold temperature environments, such as refuse and recycling carts and bins. If you would like to learn more about these materials please reference the Materials Safety Data Sheets (MSDS) attached.

Ultraviolet Stabilization

Rehrig Pacific Company utilizes an H.A.L.S. (Hindered Amine Light Stabilizer) ultraviolet stabilizer (U.V.) package, which is considered a superior U.V. stabilizer package. This master-batch (or concentrate) contains maximum light stable color pigments that have the highest rating possible to prevent fading. The master-batch also contains ultraviolet inhibitors similar to or better than the Chemisorb 944 and thermal stabilizers in final levels to ensure minimal degradation in the field. At Rehrig Pacific we introduce our H.A.L.S. ultraviolet package into our rollout carts and bins at a 1.5%- 2.0% let down ratio by total resin weight of the container.

In contrast to "screener" U.V. stabilizers, the H.A.L.S. package protects the plastic resin at the chemical level. The package is designed to seek damaged or broken polymer chains at the chemical level and repair and protect the polymer chains from U.V. rays, thus maintaining the physical material properties of the plastic resin and container. Other U.V. stabilizers act as "screeners", similar to suntan lotion, in which the stabilizer attempts to screen the plastic and container from U.V. rays. Unfortunately, moisture can wash off "screeners", leaving the container exposed to harmful U.V. rays.

Color deterioration is controlled by the quality and type of pigment, separate from the deterioration of physical properties. U.V. rays interact with the pigment and can modify the pigment, depending on the amount and intensity of the U.V. rays and the quality of the pigment. Certain color pigments are more difficult to control especially variations of the color red and bright fluorescent colors.

Rehrig Pacific Company

Statement of Recycle Ability

Rehrig Pacific Company certifies that all material used to manufacturer all our recycling containers are 100% recyclable. When the timing is right, we can assist you in order to close the loop on recycling.

Lisa Perkins

Lisa Perkins
Municipal Contract Manager

Material Specs

Rehrig Pacific Company

Hot-Melt Compounding Certification

Rehrig Pacific Company blends high density polyethylene with UV-stabilized colorant using the hot-melt compounding process for the production of our recycling bins and 35, 65, and 95 gallon Huskylite® containers. All materials are in a molted state when injected into the mold in order to ensure uniform distribution of these materials throughout the container.

Lisa Perkins

Lisa Perkins
Municipal Contract Manager

Material Specs

Product Information

Dow Plastics

DOW DMDB-7950 NT 7

High Density Polyethylene Resin

- Injection molding
- Roll-out trash carts and other large parts
- Excellent impact strength, stress crack resistance and processability
- Very narrow molecular weight distribution
- Complies with U.S. FDA 21 CFR 177.1520 (c) 3.1a Consult the regulations for complete details.

DOW DMDB-7950 NT 7 High Density Polyethylene (HDPE) Resin is intended for use in injection molding applications such as roll-out trash carts and other large parts with short molding cycles. It is produced via UNIPOL™ Process Technology from Dow and has been designed to meet the rigorous performance characteristics of impact resistance, environmental stress crack resistance, stiffness, and low warpage, while maintaining excellent moldability.

Physical Properties	Test Method	Values[1] English (SI)
Resin Properties		
Melt Index (I_2) @190°C/2.16 kg, g/10 min	ASTM D 1238	5.75
Density, g/ cm^3	ASTM D 792	0.948
DSC Melting Point, °F (°C)	Dow Method	266 (130)
DSC Crystallization Point, °F (°C)	Dow Method	244 (118)
Vicat Softening Point, °F (°C)	ASTM D 1525	261 (127)
Molded Plaque Properties[2]		
Hardness, Shore D	ASTM D 2240	54
Flexural Modulus, 2% Secant, psi (MPa)	ASTM D 790 B	146,000 (1010)
Tensile Strength at Break, psi (MPa)	ASTM D 638	3800 (26)
Tensile Strength at Yield, psi (MPa)	ASTM D 638	3600 (25)
Tensile Elongation at Break, %	ASTM D 638	1200
Tensile Elongation at Yield, %	ASTM D 638	8
Tensile Impact Strength, ft·lb/in.^{2} (kJ/m^2)	ASTM D 1822, Type S	50 (105)
Environmental Stress Crack Resistance, 122°F (50°C), F_{50}, 100% Igepal®, hrs.	ASTM D 1693	40
Brittleness Temperature, °F (°C)	ASTM D 746	<-105 (<-76)
Deflection Temperature Under Load @ 66 psi (0.45 MPa), °F (°C)	ASTM D 648	154 (68)

(1) Typical values, not to be construed as specifications. Users should confirm results by their own tests.
(2) Molded and tested in accordance with ASTM D4976.

Material Specs

Printed on Recycled Paper

See "Handling Considerations" attached

*Trademark of The Dow Chemical Company

[1]Dow Plastics, a business group of The Dow Chemical Company and its subsidiaries.

Published 03/04
Form No 305-02984-0304X

Handling Considerations

Material Safety Data (MSD) sheets for the product are available from Dow Plastics, a business group of The Dow Chemical Company and its subsidiaries, to help customers further satisfy their own safe handling and disposal needs and those that may be required by OSHA. Material Safety Data sheets on Dow products are intended to provide customers with essential information on such topics as Health and Worker Safety, Combustibility, and Disposal Considerations. Such information should be requested from the supplier(s) of any product(s) prior to working with it. As various additives and processing aids used in fabrication have their own safe use profile, their possible influence on handling and disposal must be investigated separately. For "Regulated" uses, such as food contact, your Dow sales representative can obtain compliance letters for specific resins.

Disposal

DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODY OF WATER. All disposal methods must be in compliance with all Federal, State/provincial, and local laws and regulations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. THE DOW CHEMICAL COMPANY HAS NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION 2 (Composition/Information On Ingredients). FOR UNUSED AND UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: recycler, reclaimer, incinerator or other thermal destruction device, and landfill. These polymers have high heat values and should be incinerated only in units designed to handle high heats of combustion. In landfill, these polymers are inert, do not degrade quickly, form a strong and permanent soil base, and evolve virtually no gases or leachates known to pollute water resources.

As a service to its customers, Dow can provide names of information resources to help identify waste management companies and other facilities which recycle, reprocess, or manage chemicals or plastics, and that manage used drums. For more details, contact The Dow Chemical Company Customer Information Center at 1-800-441-4369. In Mexico, call 95-800-441-4369.

Product Stewardship

The Dow Chemical Company has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our Product Stewardship philosophy by which we assess the health and environmental information on our products and take appropriate steps to protect employee and public health, and our environment. Our Product Stewardship program rests with each and every individual involved with Dow products – from the initial concept and research, to manufacture, use, sale, and disposal of each product.

Customer Notice

Dow strongly encourages its customers to review both their manufacturing processes and their applications of Dow products from the standpoint of human health and environmental quality to help ensure that Dow products are not used in ways for which they are not intended or tested. Dow personnel will assist customers in dealing with ecological and product safety considerations. Dow product literature, including MSD sheets, should be consulted prior to use of Dow products. Your Dow Plastics sales representative can arrange the proper contacts, or write to Dow Plastics.

Additional Information

For more information in the United States or Canada, call 1-800-441-4369. In Mexico, call 95-800-441-4369.

NOTICE: No freedom from infringement of any patent owned by Dow or others is to be inferred. Because use conditions and applicable laws may differ from one location to another and may change with time, Customer is responsible for determining whether products and the information in this document are appropriate for Customer's use and for ensuring that Customer's workplace and disposal practices are in compliance with applicable laws and other governmental enactments. Dow assumes no obligation or liability for the information in this document. **NO WARRANTIES ARE GIVEN; ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.**

NOTICE: If products are described as "experimental" or "developmental": (1) product specifications may not be fully determined; (2) analysis of hazards and caution in handling and use are required; and (3) there is greater potential for Dow to change specifications and/or discontinue production.

NOTICE REGARDING MEDICAL APPLICATION RESTRICTIONS: The Polyolefins business of The Dow Chemical Company does not recommend any Dow product or sample product for use: (A) in any commercial or developmental application which is intended for contact with human internal body fluids or body tissues, regardless of the length of time involved; (B) in any cardiac prosthetic device application, regardless of the length of time involved, including, without limitation, pacemaker leads and devices, artificial hearts, heart valves, intra-aortic balloons and control systems, and ventricular bypass assisted devices; (C) as a critical component in any medical device that supports or sustains human life; and (D) specifically by pregnant women or in any applications designed specifically to promote or interfere with human reproduction.

v01

The Dow Chemical Company, 2040 Dow Center, Midland, MI 48674
Dow Chemical Canada Inc., 1086 Modeland Rd., P.O. Box 1012, Sarnia, Ontario, N7T 7K7, Canada
Dow Quimica Mexicana, S.A. de C.V., Torre Optima – Mezzanine, Av. Paseo de Las Palmas No. 405,
Col. Lomas de Chapultepec, 11000 Mexico, D.F., Mexico

DOW

Dow Plastics

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We don't succeed unless you do.

Printed in U.S.A.

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Material Specs

ExxonMobil Chemical

ExxonMobil HD 6605

Injection Molding HDPE

Material Description

HD 6605 is a narrow molecular weight hexene copolymer designed for a wide range of injection molding applications, offering excellent ESCR with good stiffness-toughness balance. Ideally suited for articles requiring rugged physical performance in cold temperature environments.

Typical Applications

Waste carts
Recreational vehicle components
Industrial closures
Automotive components

HD 6605.70 with standard processing antioxidants
HD 6605.29 with UV-8 protection package

Resin Properties	Test Based On[3]	Units	Typical Value[1]
Melt Index	ASTM D-1238 (190°C, 2.16 kg)	g/10 min.	5
Density	ASTM D-4883	g/cm^3	0.948
Melting Point	ExxonMobil Method	°C (°F)	130 (266)
Molded Properties[2]			
Flexural Modulus 1% Secant	ASTM D-790 Procedure B	MPa (psi)	710 (102,400)
Tensile Yield Stress	ASTM D-638	MPa (psi)	21.2 (3060)
Tensile Break Elongation	ASTM D-638	%	70
Tensile Impact @ - 40°C	ASTM D-1822	kJ/m^2 (ft-lb$_f$/in^2)	325 (155)
Notched Izod Impact @ - 40°C	ASTM D-256	J/m(ft-lb$_f$/in)	70.5 (1.32)
Brittleness Temperature	ASTM D-746	°C (°F)	< -70 (< -94)
Environmental Stress Crack Resistance, F_{50}	ASTM D-1693 Cond. B, 10%	hr	18
Deflection Temperature @ 66 psi	ASTM D-648	°C (°F)	67 (152)
@ 264 psi			38 (101)

1. Values given are typical and should not be interpreted as specification. Values may change with future grade development.
2. Properties are based on injection molded samples.
3. ASTM test procedures may be modified to accommodate operating conditions or facility limitations.

Food Packaging

Grades have FDA compliance. Restrictions may apply, contact your ExxonMobil representative for more details.

September 2001

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Printed on Recycled Paper

The Dow Chemical Company
Midland, MI 48674
U.S.A.

October 6, 2006

To whom it may concern:

This letter is to certify that The Dow Chemical Company supplies 100% prime HDPE resin (product code DMDB-7950) made to our production specifications. This includes appropriate levels of primary and secondary antioxidants. DMDB-7950 is used by Rehrig Pacific Company in the manufacture of roll-out carts.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

James R. Walley

James R. Walley
Account Executive
Polyolefins & Elastomers Business Group

Mailing Address
5710 E. 7th St. #227
Long Beach, CA 90803
562/986-7925 - Phone
562/986-7928 - Fax

645040 100606A: JRW\kmo

Material Specs

TECHMER PM, LLC POLYMER MODIFIERS

CERTIFIED ISO 9001

18420 Laurel Park Road
Rancho Dominguez, CA 90220
(310) 632-9211 • FAX (310) 632-6884

#1 Quality Circle
Clinton, TN 37716
(865) 457-6700 • FAX (865) 457-3012

To Whom It May Concern:

Techmer PM is world class manufacturer of colorants and outdoor stabilizers and we certify that we supply Rehrig Pacific Company with masterbatch for their Roll Out Carts. This masterbatch (or concentrate) contains maximum light stable color pigments that have the highest rating possible to prevent fading. The masterbatch also contains ultraviolet inhibitors similar or better than the Chimassorb 944 and thermal stabilizers in final levels to ensure minimal degradation in the field.

If you have any questions or concerns, please feel free to contact us. Thanks

Sincerely,
Techmer PM LLC - CA

Laurence Chow
Sr. Technical Service Engineer

cc: File

Material Specs

Rehrig Pacific Company

18 Gallon Recycle Bin Reference List

Customer Supplied	Contact	Phone Number	Units Supplied
AAA Trash & Recycling	Joan O'Rourke	703-803-1347	50,000+
ADS-St. Johns County, FL	Grant Dienell	904-237-9160	40,000+
Anne Arundel County, MD	Rob Fish	410-222-7952	270,000+
Baltimore,City of, MD	Valentina Ukwuoma	410-396-5134	25,000+
Best Trash, LLC, TX	Matthew May	281-313-2378	20,000+
	pickingarb@besttrashtexas.com		
California Waste Solutions	David Duong	510-836-6200	72,000+
Cedar Rapids, City of	Mark Jones	319-286-5897	48,000+
County Waste	Bill Ketchum	518-877-7000	30,000+
Deffenbaugh Industries	Dave Wutke	913-208-9551	51,000+
Delaware Solid Waste Authority	Rich Von Stetten	302-678-7301	18,000+
Denver, City of	Charlotte Pitt	720-865-6805	105,000+
Frederick County, MD	Lori Finafrock	301-600-7403	10,000+
Grand Rapids, City of	Leslie Kohn	616-456-3130	31,000+
Green Waste Recovery	Colin Beall	408-283-4820	32,000+
Groot Recycling & Waste Svcs	Frank Hillegonds	847-734-6407	10,000+
Hagerstown, City of, MD	Rodney Tissue	301-790-0700	12,000 +
Hempstead, Town of	Martin J. Carroll	516-481-7110	30,000+
Howard County, MD	Alan Wilcom	410-313-6433	22,000+
Los Altos Garbage	Bill Jones	415-988-7259	43,000+
Manchester, City of	Mindy Salomone-Abood	603-624-6444	45,000+
Minneapolis, City of	Jeff Jenks	612-673-3534	89,000+
Republic-Polk County, FL	Dave Kutschinski	863-559-2427	60,000+
Solid Waste Authority	Collin Cassidy	561-640-4000	177,000+
South Valley Disposal	Linda Kenned	415-330-1108	30,000+
Texas Disposal Systems	Cathy Avalos	512-421-1339	31,000+
Vacaville Sanitary	Larry Kettle	415-330-1169	32,000+
Waste Mgmt-Denver, CO	Dan Dewaard	303-797-1600	50,000+
	ddewaard@wm.com		

References

CRT LABORATORIES, INC.
1680 North Main Street, Orange, CA 92867
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ASTM Physical & Mechanical • Chemical-Thermal Analysis • IAPMO Cell Class
Geosynthetic Materials • Plumbing & Faucet Assemblies • Resin & Finished Product Testing

ISO 9001 — Committed to Quality

TEST REPORT PAGE 1 OF 3

FOR: Rehrig Pacific Company
4010 E. 26th Street
Los Angeles, CA 90023
Tel: (323) 262-5145 / Fax: (323) 269-8506
ATTN: Mr. Shawn Kruse

LWR NO.: 16293 DATE: June 30, 2005

BACKGROUND: Customer submitted one (1) sample consisting of sixty-one (61) tote containers for testing. The containers arrived on 05/26/2005 and 06/15/2005 via customer supplied courier. Testing to be in accordance with customer supplied P.O. 52505 and signed CRT quotation dated 04/19/2005. The following additional information is provided:

CRT Order Entry Log Date: 05/27/2005

Sample ID: RB-18-2 Recycle bins
References: U.S. Testing (CA) report 185734 4/30/1991
U.S. Testing (CA) report 185739 4/19/1991

TEST PROCEDURES: *Parallel platen crush test* – per CRT methods at 0.5"/min
Reduced temperature drop test – per CRT stair step methods
Gardener impact test – per CRT stair step methods using a Gardner tester

RESULTS: Results are shown in tables 1.1 – 1.2, attached.

SUMMARY of RESULTS:

Determination	Observations
Parallel platen crush strength (lbf)	1509
Reduced temperature (0°F) drop height (feet)	7.3
Gardener impact strength (in-lbf)	151

Specimen Retain Bin: #BB (30 day hold only)

CRT LABORATORIES, INC.
UL Approved-Registered / ISO 9002-2000/17025 Certified

Ken A. Le Jeune
President-CEO / Director

Tom J. Parsons
General Manager

Test Reports

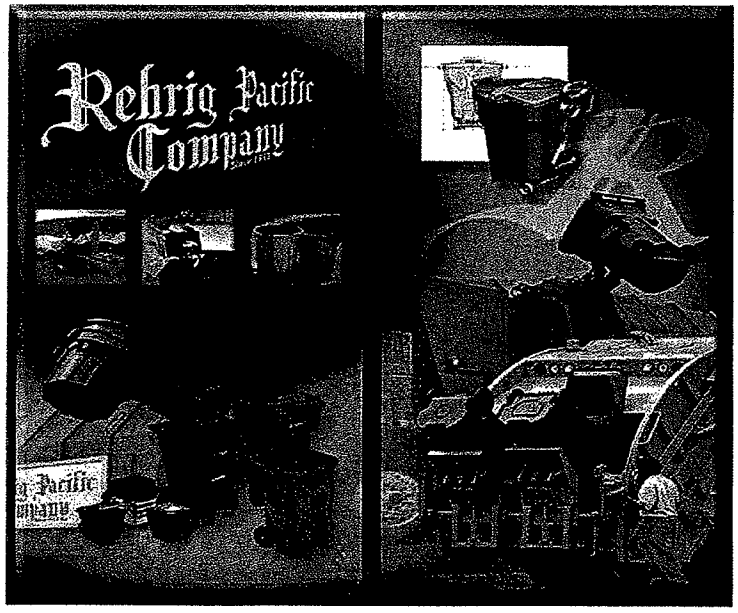
The liability of CRT Labs with respect to the work and report covered herein, shall in no event exceed the amount of the invoice. We recommend consideration that correlative data be generated by other laboratories in matters of litigation. CRT will retain tested samples for 30 days after testing is completed, unless other arrangements are agreed upon at the time order is placed. This report, whether in whole or in part, any logo, etc., in advertising or publicity must have CRT's written permission prior to use. This test data is for exclusive use of the client to who it is addressed and results apply only to sample(s) tested and does not apply to similar or identical products. This report shall not be reproduced except in full. Testing performed in accordance with ISO 17025. Form Q.S. 43 (4/02)

Proposal to:

CITY OF FAYETTEVILLE

Bid 13-27, Recycling Bins

Due: April 30, 2013 @ 2:00 PM



Prepared by:

Rehrig Pacific Company
Since 1913

625 W. Mockingbird Lane
Dallas, TX 75247
John Seabaugh · Sales Representative
C: (972) 977-2723 O: 800-426-9189
Customer Service: 800-241-9693 Fax: 770-339-4840

Rehrig Pacific Company

Table of Contents

- Introduction
- Bid Forms
- Warranty
- Company History
- Quality Program
- Product Specifications
- Material Specifications
- References
- ANSI Test Reports

Bid Submission Printed on Recycled Paper

Introduction / Statement of Qualifications

Rehrig Pacific Company appreciates the opportunity to propose a bid to supply the City of Fayetteville with 18 gallon Recycling Bins as requested in your Invitation to Bid 13-27, Recycling Bins. We have thoroughly read and understand the requirements set forth in your ITB and we strongly believe that we have assembled a very comprehensive and competitive package that will provide many benefits to the City of Fayetteville.

Rehrig Pacific has been supplying the industry with bins since 1987 and roll out carts since 1992 with great success and we would greatly appreciate the opportunity to provide you containers for your program. As requested, in our packet you will find our proposal to manufacture and deliver the containers for the life of the contract. Rehrig Pacific has a successful proven track record of providing containers to a wide array of markets and more specifically to many large and small cities (please see reference lists) throughout the country and we have provided many benefits to each program. Below we have highlighted a few of these benefits that we believe should be considered heavily in your evaluation:

- **Company Stability and Longevity**: Rehrig Pacific Company has been in business since 1913 and is extremely financially stable to serve a long-term contract. Our credit rating is excellent and our customers and suppliers would attest to our track record. We have annual sales exceeding 300 million dollars and have achieved a 20-year compounded real growth rate exceeding fifteen percent. This coupled with a debt to equity ratio of (<1:1) has placed the company in an envious financial position. (Financial Statements are available upon request.) If Rehrig Pacific is chosen as the awarded vendor for the City of Fayetteville's project you can feel comfortable that you will have partnered with a financially stable company for many years to come.

- **Leadership in Plastic Processing**: Since starting in plastic processing in the late 1960s, Rehrig Pacific has successfully supplied plastic containers to numerous industries. Our design and plastic processing expertise have been instrumental in our ability to produce a quality product. If Rehrig Pacific is chosen as your supplier for this project we are committed to providing that same quality product and service that our bin customers within the industry have become accustomed to receiving for the past 26 years.

- **Leadership in the Cart and Recycling Bin Industry**: Since our first manufactured recycling bins in 1987 and roll-out carts in 1992, Rehrig Pacific has grown to be a leader in both industries in terms of capacity and number of customers and volumes supplied. Therefore, if chosen as the City of Fayetteville's supplier, Rehrig Pacific has the capacity to handle an order of this magnitude.

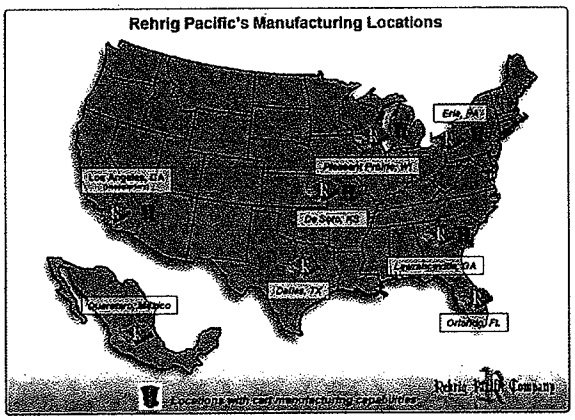
- **Environmental Services Group:** As a leader in cart manufacturing, Rehrig Pacific knows the importance of being able to offer more than just a reliable cart. Leading the industry in environmental services is Rehrig Pacific's own Environmental Services Group. We now offer a complete in-house services group that can offer RFID tags for tracking assets and incentive based recycling, Assembly and Distribution handled by

Rehrig Pacific Company

Rehrig's own A&D employees and real time A&D results through handheld scanners. We can also incorporate barcode integration on carts allowing for household address association and integration of bar codes and RFID tags for future customer use with Rehrig's own cart maintenance, asset and data tracking management system.

- **Customer Service**: Rehrig Pacific is built on the foundation of Quality Products and Customer Service. We believe in partnerships with our customers and our track record is unparalleled in the area of service and backing up our product. We encourage the City of Fayetteville to research municipal references to better determine each company's history and ability to stand behind their warranty.

- **Multiple Manufacturing Facilities**: With eight cart manufacturing facilities strategically located across North America, Rehrig Pacific Company has the industry's largest bin and cart production.



As an American-owned and operated company with clearly the industry's most complete package, Rehrig Pacific has the infrastructure and experience already in place to provide a comfort level of exceptional service to the City of Fayetteville for years to come.

Dedicated personnel authorized to make representations for this project:

John Seabaugh
Sales Representative
625 West Mockingbird Lane
Dallas, TX 75247
800-426-9189 Office
214-638-7477 Fax
972-977-2723 Cell
JSeabaugh@RehrigPacific.com

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Introduction

CRT LABORATORIES, INC.
1680 North Main Street, Orange, CA 92867
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Geosynthetic Materials • Plumbing & Faucet Assemblies • Resin & Finished Product Testing

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TEST REPORT PAGE 2 OF 3

FOR: Rehrig Pacific Company
4010 E. 26th Street
Los Angeles, CA 90023
Tel: (323) 262-5145 / Fax: (323) 269-8506
ATTN: Mr. Shawn Kruse

LWR NO.: 16293 DATE: June 30, 2005

TABLE 1.1
Scope: 18-gallon design testing
Sample description: RB-18-2 Recycle bins

PARALLEL PLATEN CRUSH TEST

Three (3) sample containers were randomly selected for testing. Each was placed between parallel platens on a United SFM-10 test machine. Compression testing was performed at 0.5"/min until peak load was obtained.

Specimen I.D.	Peak Load (lbf)
1	1,409
2	1,549
3	1,570
Average	1,509

REDUCED TEMPERATURE DROP TEST

Sample containers were conditioned at 0°F (-18°C) for 2 hours prior to testing. Prior to each drop, a chilled 50 lb reinforced bag of sand was placed in the container. The containers were dropped in various orientations and heights until a failure was obtained. One a failure height was established, the stair step method was employed with constant height increments of one (1) foot. The result is the height at which 50% of the specimens fail.

Flat wise drop

One (1) container was dropped from 12-feet. No failure occurred.

Side drop

Three (3) containers were dropped from successive heights of 12, 13, and 14-feet. No failures occurred.

Corner drop

Height (ft)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
10								X												
9	X		X		X		O		X											
8		O		O		O				X										
7											X						X		X	
6												X		X		O		O		X
5													O		O					

O denotes non-failure, X denotes failure

Determination	Result (feet)
Corner drop height at which 50% of specimens fail at 0°F when loaded to 50 lbs.	7.3

Test Reports

The liability of CRT Labs with respect to the work and report covered herein, shall in no event exceed the amount of the invoice. We recommend consideration that correlative data be generated by other laboratories in matters of litigation. CRT will retain tested samples for 30 days after testing is completed, unless other arrangements are agreed upon at the time order is placed. This report, whether in whole or in part, any logo, etc., in advertising or publicity must have CRT's written permission prior to use. This test data is for exclusive use of the client to who it is addressed and results apply only to sample(s) tested and does not apply to similar or identical products. This report shall not be reproduced except in full. Testing performed in accordance with ISO 17025. Form Q.S. 43 (4/02)

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Geosynthetic Materials • Plumbing & Faucet Assemblies • Resin & Finished Product Testing

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TEST REPORT PAGE 3 OF 3

FOR: Rehrig Pacific Company
4010 E. 26th Street
Los Angeles, CA 90023
Tel: (323) 262-5145 / Fax: (323) 269-8506
ATTN: Mr. Shawn Kruse

LWR NO.: 16293 DATE: June 30, 2005

TABLE 1.2
Scope: 18-gallon design testing
Sample description: RB-18-2 Recycle bins

GARDNER IMPACT TEST

Specimens were cut 4" x 4" from random containers. Testing was performed using a Gardener impact test machine with a 0.5" diameter nose and a 1.25" opening, and an 8lb weight.

Energy (in-lbf)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
168		X																		
160	O		X		X														X	
152				O		X		X				X		X		X		O		O
144							O		X		O		O		O		O			
136										O										

O denotes non-failure, X denotes failure

Determination	Result (in-lbf)
Impact energy at which 50% of specimens fail at 72°F	151

Test Reports

The liability of CRT Labs with respect to the work and report covered herein, shall in no event exceed the amount of the invoice. We recommend consideration that correlative data be generated by other laboratories in matters of litigation. CRT will retain tested samples for 30 days after testing is completed, unless other arrangements are agreed upon at the time order is placed. This report, whether in whole or in part, any logo, etc., in advertising or publicity must have CRT's written permission prior to use. This test data is for exclusive use of the client to who it is addressed and results apply only to sample(s) tested and does not apply to similar or identical products. This report shall not be reproduced except in full. Testing performed in accordance with ISO 17025. Form Q.S. 43 (4/02)

Rehrig Pacific Company
SINCE 1913

April 11, 2013

City of Fayetteville, AR
116 West Mountain
Room 306
Fayetteville, AR 72701

RE: BID#1327, Recycle Bins

To whom it may concern:

Rehrig Pacific is pleased to offer the attached proposal to the City of Fayetteville for the purchase of RFID enabled 18 gallon recycle bins with lids as specified in BID#1327, Recycle Bins.

EXPERIENCE:
Rehrig Pacific Company is fortunate to have been a supplier of 18 gallon recycle bins to the City of Fayetteville in years past. We look forward to continuing and growing that partnership as the City expands the curbside recycling program and looks into technology like RFID to help track and improve recycling participation. Rehrig Pacific turns 100 years old in 2013 and is proud to be a privately held, family owned, domestic manufacturing company with 20 years experience servicing the solid waste industry with containers. Rehrig Pacific currently produces residential roll out carts and recycle bins in our seven manufacturing facilities located throughout the United States. Rehrig Pacific's commitment to domestic, regionally located manufacturing facilities helps add value by reducing carbon emissions and freight costs while providing exceptional customer service.

ENIVORMENTAL TECHNICAL SERVICES:
To date, Rehrig Pacific's Environmental Services Group has delivered and integrated over 4 million roll out carts with RFID and bar code technology in over 150 customer locations. RFID technology has enabled our customers to track refuse and recycling participation while managing their cart assets on the street. It empowers our customers by giving them real time access to collection service verification and it allows them to balance routes and make better business decisions based on the data collected in the field. Rehrig Pacific's infrastructure to produce, deliver and support an RFID related program is extensive. We have been involved in more RFID tracking programs with containers than any other manufacture in the industry and our (C.A.R.T.S.) software allows us to successfully implement many unique programs for our customers.

REFERENCES:
Our carts and services have been used throughout the southeastern region in municipalities such as the City of Fort Smith, AR, the City of Lawrence, KS, and the City of Maumelle, AR. I encourage you to check with all of our references to better determine our expertise as compared to other vendors.

I have made every attempt to include all the necessary information requested for this proposal. However, if you have any questions or need additional information, please do not hesitate to call me at (972) 977-2723 or contact me via e-mail at jseabaugh@rehrigpacific.com

Sincerely

John Seabaugh

John Seabaugh
Environmental Sales Representative

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution approving a Budget Adjustment recognizing revenue from Airport to Fleet Operations for the purchase of a Belt Loader and a Golf Car for use at ~~Drake field~~ Fayetteville Municipal Airport.

$ 27,275.00	$ 989,000.00	Other Vehicle / Equipment
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 70,754.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02080.2013	$ 918,246.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — Date: 5-2-13

City Attorney — Date: 5-3-13

Finance and Internal Services Director — Date: 5-5-2013

Chief of Staff — Date: 5-7-13

Mayor — Date: 5/7/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 05-03-13 P04:41 RCVD Kim G.

Received in Mayor's Office ENTERED 5/6/13 BEP

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Dennis Pratt, Fleet Operations Supt.**

Date: May 2, 2013

Subject: Approval of Budget Adjustment recognizing revenue

PROPOSAL: That City Council approve a budget adjustment to move funds from Airport to Fleet Operations for the purchase of one Belt Loader and one golf car in the amount of $27,275.

RECOMMENDATION: The purchase of these two expansion units has been approved. As they will both be Fleet Motor Pool units, Fleet purchases the units, but since they are expansions, Airport must pay for them. This Budget Adjustment moves the Budget from the Airport account to the Fleet account. Fleet is recognizing the revenue from the Airport.

BUDGET IMPACT: Operating and capital funds have been approved in the Airport budget for these units.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $27,275.00 TO TRANSFER FUNDS TO THE FLEET DIVISION FOR THE PURCHASE OF ONE (1) BELT LOADER AND ONE (1) GOLF CAR FOR USE AT FAYETTEVILLE EXECUTIVE AIRPORT

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 $27,275.00 to transfer funds to the Fleet Division for the purchase of one (1) belt loader and one (1) golf car for use at Fayetteville Executive Airport.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Fleet Operations Department: Transportation Services	3/19/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Funds to purchase a refurbished aircraft belt loader for rapid, safe loading of a large amount of heavy equipment for charter flights to transport the UA Footballl team and personnel. The aircraft crews have stated they will not use Drake Field unless the airport acquires a belt loader as manual loading can damage the pressurization seal of the loadinig compartment door. Purchase of a belt loader is essential to keep these flights at Drake field. Funds to purchase a golf car to tow single engine aircraft rather than using the large tugs. It will also be used to haul passengers and carryons to and from planes which can be parked up to a 1/2 mile away on game days. These will both be motor pool units so Fleet will purchase them. Fleet is recognizing the revenue from the Airport. Sufficient Airport funds remain to meet City objectives.

BOlsen for D Pratt	4-5-13	Prepared By:	Barbara Olsen
Division Head	Date		bolsen
	5-8-13	Reference:	
Budget Director	Date	Budget & Research Use Only	
	4-8-13	Type:	A B C D E P
Department Director	Date		
Paul A. Becker	5-5-2013	General Ledger Date	
Finance Director	Date		
	5-7-13	Posted to General Ledger	
Chief of Staff	Date	Initial	Date
	5/7/13	Checked / Verified	
Mayor	Date	Initial	Date

TOTAL BUDGET ADJUSTMENT			27,275	27,275	
			Increase / (Decrease)		Project.Sub
Account Name	Account Number		Expense	Revenue	Number
Fixed assets	5550.3960.5801.00	EX	(19,475)	-	13024 . 1
ADDVehicles and equipment	5550.3955.5802.00	EX	(7,800)		51301 . 1
Transfer to Shop	5550.3950.7602.70	EX	27,275		57032 2013
Transfer from Airport	9700.0970.6602.55	RE		27,275	02080 2013
Vehicles and equipment	9700.1920.5802.00	EX	27,275		02080 . 2013
					.
					.

EXHIBIT
A

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

21-May-13
City Council Meeting Date
Agenda Items Only

David Jurgens	Water and Sewer	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of Bid 13-28 from Clifford Power Systems for the EPA mandated modification of Noland's WWTP existing backup power generator for $36,705.17.

$ 36,705	$ 216,941	WWTP Plants Pumps and Equipment
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5800.5414.00	$ -	Wastewater Treatment
Account Number	Funds Used to Date	Program / Project Category Name
02069.1	$ 216,941	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director — 3 May 13 — Date

City Attorney — 5-3-13 — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Finance and Internal Services Director — 5-5-2013 — Date

Received in City Clerk's Office — 05-03-13 A11:57 RCVD — Kim G.

Chief of Staff — 5-6-13 — Date

Received in Mayor's Office — ENTERED 5/3/13

Mayor — 5/6/13 — Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

Date: May 3 2013

Subject: Approval of Bid 13-28 for the modification to the emissions system of Noland's WWTP generator

RECOMMENDATION

City Administration recommends approval of Bid 13-28 with Clifford Power Systems for the modification of Noland's WWTP existing backup power generator for $36,705.17. Funds are available within the Wastewater Treatment Plant CIP – Plants Pumps and Equipment.

BACKGROUND

Noland's WWTP generator is a 2937 horsepower engine that was installed in 2005. This unit's main purpose – as is required by our NPDES discharge permit – is to serve as an emergency backup to operate the WWTP in the event of a power failure to prevent overflows and permit violations. It also functions as a load shedding unit during times of peak electrical demand. The WWTP is contracted with Ozarks Electric Cooperative to receive power at a discounted rate during normal power demands; however, if the WWTP operates using Ozarks Electric Cooperative power during peak loads, the rate increases significantly. Under this agreement, using the generator for load shedding has saved an average of over $130,000 per year.

DISCUSSION

On January 14, 2013, the Environmental Protection Agency (EPA) amended the National Emission Standards for Hazardous Air Pollutants for Reciprocating Internal Combustion Engines (RICE). These standards were created to reduce air pollution from stationary engines, including generators. The amendments include changes to various part of RICE rules. Under the new requirements, we are required to modify the emissions system for the Noland generator. The main purpose of the upgrade is to install a catalyst system – somewhat similar to a catalytic converter on a vehicle – that will reduce the amount of carbon monoxide released in the atmosphere. Without this modification, the Noland WWTP generator is prohibited from operating for load shedding purposes and would only be usable for emergency backup power.

The City received two bids on April 30, 2013. Clifford Power Systems submitted the lowest bid that meets specifications.

Bidder	Bid
Clifford Power Systems	$ 36,705.17
Thompson Machinery	$ 48,518.00

BUDGET IMPACT

Funds are available in the Wastewater Treatment Plant CIP – Plants Pumps and Equipment.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-28 AND AUTHORIZING A CONTRACT WITH CLIFFORD POWER SYSTEMS IN THE AMOUNT OF $36,705.17 FOR EPA MANDATED MODIFICATION TO THE NOLAND WASTEWATER TREATMENT PLANT BACKUP POWER GENERATOR

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 #13-28 and authorizes a contract with Clifford Power Systems in the amount of $36,705.17 for EPA mandated modification to the Noland Wastewater Treatment Plant backup power generator.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS

BID: 13-28
DATE: 04/30/13
3:00 PM
CITY OF FAYETTEVILLE

Bid 13-28, Modifications to Existing Generator

		Clifford Power Systems	*Thompson Machinery*
Item #	DESCRIPTION	TOTAL	TOTAL
1	**Modifications to Existing Generator**	**$36,705.17**	**$48,518.00**

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

CERTIFIED: P Vice
P. VICE, PURCHASING MANAGER

Julie Paladino
WITNESS

04/30/13
DATE

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

INVITATION TO BID

INVITATION TO BID: Bid 13-28, Modifications to Existing Generator
DEADLINE: Tuesday, April 30, 2013 before 3:00 PM, Local Time – Room 306
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us
DATE OF ISSUE AND ADVERTISEMENT: Thursday, April 11, 2013

INVITATION TO BID
Bid 13-28, Modifications to Existing Generator

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

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

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

Name of Firm: Clifford Power Systems
Contact Person: Somer Wamble Title: Service Sales
E-Mail: swamble@cliffordpower.com Phone: 918-607-5340
Business Address: 9310 E. 46th St N
City: Tulsa State: OK Zip: 74138
Signature: Somer Wamble Date: 4-30-13

City of Fayetteville
Bid 13-28, Modifications to Existing Generator
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Products shall be received and installed within **30 calendar days** from date of Notice to Proceed.

Total Lump Sum Bid: $ 36,705.17
*Price shall include sales taxes, materials, labor, shipping, warranty, etc.

EXECUTION OF BID -
If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

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

✓ 1.) NO KNOWN RELATIONSHIP EXISTS

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

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

***NAME OF FIRM:** Clifford Power Systems
Purchase Order/Payments shall be issued to this name
***BUSINESS ADDRESS:** 9310 E. 46th St. N.
***CITY:** Tulsa ***STATE:** OK ***ZIP:** 74157
***PHONE:** 918-607-5340 **FAX:** 918-836-0094
***E-MAIL:** swamble@cliffordpower.com
***BY: (PRINTED NAME)** Somer Wamble
***AUTHORIZED SIGNATURE:** Somer Wamble
***TITLE:** Service Sales

Acknowledge Addendums:

Addendum Nos. 2 Dated: 4-30-13 Acknowledged by: SW

City of Fayetteville
Bid 13-28, Modifications to Existing Generator
Bid Form

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

   a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.

   b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.

   c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

   d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.

   e. Bidders must have experience in providing products and/or services of the same or similar nature.

   f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

   g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.

   h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

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

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

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

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

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

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

   a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
   b. The City of Fayetteville reserves the right to accept or reject any or all bids.
   c. The City of Fayetteville reserves the right to cancel the entire bid.
   d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.

e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

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

6. **CONFLICT OF INTEREST:**

a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".

b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWL OF PROPOSAL:**

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

8. **LATE PROPOSAL OR MODIFICATIONS:**

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

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

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

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

10. **PROVISION FOR OTHER AGENCIES:**

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

11. **COLLUSION:**

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

12. **RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. **CITY INDEMNIFICATION:**

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

14. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

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

15. **ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

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

16. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

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

17. **PAYMENTS AND INVOICING:**

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

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after

approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. **CANCELLATION:**

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

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

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

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

20. **NON-EXCLUSIVE CONTRACT:**

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

21. **LOBBYING:**

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

22. **ADDITIONAL REQUIREMENTS:**

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

23. **ADD OR DELETE LOCATIONS OR SERVICES:**

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

24. **INTEGRITY OF BID DOCUMENTS:**

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

25. **OTHER GENERAL CONDITIONS:**

a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall be included in the bid price***. Applicable Arkansas sales tax laws will apply to this bid. The City of Fayetteville is not exempt from sales tax.

c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.

d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@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.**

i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. **ATTACHMENTS TO BID DOCUMENTS:**
    a. Attachment A: Engine Emission Data
    b. Attachment B: Package Performance Data

City of Fayetteville
Bid 13-28, Modifications to Existing Generator
Technical Specifications: Catalytic Converter

1. INTRODUCTION:

1.1 This specification concerns the provision, installation, commissioning, and acceptance testing of a catalytic converter to be installed on an existing diesel engine driven generator.

2. DEFINITIONS:

Wherever used in this bid, the following terms shall be understood to have the following definitions:

2.1 "City of Fayetteville" shall mean the City of Fayetteville, Arkansas, or its authorized agent.
2.2 "Supplier" and "Bidder" shall mean the individual, partnership, or corporation, whose bid to supply the items and work specified herein has been accepted by the City of Fayetteville. "Supplier" shall also encompass any employee, partner, consultant, or subcontractor, to the winning bidder.
2.3 "Work" shall mean the furnishing of all necessary equipment, labor, ancillary items, and services required herein.

3. ADDITIONAL INFORMATION:

3.1 Attachment A: Engine Emissions Data
3.2 Attachment B: Package Performance Data

4. LOCATION:

4.1 All work and services required under this specification shall occur at and be specifically designed for the existing generator owned by the City of Fayetteville, Arkansas, and installed at the Noland Wastewater Treatment Plant. The physical address of the plant is 1400 N Fox Hunter Rd., Fayetteville, Arkansas 72701.

5. OWNERSHIP AND DELIVERY OF SUPPLIED MATERIALS:

5.1 Materials and equipment supplied under this specification shall remain the property of the Bidder until acceptance by the City of Fayetteville. City of Fayetteville will make an area available for staging and storage of delivered equipment. The area is within the treatment plant's perimeter fence, however, the Bidder shall remain solely responsible for the safety and security of any materials or equipment staged or stored within or on the designated area. The City of Fayetteville will allow reasonable access to the storage area for deliveries between the hours of 9:00AM and 3:30PM local time. The City of Fayetteville will not provide any assistance with or equipment to facilitate the physical offloading of any delivered materials or equipment nor will the City of Fayetteville formally accept any delivery. Delivery shall be the responsibility of the Bidder.

6. SCOPE OF WORK:

6.1 This specification concerns the evaluation of existing operating conditions, provision, installation, commissioning, and acceptance testing of a catalytic converter and its attendant electronic monitoring system. It also includes the supplying of all ancillary piping, spool pieces, gaskets, flange bolts, stands, and brackets to effect installation to the existing generator.

Factory authorized commissioning is also required under this specification. Physical installation of the catalytic converter and all ancillary appurtenances will be the responsibility of the Bidder.

7. EXISTING GENERATOR:

Engine:	Caterpillar 3516B DITA
Engine S/N:	1HZ03111
Manufacture Date:	2004
Horsepower:	2937
RPM:	1800
Exhaust Temperature (100% load):	940° F
Exhaust Flow Rate (100 % load):	17,200 CFM
Fuel:	Diesel / Natural Gas adder
Run Hours:	1481

8. EQUIPMENT SPECIFICATION

8.1 The catalytic converter system required herein shall reduce the carbon monoxide emission of the existing generator engine to the extent required by 40 CFR Part 63, Subpart ZZZZ in effect as of April 01, 2013. The converter system shall meet the requirements of 40 CFR Part 63, Subpart ZZZZ during operation of the generator under all fuel combination proportions from 100% Diesel - 0% natural gas to 10% Diesel – 90% natural gas, inclusive at full load. CO emissions shall be reduced by 70% or more.

9. EXISTING CONDITIONS VERIFICATION:

9.1 The Bidder shall establish baseline parameters by measuring the actual emissions and exhaust backpressure for the various fuel combinations listed above. The City will assist by running the generator at various fuel combinations subject to the demand load of the system at the time of testing. The City makes no guarantee that the generator can be ran at full load conditions.

10. SUBMITTALS:

10.1 The supplier shall provide the following submittal information before commencing with any manufacturing or installation of equipment.

a. A complete listing of emissions data and exhaust backpressure gathered from the existing conditions verification.
b. A certification of the warranty and statement of extended warranty if the manufacturer's standard warranty is of less duration than that required herein.
c. A detailed list of items and services to be supplied.
d. A statement specifying the maximum backpressure by virtue of the installation of the catalytic converter.
e. A statement from the engine manufacturer that the maximum backpressure is acceptable and will not damage the engine or reduce it's developed shaft horsepower.
f. Drawings indicating the intended location and method of installation of the catalytic converter and all ancillary items. Any structural framework is not part of this bid.
g. A suggested acceptance test plan for City of Fayetteville approval meeting 40 CFR Part 63, Subpart ZZZZ.

11. WARRANTY:

11.1 Catalytic converter performance shall be warranted for a period of two (2) years from the date of startup. Bidder shall promptly, without cost to the City of Fayetteville, correct any defects and/or problems with the equipment to ensure compliance with 40 CFR Part 63, Subpart ZZZZ.

11.2 Warranty shall include all parts, labor, shipping, mailing charges, and transportation of parts to and from the location of the warranty service center.

11.3 Successful vendor shall be responsible for warranty administration of all items bid.

Quote Number:

Customer Pricing: Standard Rates
Parts Pricing:

DATE: April 26, 2013

Do you want to provide Option B pricing (TBD at Next PM)?

CPS Branch:

On Behalf of:

9310 W. 46th
Tulsa, Ok
Office 918-35

	Equipment Location:	Bill To:	Payment Terms:
Name:	Andrea Foren	Andrea Foren	Due upon receipt
Company:	Fayetteville Arkansas	Fayetteville Arkansas	
Address:	113 West Mountain	113 West Mountain	
City, State ZIP:	Fayetteville AR 72701	Fayetteville AR 72701	
Phone:	479-575-8220	479-575-8220	
Email:	aforen@ci.fayetteville.ar.us		

Prepared by: Brian Carson
Phone Number: 918-359-2158
eMail: bcarson@cliff

Generator:
Manufacturer: CAT *Model Number:* 3516B *Serial Number:* 1HZ03111 Spec Number: Hours: KW:

Engine:
Manufacturer: *Model Number:* *Serial Number:* Engine Liter: Fuel Type:

Automatic Transfer Switch:
Manufacturer: *Model Number:* *Serial Number:* *Other ID:* Amps: Volts:

Estimated number of miles that can be driven in an hour to get to the job site: 45

Description of work: Entry Field | Auto Pop Field | Calculated Field

Travel to site and remove existing exhaust system and install new emission certified exhaust system. Install catalyst monitoring system to verify correct emissions to meet regulations. Work will require rental of 5K forklift. Clifford Power will be responsible for installation of system only. All certifications through EPA will be the responsibility of the end user. Fabrication of system will require external mounting of new silencer so any Decible specifications met by the manufacturer will be altered, any further noise control will be the resposibility of the end user. This upgrade allows for the customer to be compliant with the standards at 40CFR part 60 subpart IIII and 40 CFR part 63 subpart ZZZZ after the retrofit is complete.

Flat Rate Entry Only Below This Line

Flat Rate Code	Description	Quantity	Price Each	AMOUNT	Figured Hours
2028A	Labor	50.0	$105.00	$5,250.00	50.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
		1.0	$0.00	$0.00	0.00
			$0.00	$0.00	0.00
			$0.00	$0.00	0.00
	Preparation Labor	0.0	$105.00	$0.00	0.00
	Additional OnSite Labor:	0.0	$105.00	$0.00	0.00
	Roundtrip Travel Labor:	25.0	$105.00	$2,625.00	24.53
	Roundtrip Miles:	1130.0	$2.50	$2,825.00	

Parts Entry Only Below This Line

P/N	Description	Quantity	Price Each	
201VO-4-2-4116-2	Emission Exhaust Silencer	1.0	$13,924.40	$13,924.40
GTM03-KIT	Catalyst Monitor Kit	1.0	$4,830.00	$4,830.00
Forklift	Forklift Rental	1.0	$1,000.00	$1,000.00
28-3600	36" Spool Piece	2.0	$329.00	$658.00
47-F-800	36" Mounting Band	2.0	$232.26	$464.52
47-F-1600	16" NBG Kit	1.0	$120.96	$120.96
21-F-800	8" Rain Guard	2.0	$260.40	$520.80
Welder	Welder	1.0	$2,500.00	$2,500.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
	Standard Freight:	-	8.00%	$1,921.49
	Additional Freight:	If urgent or large	$0.00	$0.00
	Overall Additional Markup Amount:	100.00%	0.00%	
	Sub Total:			$36,640.17
	Shop Supplies:		5.00%	$50.00
	Environmental Fee:		1.50%	$15.00
			TOTAL:	$36,705.17

These values are driven by the customer pricing selection above. These cell values set pricing levels for all calculated labor fields.

Total Labor Charges (excl Travel & Addl Serv's): $5,250.00
Total Combined Labor Charges (excluding Travel): $5,250.00
Total Combined Travel Charges: $5,450.00
Total Combined Parts Charges (including Freight): $25,940.17
Total Combined Parts Charges (excluding Freight): $24,018.68
Total Combined Freight Charges: $1,921.49
Total Combined Fees: $65.00
Total (excluding Travel) $31,256.17

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: **5/21/2013**

P.O Number:

Expected Delivery Date:

Vendor #:

Vendor Name: **Clifford Power Systems**

Mail Yes:__ No:____

Address: **9310 E 46th St N**

Fob Point: **Noland WWTF, Fayetteville AR**

Taxable Yes:__ No:____

Quotes Attached Yes:____ No:____

City: **Tulsa**

State: **OK**

Zip Code: **74138**

Ship to code:

Division Head Approval:

Requester:

Requester's Employee #: **OMI**

Extension: **479-443-3292 ext 6782**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	**Noland WWTP Generator Modification**	**1**	**JOB**	**33,597.41**	**$33,597.41**	**5400.5800.5414.00**	**02069.1**		
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: **$33,597.41**

Tax: **$3,107.76**

Total: **$36,705.17**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Yolanda Fields	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of lease for 10 S College

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

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director — Date: 05.01.2013

City Attorney — Date: 5-1-13

Finance and Internal Services Director — Date: 5-2-2013

Chief of Staff — Date: 5-2-13

Mayor — Date: 5/3/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 2013-MAY-01 P02:48 RCVD USB

Received in Mayor's Office ENTERED 5/1/13 BRP

Staff recommends approval of lease.

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: City Council and Mayor

Thru: Jeremy Pate, Director Development Services

From: Yolanda Fields, Director Community Services

Date: May 1, 2013

Subject: Public Facility Lease Program – Approval of Lease for 10 S College

PROPOSAL:

The property located at 10 S College was renovated with Community Development Block Grant (CDBG) funds. This property is a part of the CDBG Public Facility Lease Program. Properties renovated or acquired with CDBG funds are made available through an application process to non-profits that provide services to low and moderate income residents in the City of Fayetteville. Prism Education Center submitted an application for the property located at 10 S College. Prism Education Center was the only applicant and met all the requirements for the program.

Prism Education Center was incorporated in 2009 and began offering programs in 2011. They provide education programs and resources to low and moderate income families. Their programs include preschool, after school, private school and summer school tutoring and enrichment programs. The project also provides resources for parents, including parenting classes.

RECOMMENDATION:

Staff recommends the approval of the lease with Prism Education Center for the property located at 10 S College.

BUDGET IMPACT:

None.

RESOLUTION NO. _____

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC FACILITY LEASE AGREEMENT WITH PRISM EDUCATION CENTER FOR 10 S. COLLEGE AVENUE

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 Community Development Block Grant public facility lease agreement with Prism Education Center for 10 S. College Avenue. A copy of the lease agreement is attached to this Resolution as Exhibit "A".

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville ARKANSAS

Community Development Block Grant
Public Facility Lease Program

LEASE AGREEMENT

10 S College

THIS LEASE AGREMENT executed this 4th day of June 2013, by and between the City of Fayetteville, Arkansas and Prism Education Center, a nonprofit Arkansas corporation, hereinafter referred to as "Prism".

In consideration of the promises, covenants and commitments contained herein, the City of Fayetteville and Prism hereby agree as follows:

1. **PREMISES.** The City of Fayetteville hereby leases to Prism and Prism hereby leases from The City of Fayetteville, the CDBG renovated portions of the building (see attached floor plan) at 10 S College, Fayetteville, AR 72701.

2. **TERM.** The original term of this Lease shall commence on June 4, 2013 and shall terminate on June 4, 2014 at 5:00 p.m. This Lease shall be automatically extended each subsequent year on June 4th unless written notice of termination is given by the City of Fayetteville or Prism to the other party at least thirty (30) days prior to expiration of the original term of this lease. This Lease will expire on March 31, 2016. This notice shall be effective if mailed or delivered to:

City of Fayetteville Mayor's Office 113 W Mountain Fayetteville AR 72701	Prism Education Center Executive Director 10 S College Fayetteville AR 72701

3. **CONSIDERATION.** In consideration for the use of leased premises Prism agrees to provide its services to the citizens of Fayetteville and Northwest Arkansas with emphasis on low and moderate income clientele in Fayetteville. Prism agrees to provide educational programs and parent resources for low and moderate income clientele. Prism agrees to begin utilizing the property for these services within 6 months of signing this lease agreement. Prism shall maintain at all times a current and complete record of all activities conducted on the leased premises in a form specified by the City of Fayetteville. Prism shall submit a quarterly activity report to the City of Fayetteville Community Services Division on or before the 15th of the month following the end of the quarter. The City of Fayetteville and the United States Department of Housing and Urban Development shall have complete access to all of Prism's records during all reasonable hours and shall have the right to inspect and copy said records.

EXHIBIT
A

4. **UTILITIES.** Prism shall be responsible for prompt and complete payment of all utilities including electric bills, natural gas bills, water and sewer bills, sanitation service bills and telephone bills.

5. **IMPROVEMENTS TO PREMISES.** If previously approved in writing by the Community Services Division of the City of Fayetteville, Prism may make improvements that are necessary to carry out the services they provide. Prism agrees that it will keep and maintain the leased premises and all improvements thereon in good condition and repair at all times. Prism agrees to be responsible for the maintenance and replacement of all heating, electrical and air conditioning equipment and plumbing on the premises. Prism, at its own cost and expense, shall maintain and keep premises in as good repair as when the premises were received or in their highest state of repair during the lease term, ordinary wear and tear and casualties beyond Prism's control alone excepted. Prism shall return the leased premise at the expiration or termination of the Lease in good order and condition excepting only ordinary wear and tear and casualties beyond Prism's control. Design for any such improvements shall be approved by the City of Fayetteville Community Services Division.

6. **MAINTENANCE AND REPAIR FUND.** Prism already maintains a Maintenance and Repair Account for the leased property at 2190 S Razorback Road. Prism will expand this account to include this property. Prism shall be able to show in their operating budget that a maintenance and repair line item with a total of **$30,000.00** is allocated; and supplies, maintenance crew and other maintenance items for the maintenance and repair of the facility will be charged against this line item for the duration of the lease. Prism will provide documentation as requested. If the lease at either property is vacated the account will continue to be maintained for the remaining property. At the end of this Lease Agreement charges against this account for that property will end and the property will be in as good or better condition as it was found.

7. **INSURANCE.** Prism agrees to carry liability insurance on the leased premises. Prism agrees to maintain said policy in force throughout the term of the Lease and extension thereof. Prism shall file a copy of said policy and all renewals with the City Clerk of the City of Fayetteville. Prism agrees to notify the City of Fayetteville in writing of any amendments to or cancellation of said policy or renewals. The City of Fayetteville carries property insurance on all City leased buildings. Prism will receive an annual bill from the City for the property insurance on 10 S College.

8. **MONTHLY FINANCIAL STATEMENTS.** Prism shall maintain complete and accurate monthly financial statements for all activities conducted on the leased premises. Prism shall file a copy of each month's financial statement

with the City of Fayetteville's Community Services Division on or before the 15th day of the following month.

9. **BENEFIT TO LOW INCOME FAMILIES.** The Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families or aid in the prevention or elimination of slums or blight. Prism commits that the leased premises will be used to benefit low and moderate income families.

10. **COMPLIANCE WITH FEDERAL RULES AND REGULATIONS.** Prism agrees to comply with all rules and regulations as established by the Department of Housing and Urban Development for programs financed by the Housing and Community Development Act of 1974; and

    a. Lessee will comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-102, Revised, acceptance and use of Federal funds under 24 CFR 570; and
    b. Lessee will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with OMB Circular No. A-102, Revised.
    c. Lessee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be other wise subjected to discrimination under any of Prism's programs or activities.
    d. Prism will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds proved under 24 CFR 570.
    e. Prism will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

11. **PERSONAL GAIN.** Prism will establish safeguards to prohibit employees from using position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

12. **HATCH ACT.** Prism will comply with applicable provisions of the Hatch Act.

13. **RIGHT TO INSPECT RECORDS.** Prism will give HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the program.

14. **ENVIRONMENTAL PROTECTION.** Prism will ensure that the facilities under its lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

15. **FLOOD DISASTER PROTECTION ACT.** Prism shall comply with the Flood Disaster Protection Act of 1973, P.L. 93-234, 87stat. 975, approved December 31, 1973. Section 103(a) required, on and after march 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phase "Federal financial assistance" shall be included in any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

16. **CURE OR TERMINATION.** If the City of Fayetteville determines that Prism has violated a duty, term or condition of this Lease Agreement, it shall so notify Prism in writing at the address listed above in paragraph 2. Prism shall have thirty (30) days after notification to cure the breach. If Prism fails to cure the breach to satisfaction of the City of Fayetteville within the allotted period of time, the City of Fayetteville, acting through its Mayor, may declare this Lease Agreement terminated and so notify Prism which shall immediately vacate the premises.

Community Development Block Grant
Public Facility Lease Program

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date first above written.

Prism Education Center

Misty Newcomb
Executive Director

City of Fayetteville, Arkansas

Lioneld Jordan
Mayor

ATTEST:

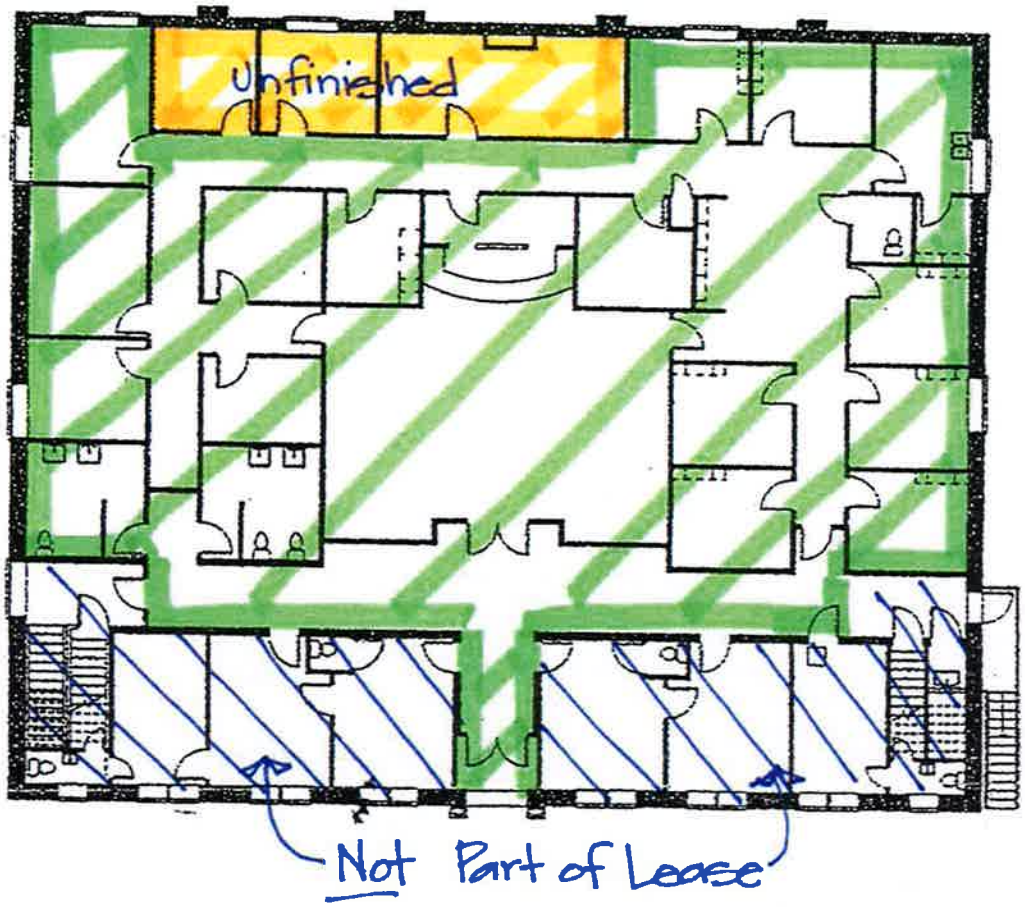
Sondra E. Smith
City Clerk/Treasurer

10 S College

Main Floor

Lease is for the spaces outlined in green and orange.

Lease does not include basement or second floor.



City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5-21-2013
~~5/7/2013~~

City Council Meeting Date
Agenda Items Only

Yolanda Fields	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of Budget Adjustment recognizing CDBG program income received as reimbursment for Building Performance Institute class from Northwest Arkansas Community College in the amount of $1,195.00.

	$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
2180.4940.5304.00	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	Community Services
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director	05.01.2013 Date	Previous Ordinance or Resolution #
City Attorney	5-1-13 Date	Original Contract Date:
Finance and Internal Services Director	5-2-2013 Date	Original Contract Number:
Chief of Staff	5-2-13 Date	Received in City Clerk's Office 05-01-13 A11:29 RCVD
Mayor	5/3/13 Date	Received in Mayor's Office ENTERED 5/1/13

Staff recommends approval of the Budget Adjustment.

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development

From: Yolanda Fields, Dir. Community Services

Date: May, 1 2012

Subject: Approval of a Budget Adjustment for the Community Services Division

PROPOSAL:

Community Services Community Development Block Grant Program would like to budget Program Income received as reimbursement for the Building Performance Institute class from Northwest Arkansas Community College in the amount of $1,195.00.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to recognize the CDBG Program Income.

BUDGET IMPACT:

None

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $1,195.00 RECOGNIZING REIMBURSEMENT REVENUE FOR A BUILDING PERFORMANCE INSTITUTE CLASS FROM NORTHWEST ARKANSAS COMMUNITY COLLEGE

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 $1,195.00 recognizing reimbursement revenue for a Building Performance Institute class from Northwest Arkansas Community College.

PASSED and **APPROVED** this 7th day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Community Services Department: Development Services	Request Date	Adjustment Number
2013		5/1/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Housing Travel and Training by $1,195.00 to recognize CDBG Program Income.

Division Head	5/1/13	Date
Budget Director	5-3-2	Date
Department Director	05.01.13	Date
Finance Director	Paul A. Becker 5-3-2013	Date
Chief of Staff	5-3-13	Date
Mayor	5/6/13	Date

Prepared By: Brent *kbelt*

Reference:

Budget & Research Use Only

Type: A B C D E P

General Ledger Date

Posted to General Ledger — Initial — Date

Checked / Verified — Initial — Date

TOTAL BUDGET ADJUSTMENT 1,195 1,195

Account Name	Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub Number
Travel/training ~~advances~~	2180.4940.5304.~~99~~ 00	1,195	-	
CDBG program income	2180.0918.4910.00		1,195	

EXHIBIT A

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

David Dayringer	Fire	Fire
Submitted By	**Division**	**Department**

Action Required:

Staff requests the approval of the Fire Department utilization of Northwest Arkansas Metro Chiefs Association Regional HAZMAT Team's liquidated assets totaling $28,565 to assist with the outfitting of a secondary hazmat unit and offset start-up costs for Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses.

$28,565	$ 44,577.00	Hazmat Equipment
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.3040.5218.01	$ 30,466.43	Hazmat Equipment
Account Number	Funds Used to Date	Program / Project Category Name
	$ 14,110.57	General
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] **Budget Adjustment Attached** [x]

Department Director — Date 5/2/13

City Attorney — Date 5-2-13

Finance and Internal Services Director — Date 5-2-2013

Chief of Staff — Date 5-2-13

Mayor — Date 5/3/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 05-02-13 A09:46 RCVD

Received in Mayor's Office ENTERED 5/3/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

STAFF REVIEW MEMO

To: Mayor Jordan and City Council

From: David Dayringer, Fire Chief

Date: May 2, 2013

Subject: Approval of the Fire Department utililization of Northwest Arkansas Metro Chiefs Association Regional Hazmat Team's Liquidated Assets

PROPOSAL:

The Fayetteville Fire Department has formed a joint Hazardous Materials Response Team with the Springdale Fire Department in order to enhance the response capability of both departments. The fire department would like to purchase additional equipment to assist with a secondary hazmat unit and related expenses.

The City of Fayetteville will be receiving $28,565 of Hazmat Liquidated Assets from the Regional Hazmat Team. The Fire Department would like to utilize the liquidated assets revenue to complete the outfitting of a secondary hazmat unit and offset start-up costs for the Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses. These purchases will be vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

RECOMMENDATION:

Staff recommends the approval of the Fire Department utilization of Northwest Arkansas Metro Chiefs' Association Regional Hazmat Team's Liquidated Assets totaling $28,565 to complete the outfitting of a secondary hazmat unit and offset start-up costs for the Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses.

BUDGET IMPACT:

A Budget Adjustment is attached that moves funds from the Hazmat Revenue Account Fund to the Hazmat Equipment Fund to allow the outfitting of a secondary hazmat unit and offset start-up costs for the Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $28,565.00 TO UTILIZE NORTHWEST ARKANSAS METRO CHIEFS ASSOCIATION REGIONAL HAZMAT TEAM ASSETS FOR PURPOSES OF START-UP AND OUTFITTING OF A FAYETTEVILLE HAZMAT TEAM

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 $28,565.00 to utilize Northwest Arkansas Metro Chiefs Association regional HAZMAT team assets for purposes of start-up and outfitting of a Fayetteville HAZMAT team.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fire Department Department: Fire Department	Request Date	Adjustment Number
2013		5/2/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This Budget Adjustment will take funding from the Haz-Mat Revenue Account-1010.0001.4401.08 which will reflect revenue from NWA Metro Chiefs Regional Hazmat Team's liquidated assets of $28,565 and place it in 1010.3040.5218.01--Haz-Mat Equipment to assist in the further outfitting of a secondary hazmat unit and offset start-up costs for Fayetteville Haz-Mat Team and cover expenses for training and related expenses.

Division Head	5/2/13 Date	Prepared By: Granville Wynn *gwynn*
Budget Director	5/2/13 Date	Reference:
Department Director	5-2-13 Date	Budget & Research Use Only Type: A B C D E P
Finance Director	5-8-2013 Date	General Ledger Date
Chief of Staff	5-7-13 Date	Posted to General Ledger Initial Date
Mayor	5/8/13 Date	Checked / Verified Initial Date

TOTAL BUDGET ADJUSTMENT 28,565 28,565

Account Name	Account Number		Increase / (Decrease) Expense	Revenue	Project.Sub Number
	1010.0001.4401.08	RE		28,565	.
	1010.3040.5218.01	EX	28,565		.

EXHIBIT A

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux	Aviation	Transportation
Submitted By	**Division**	**Department**

Action Required:

Action Required: A resolution to approve an aviation fuel and refueler trucks agreement with AvFuel Corporation. Contact: David A. Mittleman, District Manager, Avfuel Corp., 14821 Juniper St., Leawood, KS, 66224, 800-599-9753. dmittleman@avfuel.com RFP 13-05

$875,000 ESTIMATED FY2013	$ 1,519,831.00	Mat/Supp & Serv/Chgs
Cost of this request	Category / Project Budget	Program Category / Project Name
5550.3955.5308.03 5550.0806.00	$ 53,787.00	Airport Operations
Account Number	Funds Used to Date	Program / Project Category Name
	$ 1,466,044.00	Airport
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Terry J. Gulley — Department Director — 5-1-13 Date

City Attorney — 5-6-13 Date

Paul A. Becker — Finance and Internal Services Director — 5-6-2013 Date

Chief of Staff — 5-6-13 Date

Mayor — 5/6/13 Date

Previous Ordinance or Resolution # 5566

Original Contract Date: 3/5/2013

Original Contract Number:

Received in City Clerk's Office 05-02-13 P04:48 RCVD Kim J.

Received in Mayor's Office ENTERED 5/6/13 BCP

Comments:

City Council Meeting of: May 21, 2013
Agenda Item Number:

Fayetteville
ARKANSAS

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 29, 2013

SUBJECT: Approval of the Aviation Fuel Supply Agreement with AVFUEL Corporation for supply of aviation fuel for resale and aircraft service trucks for the Fayetteville Executive Airport, Drake Field. Signature of the Mayor and City Clerk.

RECOMMENDATION: Approve the Aviation Fuel Supply Agreement with AVFUEL Corporation. Signature of the Mayor and City Clerk on the Agreement.

BACKGROUND: The Airport solicited proposals from aviation fuel suppliers for a fuel supply agreement. Four companies responded to the solicitation. A selection committee was formed by the Purchasing Department and AVFUEL was selected unanimously. Key ingredient to their selection was their markup on the fuel and their new training program. AVFUEL also provides marketing and promotions for the airport. The AVTRIP program for pilots is one of the best in the industry. This contract delivers fuel for resale to the Fixed Base Operator and equals approximately $875,000.00 for the purchase of approximately 200,000 gallons of fuel through the end of 2013. The contract is for five years. The first year of the service truck lease is at no cost then at $3,000.00 per month for the remaining four years of the contract. AVFUEL offered the lowest cost for the service truck lease.

BUDGET IMPACT: The purchase of fuel and the lease of aircraft service trucks are included in the approved FBO budget.

Attachments: Staff Review
Aviation Fuel Supply Agreement

4500 SOUTH SCHOOL AVENUE, SUITE F • AIRPORT TERMINAL BUILDING • FAYETTEVILLE AR 72701
479.718.7642 • 479.718.7646 FAX • www.accessfayetteville.org/government/aviation
airport_economic_development@ci.fayetteville.ar.us

RESOLUTION NO. _____

A RESOLUTION AWARDING RFP #13-05 AND APPROVING A FIVE (5) YEAR CONTRACT WITH AVFUEL CORPORATION FOR THE PROVISION OF AVIATION FUEL AND REFUELER TRUCKS FOR FAYETTEVILLE EXECUTIVE AIRPORT-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 awards RFP #13-05 and approves a five (5) year contract with AvFuel Corporation for the provision of aviation fuel and refueler trucks for Fayetteville Executive Airport-Drake Field.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

AVFUEL CORPORATION

GLOBAL SUPPLIER OF AVIATION FUEL AND SERVICES

April 30, 2013

Ray Boudreaux
Fayetteville Municipal Airport
4500 S. School Street
Suite F
Drake Field
Fayetteville, AR 72701

Dear Mr. Boudreaux:

Enclosed is a copy of the executed **Aviation Fuel Supply Agreement** between our companies. Please review them and execute where indicated. Please return back to me at the address below or use the enclosed prepaid overnight envelope.

I would like to thank you for your continued business with Avfuel. If you have any questions, do not hesitate to call us!

Sincerely,

AVFUEL CORPORATION

Esther M. Collis

Esther M. Collis
Administrative Coordinator

Enclosure

PO Box 1387, Ann Arbor, Michigan 48106-1387
47 W. Ellsworth Road, Ann Arbor, Michigan 48108-2278
(734) 663-6466, (800) 521-4106
Fax: (734) 663-1681, www.avfuel.com

Customer Code: _____

AVFUEL CORPORATION
FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT

Reference Date: April 19, 2013 **Effective Date: June 1, 2013**

SUMMARY

This Agreement is between Avfuel Corporation and its affiliates and subsidiaries all of which have principal offices at 47 West Ellsworth Road, Ann Arbor, MI 48108 USA, hereinafter referred to, individually or collectively as "Avfuel", and **City of Fayetteville, dba Fayetteville Executive Airport, Drake Field** having its principal office at (Street address only) **4500 South School Avenue, Suite F, Fayetteville, AR 72701**, hereinafter called "Customer", collectively called "the Parties", and is effective on the Effective Date or, if no Effective Date is specified then on the Reference Date noted above.

THIS IS AN INTEGRATED AGREEMENT CONSISTING OF SEVERAL PARTS, ALL OF WHICH SHALL BE READ TOGETHER AND INTERPRETED AS ONE AGREEMENT. The parts shall include this Summary, the Special Terms and Conditions, and the General Terms and Conditions. In the event of any inconsistencies between the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall govern. Avfuel offers other Programs that it believes are of benefit to Customer. Customer chooses to participate in those Programs that are checked below and agrees that the applicable provisions of the Special and General Terms and Conditions govern those Programs. Additions or deletions to this agreement are governed by the Changes Provision set forth in Section 17 of the General Terms and Conditions. If customer should avail itself of any of the Programs not checked below then Customer specifically agrees to be bound by the Special and General Terms and Conditions that govern those Programs.

Applicable Certificates of Insurance are attached hereto, Insurance Company Name_____

- [X] Customer Credit Program
- [X] Brand Program
- [X] Credit and Charge Cards Acceptance Program
- [X] Equipment Lease Agreement
- [X] Addendums
- [X] AVTRIP Program
- [X] Contract Fuel Dealer Program
- [ ] Avsurance Primary Commercial Insurance Program

CUSTOMER FEIN: 71-6018462

TYPE OF BUSINESS: Municipality
(i.e. C-corp, S-corp, Partnership, LLC, Sole Prop, or other)

STATE ID NUMBER:

STATE OF INCORPORATION: Arkansas

FOR: AVFUEL CORPORATION

By: _____
William B. Light
Title: **Vice President, Administration**

FOR: CITY OF FAYETTEVILLE, dba., FAYETTEVILLE EXECUTIVE AIRPORT, DRAKE FIELD

By: _____
(Signature)

_____
(Print Name)

Title: _____
(Print Title)

The undersigned hereby guarantee(s) payment and performance of this Agreement by Customer.

FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT

SPECIAL TERMS AND CONDITIONS

CUSTOMER NAME: **City of Fayetteville, dba., Fayetteville Executive Airport, Drake Field**

BILLING ADDRESS:
(if different than street address)
4500 South School Ave
Suite F
Fayetteville, AR 77061

DELIVERY ADDRESS:
(if different than street address)
4500 South School Ave
Suite F
Fayetteville, AR 77061

AIRPORT ID (IATA CODE): **FYV Drake Field**

PRODUCT(s):

☐ Jet-A ☒ Jet-A with Anti-ice ☒ Avgas/100LL ☐ Other

PAYMENT TERMS: **Net Ten (10) Days, EFT**

CREDIT LIMIT: **$75,000.00**

EQUIPMENT LEASED:

Description**	S/N or VIN	Lease Rate	Replacement* Cost (Current)
#1288 2002 International 1200 Gallon Avgas Truck	#H509664	$ 400.00	$50,000.00
#2036 2003 International 2000 Gallon Jet Truck	#N583573	$1,200.00	$75,000.00
#17087 2004 Sterling 3000 Gallon Jet Truck	#AN15022	$1,400.00	$115,000.00

Rental Billings Will Not Begin until June of 2014 for a 5 year contract

*Hazard insurance , **Meters, if so equipped, have NOT been Certified or Calibrated, this is the responsibility of Customer.

CONTRACT FUEL DEALER:
Flight Operation Type (select one):
X Corporate Configured Accepted
☐ Non Corporate Ops Only
☐ DC-9 and Larger, Non Corporate Ops Only

Airport Flowage Fee: ☐ YES ☐ NO _____ $/g (i.e. $0.0300)

Storage Fee: ☐YES ☐ NO _____ $/g (i.e. $0.0300)

Into wing Fee:

Jet Into-Plane Rate Schedule	Gallons from/to	Rate/gallon
Example	1-1000 gallons	$X.XXXX

Rates are as previously established between the City of Fayetteville and Avfuel

OTHER SPECIAL TERMS AND CONDITIONS: _____

Customer Initials _____ Avfuel Initials MB 2

Addendum
To the
Aviation Fuel Supply Agreement
Between
Avfuel Corporation
And
City of Fayetteville, dba., Fayetteville Executive Airport, Drake Field

The following is incorporated and made part of the above named agreement with an effective date of June 1, 2013.

Section 10. RECIPROCAL INDEMNIFICATION: This section is deleted.

Section 16. GOVERNING LAW: In this section remove "Michigan" and replace with "Arkansas". Delete the second sentence.

CUSTOMER CREDIT PROGRAM

Section 7. This section is deleted.

AVFUEL CORPORATION	CITY OF FAYETTEVILLE, dba., FAYETTEVILLE EXECUTIVE AIRPORT, DRAKE FIELD
By: _____ Signature	By: _____ Signature
William B. Light Name Printed	Lioneld Jordan Name Printed
Its: Vice President, Administration Title	Its: Mayor Title
Date: 4-29-13	Date: _____

AVIATION FUEL SUPPLY AGREEMENT

GENERAL TERMS AND CONDITIONS

1. PURCHASE AND SALE: Subject to the terms and conditions contained herein, throughout the entire term of this Agreement, Avfuel agrees to sell and deliver, and Customer agrees to purchase and pay for, the Customer's entire requirements for Products and all products to be handled, stored, used, distributed or sold by Customer or its affiliates at each airport represented by the Delivery Addresses listed in the Special Terms and Conditions. If, at any time during the term of the AFSA Customer, or any entity controlled by or in common control with Customer, operates any other facility at the Airport that sells aviation fuels (a "Supplemental FBO"), then Customer may, or may cause such other entity to, enter into a new AVIATION FUEL SUPPLY AGREEMENT with Avfuel (on the same terms and for the same duration as the AFSA) for the supply of 100% of the requirements of the Supplemental FBO for aviation fuel. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business. Avfuel has relied on this representation in entering into this Agreement.

2. TERM: The initial term of this Agreement is five (5) years, beginning on the Effective Date specified in the Summary. The term shall be automatically renewed for successive three (3) year terms until one Party delivers a Notice to the other Party of its intent to terminate at the end of the then current term. Such Notice shall be delivered at least ninety (90) but not more than one hundred twenty (120) days prior to the expiration of the current term.

3. PRICE AND PAYMENT:

3.1. Unless otherwise agreed in writing the price per gallon for Products delivered to Customer shall be as established by Avfuel from time to time in its discretion based upon market and other conditions that it deems pertinent based on the date and time that Avfuel loads the Products into delivery trucks. Prices shall be F.O.B. the Delivery Address(es) and shall be exclusive of all taxes, fees, surcharges and other charges.

3.2. Unless otherwise agreed in writing or otherwise required by the state law where the Product is delivered, the standard unit of measurement of quantities of Products purchased and delivered shall be the Net Gallon. The term "Net Gallon" shall mean the volumetric measurement, in U.S. gallons, of a Product actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60°F). The conversion ratio shall be from the current American Society for Testing and Materials ("ASTM") IP Petroleum Measurement Tables.

3.3. Unless otherwise agreed in writing by the Parties, Customer agrees to pay in advance by bank wire transfer for all Products purchased hereunder. Failure to pay in advance shall be construed as a credit transaction and shall be subject to the Terms and Conditions of the Customer Credit Program set forth below.

4. TAXES AND OTHER CHARGES:

4.1. Customer shall pay all taxes, assessments, fees and other charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (collectively, the "Taxing Authorities") based upon the delivery, sale, importation, inspection, storage or use of the Products purchased by or leased to Customer, excepting Taxes which are imposed upon Avfuel based upon its net income or revenues.

4.2. If the Taxing Authorities collect the Taxes directly from Customer, then Customer shall pay all such Taxes on or before their due dates. If the Taxing Authorities require that Avfuel collect the Taxes from Customer at the time of sale, Avfuel will use its best efforts to include all such Taxes in its invoices to Customer and Customer shall pay all such invoices on or before their due dates. (In its invoices, Avfuel will identify those Taxes as separate items.) If Customer is entitled to an exemption from any Taxes which the Taxing Authorities require be collected by Avfuel, then, in order to permit Avfuel not to collect those Taxes, Customer shall obtain and provide to Avfuel current and valid exemption certificates relating to those Taxes. If, subsequent to the issuance of any invoice, the Taxing Authorities or Avfuel advise Customer of additional Taxes payable with respect to the Products covered by that invoice, then Customer shall promptly pay such additional Taxes.

4.3. CUSTOMER ACKNOWLEDGES THAT IT REMAINS SOLELY RESPONSIBLE FOR ALL SUCH TAXES, AND WILL INDEMNIFY AVFUEL AGAINST ANY LIABILITY FOR SUCH TAXES EVEN IF AVFUEL FAILS FOR ANY REASON TO INCLUDE ANY SUCH TAXES IN ITS INVOICES TO CUSTOMER. HOWEVER, AVFUEL WILL INDEMNIFY CUSTOMER AGAINST ANY LATE CHARGES, PENALTIES OR OTHER CHARGES THAT CUSTOMER INCURS IF AVFUEL'S FAILURE TO INCLUDE ANY TAXES IN ITS INVOICE IS DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4.4. Customer's obligation to indemnify Avfuel shall extend to any Taxes which are assessable against Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes and to any Taxes for which an exemption had been claimed but which are subsequently assessed by Taxing Authorities based upon its rejection of the claimed exemption for the Products or Customer.

5. DELIVERY:

5.1. Deliveries shall be made to the Delivery Address(es) listed in the Special Terms and Conditions. Avfuel or its authorized shipping agent ("Shipping Agent") shall be provided access to Customer's storage facilities during normal business hours, or at such other times as may be approved by Customer's authorized representative, for the purpose of unloading the Products. Unless otherwise agreed in writing, the minimum delivery of Jet A fuel will be a full standard transport tanker load which is equivalent to 7,500 Gross Gallons, and the minimum delivery for Avgas fuel will be a full standard transport tanker load which is equivalent to 8,500 Gross Gallons. Avfuel reserves the right to impose a surcharge for deliveries of less than a full tanker load.

5.2. Delivery shall be into tanks designated by Customer. Such designation shall be construed as a warranty that the designated tanks and containment areas have been inspected and approved by the appropriate regulatory agencies. Customer shall be responsible for all unloading operations including the placement of hoses into the proper storage tanks. Customer shall specifically designate and gauge the available capacity of the tanks into which the Product shall be unloaded, and shall bear all responsibility of spillage or contamination of the Product after it leaves the end of any properly operating hose provided by Avfuel or its Shipping Agent. Access to Customer's tanks shall be furnished in such a manner that Avfuel or its Shipping Agent can safely and conveniently reach Customer's storage facility with the hoses available, and Avfuel or its Shipping Agent may refuse to complete any delivery which Avfuel or the Shipping Agent determines, in it sole discretion, cannot be made safely.

5.3. Any claim by Customer of any discrepancy in the quantity of the Product delivered shall be effective only if made by written Notice delivered to Avfuel within twenty-four (24) hours after the Product is delivered to Customer. **GIVEN THE NATURE OF THE PRODUCTS, TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM SHALL BE PERMITTED OR EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

6. FORCE MAJEURE: Except as provided below, neither Party shall be responsible for any failure to comply with the terms of this Agreement due to causes beyond its reasonable control for the period the effects of such causes continue. These causes shall include but shall not be restricted to: fire, storm, flood, earthquake, explosion, accident, acts of any local, state or federal authority or agency or of a public enemy, war, rebellion, terrorism, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, transportation embargoes or delays, acts of God and unavailability of the Product. For purposes of this Agreement, the term "unavailable" shall mean that Avfuel, for any reason whatsoever, including but not limited to government action, reduced or allocated fuel supplies, lack of transportation or the like, is unable to procure and deliver a specific Product on a commercially reasonable basis within two (2) days of the specific time requested by Customer. In that event, and only to the extent of such unavailability, the Parties hereto shall be relieved of their obligations under the applicable provisions of this Agreement. If and as applicable, Avfuel will comply with any governmental statute or regulation mandating the allocation of available supplies of Products. The provisions of this Section shall not apply to the failure of a Party to pay any monetary amounts when due under this Agreement.

7. LIMITED WARRANTY:

7.1. Avfuel warrants that all products delivered pursuant to this agreement, regardless of whether title transfers at that time, will, at the time of delivery, conform to the then latest revision of following specifications: Aviation

Gasoline will conform to the ASTM Specification D910; and Jet Fuel will conform to the ASTM Specification D1655. Avfuel retains the right to revise the applicable specifications upon written Notice to Customer.

7.2. **THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY GIVEN BY AVFUEL REGARDING THE PRODUCTS. AVFUEL DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

7.3. Customer shall sample and test each shipment of Product prior to delivery using industry standard test procedures. If Customer determines or suspects non-conformity then Avfuel must be immediately notified, while the Shipping Agent is still present, and the delivery shall not be completed until either Customer accepts the Product, acknowledging conformity, or Avfuel replaces the Product. Customer will permit Avfuel access to Customer's premises and records during normal business hours and upon four (4) hours' telephonic or written Notice to Customer for purposes of investigating any claim of non-conformity. If it is determined that the Product is non-conforming, Avfuel's sole obligation shall be either (1) replacement of the non-conforming Product with conforming Product, or (2) removal of the non-conforming Product and cancellation of the invoice for that Product or refund of the amount paid for that Product, as determined by Avfuel. Avfuel will be reasonably prompt in its actions hereunder. **TIME IS OF THE ESSENCE AND ANY FAILURE TO FOLLOW THE ABOVE PROCEDURE SHALL VOID THE LIMITED WARRANTY.**

8. COMPLIANCE WITH LAWS:

8.1. Each Party shall, at all times and in all respects, comply with all federal, state, county or municipal laws, ordinances, rules and regulations governing its actions in the purchase, storage, handling and sale of the Products and all industry standards pertaining thereto, including those that may contain tetraethyl lead or lead alkyl. Further, each of the Parties agree to use its reasonable best efforts to assist the other Party in complying with such laws, ordinances, rules and regulations which the other Party may be required to observe in the performance of its obligations under this Agreement. Each Party reserves the right to terminate those portions of this Agreement governing the purchase of a Product if the other Party violates the provisions of this subsection with respect to that Product. In such event, the remaining provisions of this Agreement shall continue in full force and effect.

8.2. Each Party shall properly instruct its employees, agents and contractors with regard to compliance with all applicable laws, ordinance, rules, regulations and standards governing the sale and distribution of the Products that are the subject of this Agreement.

9. INDEPENDENT STATUS: Each Party shall at all times function as an independent contractor and not as a subcontractor, employee or other agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

10. RECIPROCAL INDEMNIFICATION: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH PARTY (THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND TO HOLD HARMLESS THE OTHER PARTY AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE OTHER PARTY (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHATSOEVER NATURE WHICH ARE ASSERTED AGAINST OR INCURRED BY ANY INDEMNIFIED PARTY AS A RESULT OF THE BREACH BY THE INDEMNIFYING PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR AS A RESULT OF ANY WRONGFUL ACT OR OMISSION OF THE INDEMNIFYING PARTY OR OF ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE INDEMNIFYING PARTY. ANY AMOUNT PAYABLE BY THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL BE DUE WITHIN TEN (10) DAYS AFTER WRITTEN DEMAND AND ANY SUCH AMOUNT WHICH IS NOT PAID WHEN DUE SHALL BEAR INTEREST FROM THE DUE DATE TO THE DATE OF PAYMENT AT THE RATE OF 16% PER ANNUM (OR, IF LESS, AT THE MAXIMUM RATE OF INTEREST PERMITTED UNDER THE LAWS OF THE STATE IN WHICH THE INDEMNIFYING PARTY HAS ITS PRINCIPAL PLACE OF BUSINESS). WITHOUT LIMITING THE ABOVE PROVISIONS, THE OBLIGATION OF THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL INCLUDE ANY REASONABLE ATTORNEY'S FEES OR OTHER COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ENFORCING THE OBLIGATION OF INDEMNITY UNDER THIS SECTION. EACH PARTY'S OBLIGATION TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LAPSE OF ALL APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR TIME PERIODS WITHIN WHICH AN ACTION FOR INDEMNITY OR CONTRIBUTION MUST BE BROUGHT.

11. BREACH AND TERMINATION:

11.1. Failure of a Party to comply with the provisions of this Agreement shall constitute a breach of the Agreement by the non-complying Party. Except as otherwise permitted under this Agreement, the non-breaching Party shall provide Notice of that breach to the other Party in the manner set forth in Section 14. The Notice shall specify the alleged breach and the period within which the breach must be cured which, except as provided in Section 11.2, shall be at least ten (10) business days. The Party receiving such Notice shall respond thereto in writing within three (3) business days. If the breach is not cured or the dispute resolved within the period specified in the Notice, the Party claiming breach, by further written Notice, at its election, may affirm this Agreement and initiate appropriate legal actions to require the other Party to remedy that breach or may immediately terminate this Agreement. In either instance, the Party claiming the breach may by appropriate legal proceedings seek and secure recovery of any damages resulting from that breach.

11.2. The provisions of Section 11.1 to the contrary notwithstanding, if the breach is of the Customer's obligation to make a payment to Avfuel when due, then Avfuel may declare all amounts owed to it immediately due and payable, and Avfuel, in addition to all other rights hereunder, may suspend its performance or terminate this Agreement forthwith and without giving Customer Notice or the opportunity to cure. Avfuel shall also have the right to offset any amount that Avfuel then or thereafter owes to Customer, to any guarantor of the Customer's obligations under this Agreement or to any affiliate entity that owns, is owned by or is under common ownership with the Customer against any amounts owed by Customer to Avfuel. Customer warrants that it is authorized to make this commitment with respect to amounts owed by Avfuel to such guarantors and affiliate entities. In addition, Avfuel or its agents or employees may, without further Notice and without legal process enter onto any facility of Customer for the purpose of repossessing any item of Equipment or any personal property of any description owned by Avfuel, and Customer shall use its best efforts to assist Avfuel in such repossession. Pursuit of the foregoing shall not preclude pursuit of any other remedies provided by law, nor constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions contained herein. Aviation fuels on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.

11.3. The Party claiming a breach may waive that breach by giving Notice to the other party in the manner set forth in Section 14 below. The waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other term or condition. Any failure of either Party to enforce rights or seek remedies arising out of any breach by the other Party shall not prejudice or affect the rights and remedies of that Party in the event of any subsequent breach by the other Party.

11.4. Except as set forth in Section 11.2 above, any dispute that arises under this Agreement, pursuant to Section 11.1 above or otherwise, shall be submitted to a senior officer or other person having the authority to negotiate the resolution of such disputes for each Party. Those persons shall attempt, in good faith, to resolve the dispute, and no action in law or equity shall lie until the process set forth herein shall have run its course. If the dispute involves the payment of money, all undisputed amounts shall be paid when due regardless of whether the undisputed amount is only part of an invoice.

11.5. The exercise of a Party's right to terminate the Agreement as aforesaid or to seek any other remedy shall not be deemed an election of remedies and shall be without prejudice to the Terminating Party's rights to seek any other remedy afforded to it by this Agreement or by law or equity. In any action related to the enforcement or breach of this Agreement, the prevailing Party shall have the right to recover its reasonable attorney's fees and costs actually incurred.

12. INSURANCE:

12.1. Prior to the Effective Date stated in the Summary, Customer shall submit proof that it holds, or, if it does not so hold, shall secure, at its cost, the following insurance and furnish Avfuel a Certificate of Insurance evidencing: (1) aviation general liability insurance, including products and completed operations liability, with limits not less than one million dollars ($1,000,000.00) combined single limit for bodily injury and property damage; and (2) automobile liability insurance with limits not less than one million dollars ($1,000,000.00) combined single limit for bodily injury and property damage; (3) workers compensation covering all employees of Customer and (4) physical damage coverage covering the value of any leased Equipment. Insurance policies shall be issued by insurance companies acceptable to Avfuel (whose acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary, as applicable, as an additional insured and/or loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Customer shall maintain such policies in full force and effect throughout the term of this Agreement. Customer may, if it chooses, apply for this insurance through Avfuel's subsidiary, Avsurance Corporation.

12.2. Avfuel currently maintains an excess aviation products liability policy under which its qualified customers may be named as additional insureds. For so long as Avfuel elects to continue to maintain that insurance and permit customers to be additional insureds, upon the written request of Customer and to the extent that Customer qualifies for such coverage, Customer shall be added as an additional insured under that policy upon payment by Customer of any additional premium required by Avfuel's insurer for such coverage. If Avfuel no longer offers this product liability insurance program, or the product liability insurance is no longer free to Customer, Avfuel will notify Customer with thirty (30) days' written notice of this change or Avfuel's intent to terminate the product liability insurance program.

13. ASSIGNMENT: Customer shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, unless with the prior written consent of Avfuel, which consent will not be unreasonably withheld. Any transfer of a controlling interest in Customer shall be deemed an assignment requiring the consent of Avfuel.

14. NOTICES: All Notices permitted or required under this Agreement shall be in writing. Notices by facsimile shall be deemed "delivered" on the date of confirmed transmission, without error, to the fax number designated in the Summary. Notices by mail shall be deemed delivered three (3) business days following the date deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the Party at the address of the principal office. Notices sent by overnight courier shall be effective on the next business day following deposit with the overnight courier for overnight delivery with the delivery fee prepaid, addressed to the Party at the address of the principal office, and with instructions to obtain the signature of the addressee.

15.. PROGRAM PARTICIPATION:

15.1 The provisions of these General Terms & Conditions will apply to the CUSTOMER CREDIT PROGRAM,, BRAND PROGRAM, AVTRIP PROGRAM, CREDIT CARD ACCEPTANCE PROGRAM, , AVSURANCE PRIMARY COMMERCIAL INSURANCE PROGRAM, CONTRACT FUEL PROGRAM AND EQUIPMENT LEASE PROGRAM that are described in the subparts below (each a "Program") except to the extent these provisions are inconsistent with the provisions in the subpart describing that Program..

15.2 If the Customer participates in any Program, whether by formally electing to participate in that Program by selection in the Summary or by informally electing to participate in that Program by taking part in the benefits of that Program, the Customer will be bound by and subject to the provisions in the subpart relating to that Program, as supplemented by the provisions of these General Terms & Conditions.

16. GOVERNING LAW: This Agreement shall be construed as having been made in the State of Michigan and all rights and obligations under it shall be governed by the laws of the State of Michigan without regard to its Conflict of Laws provisions. All litigation arising hereunder shall be brought in the State of Michigan, and exclusive jurisdiction shall lie with the courts located in Washtenaw County, Michigan and each Party hereby submits to the exclusive jurisdiction of those courts.

17. SEVERABILITY: In the event that any court of competent jurisdiction shall determine that any provision of this Agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

18. ENTIRE AGREEMENT TERMS: This Agreement, including all of its parts, sets forth the entire agreement between Avfuel and Customer with respect to the subject matter hereof and there are no other terms or conditions, oral or written, express or implied, relating to or otherwise affecting such subject matter. No term or condition of this Agreement shall be changed, supplemented, cancelled or waived unless in writing and signed by both Avfuel and Customer. If Avfuel and Customer have, prior to the effective date, been parties to any other agreement relating directly to the sale of Products to Customer (a "Prior Agreement"), such Prior Agreement, except for guarantees, shall be superseded as of the effective date and all rights and obligations between Avfuel and Customer with respect to the supply of Products from and after the effective date shall be governed by the terms of this Agreement. The terms and conditions of such Prior Agreement shall, however, remain in full force and effect with respect to rights and obligations relating to the supply of Products prior to the effective date and nothing contained in this Agreement shall be construed as terminating or otherwise affecting any such rights or obligations.

CUSTOMER CREDIT PROGRAM:

IN THE EVENT THAT AVFUEL CHOOSES TO DELIVER GOODS OR SERVICES THAT HAVE NOT BEEN PAID FOR IN FULL BY WIRE TRANSFER PRIOR TO THE TIME OF THAT DELIVERY, AVFUEL SHALL BE CONSTRUED AS HAVING EXTENDED CREDIT TO CUSTOMER AND THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY.

1. Credit terms may not be used during any period in which the Customer is in default of this Agreement. In addition to the provisions of Section 11 of the General Terms and Conditions, for the specific purposes of this Customer Credit Program, the Customer will be in default if (1) any amount charged to the Customer's account is not paid in accordance with the agreed upon payment terms; (2) if and for so long as the Customer is in breach of any of its obligations under any Agreement with Avfuel or any of its subsidiaries; or (3) if Avfuel determines that there is any misrepresentation or breach of a warranty by the Customer under or with respect to any Agreement with Avfuel. Use of credit is limited to the amount specified in the Special Terms and Conditions of this Agreement. No purchase may be made which would cause the total amount owed under this Agreement to exceed that credit limit.

2. Upon termination of this Agreement, Customer shall have no right to credit terms for new purchases, but all obligations incurred prior to the termination, as well as all remedies provided for default or breach, shall survive. If Avfuel, intentionally or unintentionally, permits any purchases on credit after termination, then the terms of this Agreement shall pertain to those charges.

3. Subject to the approval by Avfuel at its offices in Michigan, all purchases by Customer for which Avfuel does not receive payment at or prior to the time of delivery to Customer shall be charged as principal to Customer's account. Avfuel may require Customer or Customer's authorized representative, as a condition of delivery or at any time thereafter, to give receipt for all deliveries in writing and to sign sales slips and other documents in Avfuel's opinion necessary to record or substantiate any or all transactions resulting in a charge to Customer's account.

4. Avfuel shall invoice Customer for all Fuel Products delivered to Customer or to Customer's designees. Invoices shall include the selling price of the product delivered, taxes, duties, and any other charges as separate line items. Invoices are payable on or before that due date specified in the invoice. Unless otherwise determined by Avfuel in its discretion, all payments received will be applied by Avfuel (subject to collection of remittance if other than cash) first to interest, if any, accrued on Customer's account, then to the unpaid principal balance owed upon such account in direct calendar order of due date. Customer agrees to pay to Avfuel upon demand a fee of $50.00 for each check, draft or other form of remittance that is not honored by the drawee upon due presentment by Avfuel or

its agents. From time to time, Avfuel may send Customer a statement of Customer's account for Customer's information showing in summary, or in such detail as Avfuel may deem appropriate, current transactions Avfuel posted to Customer's account to date thereof, the amount of interest (if any) which has accrued, and the balance owing thereon; however, the failure of Avfuel to furnish any such statement shall not relieve Customer of the obligation to make payment against invoices when due in accordance with the other terms of this Agreement. Customer agrees to review all statements promptly after receipt, and shall have fifteen (15) days from date of receipt to notify Avfuel in writing of any discrepancies. If no such Notice is given, such statement shall be conclusively presumed correct.

5. In the event that any invoice is not paid in full by the due date stated therein, the unpaid amount of the invoice shall bear interest until paid at the lower of 18% per annum or the highest rate which may lawfully be contracted for, charged and received according to applicable law for business purchases at the time of delivery. Notwithstanding anything in this Agreement to the contrary, Customer shall never be obligated to pay and Avfuel shall never be entitled to receive any interest upon any indebtedness incurred by Customer pursuant hereto in excess of the maximum contract rate of interest authorized by applicable law for business purposes, and it is expressly understood and agreed that if Avfuel shall render any charge for the payment of usurious interest, such charge shall be automatically and unconditionally reduced to the maximum non-usurious amount, and the excess, if paid, shall be applied as credit to Customer's account. If such application results in a credit balance in Customer's said account, such balance shall be refunded to Customer or applied to the next due amount in such account as Customer shall direct.

6. If, at any time during the term of this Agreement, the financial responsibility of Customer becomes impaired or unsatisfactory to Avfuel, in the sole judgment of Avfuel, Avfuel, effective immediately upon delivery of Notice to Customer, may require the advance cash payment or other security satisfactory to Avfuel for any shipment of fuel and shipment may be withheld until such payment or security is received.

7. For the purpose of securing a payment of all indebtedness of Customer to Avfuel from time to time outstanding (including, without limitation, any amounts due under this Agreement or any other agreement or instrument between Avfuel and the Customer) grants to Avfuel a purchase money security interest in and to all of Customer's inventory of aviation fuels and other products of similar type or description as are purchased from Avfuel, and all accounts, contract rights and other proceeds from such inventory, whether now owned or hereafter acquired. Customer warrants that the purchase money security interest granted herein is and shall remain superior to any other security interests granted by Customer to any other entity. For so long as this Agreement is in effect, all of Customer's inventory of aviation fuels will be presumed to be merchandise purchased pursuant to the Agreement and subject to the purchase money security interest granted by this Agreement. Customer hereby authorizes Avfuel to sign and record all financing statements and other instruments which Avfuel may reasonably require in order to create, perfect and continue in force said security interest and first priority lien. Customer authorizes Avfuel to file a true copy of this Agreement in lieu of any financial statement. The rights and obligations of Avfuel and the Customer under and with respect to the security interest and first priority lien created by this Section shall be interpreted in accordance with the Uniform Commercial Code in effect in the state of the Billing Address of the Customer as stated in the Summary.

8. THIS PARAGRAPH APPLIES ONLY TO THOSE PERSONS WHO'S SIGNATURES APPEAR AS GUARANTORS ON THE SIGNATURE PAGE OF THIS AGREEMENT. PERSONS SIGNING AS GUARANTORS SHALL BE CONSTRUED AS PERSONAL GUARANTORS REGARDLESS OF ANY OTHER DESIGNATION. In consideration of the extension of credit by Avfuel to Customer, each of the parties signing as Guarantors on the signature page of this Agreement agrees to guarantee the prompt payment of all amounts owed to Avfuel by Customer whether such amounts are existing at the time that this Guarantee is signed or are incurred at any time during the life of this Guarantee. Avfuel may demand payment from a Guarantor under this Guarantee at any time that it deems itself insecure with respect to any amount owed by Customer. Each Guarantor hereby waives notice of acceptance of this Guarantee by Avfuel, notice of default by Customer, and all other notices that the Guarantor may otherwise be entitled to receive. Failure on the part of Avfuel to give any such notice shall not discharge any obligation of any Guarantor under this Guarantee. Each Guarantor also hereby waives any requirement that Avfuel proceed against Customer before making a demand for payment hereunder, and agrees to pay all attorney's fees and court costs incurred by Avfuel in the enforcement of its rights hereunder. This is a continuing Guarantee and shall not be revoked by the death of any individual party or by the dissolution of any corporate party or any other entity that is a party hereto, and shall remain in force until Avfuel receives written notice to extend no further credit to Customer on the security of this Guarantee. Such notice shall not discharge any obligation of any Guarantor as to any then existing indebtedness or obligation of Customer arising out of a transaction that took place prior to the receipt of such notice, regardless of the time for determination, maturity, or performance thereof. Each Guarantor agrees to provide periodic statements of financial condition to Avfuel upon request. This Guarantee shall survive the termination of this Agreement until all amounts due Avfuel under this Agreement have been paid in full.

9. Avfuel reserves the unilateral right to amend, suspend, or terminate the Customer Credit Program at any time effective upon written notice to the Customer. Customer may withdraw from this Program upon sixty (60) days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in another Program.

BRAND PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S BRAND PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Brand Program. Accordingly, Avfuel hereby licenses Customer as a dealer ("Branded Dealer") to use Avfuel's Brand Names and Trademarks subject to the provisions set forth herein. All trade names, trademarks, service marks, logos and other commercial symbols that Avfuel either owns or has the right to sub-license (the "Intellectual Property") shall be and remain the property of Avfuel. Further all signs, decals, graphic materials and other tangible property supplied by Avfuel which bear or are imprinted with any of the Intellectual Property or are used to imprint or display the same (the "Branded Property") and all replacements thereof shall be and remain the property of Avfuel. Any use of the Intellectual Property or the Branded Property by the Customer otherwise than as expressly authorized by this Agreement is hereby expressly prohibited. Upon termination of Customer's participation in the Brand Program Customer shall, at its expense, de-install and return to Avfuel all salvageable signage and return or destroy all other items that identify Customer as a branded Avfuel dealer.

2. Avfuel agrees to supply to Customer, for Customer's use and possession during the term of this Agreement such signs, decals, credit card imprinters and other graphic materials as Avfuel deems necessary in order to identify Customer as an Avfuel Branded Dealer. Unless otherwise agreed in writing, Avfuel will bear all costs of such materials. Customer agrees to honor all Avfuel charge cards, subject to the provisions of the Credit and Charge Card Acceptance Program set forth below, during Customer's participation in Avfuel's Brand Program.

3. Customer shall be responsible for obtaining all necessary permits and for installation of all Branded Property including (without limitation) all electrical and other connections, and shall make sure that all installations shall comply with all brand specifications and with all applicable state and local codes, ordinances and governmental regulations (if any). Unless otherwise agreed in writing, the Customer will bear all costs of installation. No signage shall be installed so as to become a fixture upon real property. The use of color schemes and Intellectual Property painted on facilities and equipment owned by Customer or others and used in the conduct of Customer's business, shall comply with particular and displayed specifications. Customer shall be responsible for maintenance and upkeep of Branded Property and Paint-ons, and agrees to keep and maintain the same at all times in a good, clean, safe, operative and first class condition, neatly painted and displayed. If any of such installation or maintenance is performed by Avfuel, Customer agrees to remit upon demand all costs thereof, including (without limitation) all expenditures for labor, materials and the like. If any Branded Property is damaged, lost or destroyed while in Customer's use, possession or control, or if Customer shall deliver any of such property to anyone not herein expressly authorized to use or possess it, Customer agrees to repair, recover or replace such property forthwith, at Customer's expense.

4. Customer shall keep all Branded Property insured at all times against loss, theft, fire or physical damage, up to the full replacement cost thereof, designating Avfuel as the loss payee. The Customer shall pay when due all personal property taxes and assessments assessed against the Branded Property and shall neither suffer nor permit any lien or encumbrance or any attachment against any of such Branded Property.

5. Customer agrees that it will not use or display any Branded Property or Intellectual Property: (1) in a manner which causes or is calculated to cause confusion among patrons of Customer or the general public as to the type, characteristics, quality, manufacture or sponsorship of any fuel or other product

which Customer offers for sale; (2) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Avfuel; or (3) for the purpose of selling or offering for sale any product which has been diluted or adulterated, whether intentionally or not. Customer further agrees that it will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Avfuel and applicable to aviation fixed base operators displaying any of the Intellectual Property. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Avfuel may, but shall be under no obligation to conduct periodic tests and inspections as it may deem appropriate to evaluate compliance with this Agreement. Copies of all test and inspection reports shall be given to Customer. It is expressly understood that the purpose of any such tests or inspections is to assist Customer in complying with the standards set for a Branded Dealer. By performing such tests or inspections Avfuel assumes no responsibility for Customer's failure to comply with the Standards or for safety hazards, latent or patent, created or maintained by Customer. If Avfuel determines, in its sole discretion, that Customer is or has violated this provision, then Avfuel may suspend or terminate Customer's right to use Avfuel's Brands and or Trademarks.

6. Avfuel has invited the Customer to participate as a Branded Dealer on the expectation and condition that (a) the Customer's deliveries of aviation fuel at the Delivery Addresses will be limited to deliveries to end users pursuant to direct sales by the Customer to those end users and deliveries to purchasers listed as Contract Fuel Customers (a "CFC") to facilitate direct sales by Avfuel to those CFCs pursuant to Avfuel's Contract Fuel Program (the "CFD Program"), (b) the Customer will make deliveries of aviation fuel at the Delivery Addresses to purchasers listed as CFCs only pursuant to the CFD Program and will not make direct sales to those CFCs and (c) except for sales pursuant to the CFD Program to purchasers listed as CFCs for brokered resale by those CFCs to end users, the Customer will not make any deliveries of aviation fuel at the Delivery Addresses pursuant to brokered sales (i.e. sales to end users in which a third party receives a brokerage margin or commission or other fee from the Customer or the end user or sales to third parties who resell the fuel to end users). The Customer acknowledges that these conditions are necessary to preserve Avfuel's continuing investment in developing and maintaining Avfuel's Brand Program and that Customer's failure to comply with these conditions will result in Avfuel's exercise of the right pursuant to Section 7 to discontinue the Customer's participation as a Branded Dealer.

7. Avfuel reserves the unilateral right to amend, suspend, or terminate the Brand Program at any time effective upon written notice to the Customer. Customer may withdraw from this Program upon sixty (60) days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in another Program.

AVTRIP PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S AVTRIP PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's AVTRIP Program a marketing incentive program intended to reward pilots who choose to purchase fuel and services from participating Avfuel dealers.

2. Customer will:

2.1. Use its best efforts to enroll pilots in the AVTRIP Program;

2.2. Award all participating pilots two AVTRIP Points for each U.S. gallon of fuel purchased from Customer and, at Customer's discretion, a minimum of one point for each U.S. dollar, or part thereof, spent by a participating pilot for parts and services at Customer's facilities;

2.3. Pay to Avfuel, by deduction from amounts due to Customer or in cash if no amounts are due Customer, $.01 for each AVTRIP point awarded;

2.4. Maintain complete records of all points earned by participating pilots;

2.5. Train its personnel in the operation of the AVTRIP Program, and prominently post written materials relating to AVTRIP in and around its facilities in order to encourage pilot participation in the program; and

2.6. Promptly send all enrollments to Avfuel so that the enrollee can be added to the list of AVTRIP participants. Not less frequently than every two weeks, Customer will send Avfuel copies of all records pertaining to points earned by pilots that have not been previously reported via POS transmission, and remit to Avfuel all sums due hereunder.

3. Avfuel will:

3.1. Act as the administrator of the AVTRIP Program; and

3.2. Include the AVTRIP Program in its local, national and international marketing and advertising efforts as it deems appropriate to encourage pilot participation in the AVTRIP Program.

4. The price charged to any pilot for fuel, parts or service shall not be based on whether a pilot participates in the AVTRIP Program.

5. Avfuel reserves the unilateral right to amend, suspend, or terminate the AVTRIP Program at any time effective upon written notice to the Customer. Avfuel also reserves the right to terminate any individual's participation at any time for misuse of the AVTRIP card, violation of the rules of the program, or inactivity for a period of twelve (12) consecutive months. Customer may withdraw from this Program upon ninety (90) days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other program.

CREDIT AND CHARGE CARD ACCEPTANCE PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CREDIT AND CHARGE CARD ACCEPTANCE PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Credit and Charge Card Acceptance Program (the "Charge Card Acceptance Program") Accordingly, Customer may honor any valid credit or charge card listed as accepted in the most current Acceptable Card List ("ACL") issued by Avfuel and published in its website at Avfuel.com (the "Accepted Cards") for the purchase by the party to which that card is issued (the "Cardholder") of products and services if the purchase has been specifically approved by Avfuel.

2. Customer shall prepare a voucher for each transaction (a "Card Transaction") with an Accepted Card (a "Voucher") and shall promptly submit that Voucher to Avfuel. The term "Voucher" means an electronically prepared credit card slip or other written record of a credit sale in form acceptable to Avfuel that has been fully completed by Customer and for which Customer is retaining a copy signed a person authorized to use that Accepted Card (an "Authorized User"). Each Voucher must be submitted electronically by means of an approved point of sale machine or point of sale software system (a "POS Device") in accordance with the instructions contained in the then current edition of Avfuel's Manual that can be viewed or downloaded at Avfuel's website at Avfuel.com. In all Card Transactions, the Customer is responsible for making sure that the card presented is an Accepted Card and is not expired and that the person signing the Voucher is an Authorized User. In Card Transactions where the Voucher is first prepared manually, the Customer is also responsible to make sure that the Voucher is complete and legible. If imprinted and hand written amounts on a Voucher do not agree the lesser amount shall be presumed to be correct. The Customer shall make a manual imprint of all cards electronically processed but requiring that the card number be entered manually, in order to prove that the card was present at the time of sale. "Promptly" means batches of Vouchers should be submitted (settled) at least once per day and by 11:00 PM Central Time but in no case any less frequently than once every 72 hours. Customer must keep copies of signed Vouchers and summaries for a period of seven (7) years and supply Avfuel with duplicates if requested. Manual Card Transactions are for pre-arranged emergency processing only and are not accepted under most circumstances. Higher discount rates apply for manual Card Transactions and electronic Card Transactions not settled and received daily by 11 pm Central Time.

3. Upon receipt from the Customer of a properly prepared and processed Vouchers together with any necessary summaries thereof on forms prescribed by Avfuel at its website at Avfuel.com, Avfuel shall, on its normal schedule, remit to Customer or, as Avfuel may elect, credit Customer's fuel purchase account with Avfuel, in an amount equal to the total face amount of all such Vouchers less such discounts as applicable according to Avfuel's then current Accounts Receivable Discounts Schedule ("ARDS") issued to Customer by Avfuel and subject to adjustments and chargebacks as provided in Section 7 below and less any fees for AVTRIP point awards. In addition to any lien rights which Avfuel might otherwise possess as a result of services provided to the Cardholder, upon Customer's receipt of the payment or credit from Avfuel for the Vouchers

generated from the Customer's sales to that Cardholder, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any property owned by the Cardholder arising from the Card Transaction(s) for which those Vouchers were issued. Avfuel's ARDS is subject to change upon five (5) days prior written Notice.

4. Customer acknowledges merchant processing instructions and rules and regulations established by the issuers of the Accepted Cards (the "Issuers") in the Issuers' websites that are included in or referenced in Avfuel's website at Avfuel.com and agrees to abide by these instructions, rules and regulations, as updated from time to time by the Issuers. Furthermore Customer agrees to comply with all Data Security Standards and Data Security Policies of the Issuers (the "PCI/DSOP Requirements") and certifies to Avfuel that it is and will continue to be compliant with those PCI/DSOP Requirements. Customer shall defend, indemnify and hold harmless Avfuel and its credit card processor from any claims based on Customer's non-compliance with Customer's commitments in this Section including but not limited to penalties, fines, and any costs incurred in responding to any action alleging such non-compliance. Customer understands that failure to be fully compliant with the PCI/DSOP Requirements may result in loss of right to process Card Transaction under the Charge Card Acceptance Program.

5. Customer acknowledges receipt of, and agrees to observe, Avfuel's current instructions for recording and processing Card Transactions that are included in Avfuel's website at Avfuel.com. Avfuel reserves the right to amend any and all instructions in its website and to add new instructions to its website from time to time, and Customer agrees to be bound by all such amendments and new instructions. Avfuel also reserves the right to issue new or revised forms, POS Machines, software and imprinters from time to time, and to issue instructions regarding their use to be effective upon five (5) days prior written Notice.

6. Customer shall be solely liable and responsible for charging and subsequent remittance of all taxes to the proper authorities for all Card Transaction regardless of whether charged to purchaser. Avfuel does not assume any responsibility for the setup, tax rate, reporting or payment of any tax applicable to sales or other transactions resulting in credit card accounts receivable and Customer shall defend, indemnify and hold harmless Avfuel from any such claims. CUSTOMER IS SOLELY RESPONSIBLE FOR KNOWING THE TAXES THAT MUST BE CHARGED FOR EACH CARD TRANSACTION AND FOR PROPER SETUP FOR TAXES IN ANY ELECTRONIC SYSTEM AND THE MAINTENANCE OF THAT ELECTRONIC SYSTEM.

7. Without limiting the generality of other provisions of this Agreement or in Avfuel's website at Avfuel.com pertaining to charge backs, it is specifically understood and agreed that Avfuel may decline to accept or, if accepted, may subsequently charge back to Customer any Voucher:

7.1. Where any of the required information is omitted or illegible;

7.2. That is imprinted or processed with an expired credit card;

7.3. Covering a purchase not authorized by the Cardholder or involving fraud or any misuse of a credit card by the purchaser with or without Customer's knowledge;

7.4. Covering a transaction that has not been authorized by Avfuel or does not carry a valid authorization code;

7.5. Covering a transaction or series of related transactions (constituting in the reasonable opinion of Avfuel a single sale transaction) the aggregate face amount of that exceeds any of the single sale limitations to which the parties hereto may agree;

7.6. That becomes the subject of a dispute between Customer and Cardholder, including but not limited to cases where the Customer did not conspicuously post at its facility and print on a work order signed by the Cardholder the Customer's return policy for goods and services.

7.7. Where the Authorized User has not received a copy of the Voucher;

7.8. For which Customer has received or will receive any payment or reimbursement from any person other than Avfuel;

7.9. Where Customer has granted any right of ownership or security interest to any person other than Avfuel unless the invoice is accompanied by a written waiver of such interest;

7.10. Presented by Customer to Avfuel more than ten (10) days after the transaction date;

7.11. If the Card Transaction occurred or was settled after the date of expiration or termination of this Agreement;

7.12. Created by any person other than Customer, or in any transaction other than a Card Transaction in which Customer has sold merchandise or services to a purchaser presenting an Accepted Card for use in payment for that Card Transaction;

7.13. That are charged back to Avfuel by an Issuer for any reason at all; or

7.14 That in any other manner does not conform to this Agreement or with Avfuel's or Issuer's instructions for recording and processing Card Transactions in its website at Avfuel.com.

8. In the event that a charge back exceeds the credit balance in Customer's fuel purchase account then carried by Avfuel, Customer agrees to pay such excess within three (3) days after notice that such excess is due. Upon reimbursement, title to the Voucher(s) that include such excess and the indebtedness represented thereby (to the extent of such excess) shall pass to Customer. If any funds come into Avfuel's possession for any voucher that has previously been charged back to Customer, Avfuel will promptly credit the full amount thereof to Customer's account. Avfuel's charge back rights and rights of recourse against Customer shall survive the termination of this Agreement.

9. Cash advances may not be charged on any Accepted Card and charges for fuel in Vouchers shall only include charges for fuels from stocks delivered by and purchased from Avfuel.

10. From time to time, Avfuel will send Customer a Credit Card Remittance Summary for Customer's information showing in such detail as Avfuel may deem appropriate the Card Transactions and amounts that have been credited to Customer's account or paid to Customer during the period since the last report. The failure of Avfuel to furnish a Summary shall not relieve Customer of any obligations under the Charge Card Acceptance Program. Customer agrees to review all such Summaries promptly after receipt. In any event, Customer shall be solely responsible for making sure that it has received proper payment for each Card Transaction submitted. Customer shall have forty-five (45) days from the date of a Card Transaction to provide Avfuel Notice that the Card Transaction has not been properly accounted for or that payment has not been received. If no such Notice is given, such Card Transaction shall be conclusively presumed to have been settled and closed.

11. Avfuel reserves the unilateral right to amend, suspend, or terminate Charge Card Acceptance Program at any time effective upon written notice to the Customer. Customer may withdraw from the Charge Card Acceptance Program upon 60 days Notice to Avfuel. Termination of Customer's participation in the Charge Card Acceptance Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

12. This Charge Card Acceptance Program is further governed by the Avfuel Corporation AFSA General Terms and Conditions, latest edition, as updated from time to time and published at Avfuel.com. In the case of conflicts, the terms of this Charge Card Acceptance Program shall prevail.

CONTRACT FUEL DEALER PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CONTRACT FUEL DEALER PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Contract Fuel Dealer Program (the "CFD Program"). Accordingly, Customer agrees to sell and deliver to clients who participate in Avfuel's Contract Fuel Program (the "CFCs" or a CFC" as the context may require) aviation fuel supplied by Avfuel and other products and services supplied by the Customer. A CFC is a person or entity that has executed a Contract Fuel User's Agreement with Avfuel or that is specifically authorized in writing, in accordance with authorization procedures established from time to time by Avfuel, and is included in a listing of purchasers eligible to purchase aviation fuel and other products and services under the CFD Program. The Customer will secure authorization from Avfuel before completing a sale to a CFC and the failure to obtain such authorization may result in Avfuel's dishonor of the invoice for that sale.

2. Subject to agreement between Customer and Avfuel, Products supplied hereunder shall be supplied from either Avfuel inventory on site or from Customer inventory. If, as a convenience to Customer, Avfuel maintains inventory at Customer's facility then Customer agrees to the following: (a) if Avfuel's inventory is held separately in a segregated storage facility, Customer will withdraw fuel from that facility only to supply authorized CFCs and (b) if Avfuel's inventory is comingled with the inventory of the Customer (and, if applicable, third parties) in unsegregated facilities, Customer will not use or permit others to use Avfuel's inventory to supply parties other than authorized CFCs and to that end Customer shall not at any time make or permit withdrawals from that facility that would reduce the fuel in such facilities below the level of Avfuel's inventory (and, if applicable, the inventories of third parties). Customer shall measure Avfuel's inventory and reconcile that inventory on an ongoing basis. Reconciliation reports, in a form satisfactory to Avfuel, shall be delivered to Avfuel no later than the 5th day following the end of each month. If Avfuel's inventory is commingled in an unsegregated storage facility, gains and losses shall be allocated proportionally to the parties sharing the storage facility based on receipts of fuel during the month and losses shall be limited to no more than ¼% of total receipts for per annum. Book inventory shall be adjusted to coincide with actual inventory each month. Unless the Products are contaminated by an act or omission of Dealer, Avfuel will be liable if the Products do not conform to specifications. If the Products are supplied from the Customer's inventory, the Customer will be liable if the Products do not conform to specifications. Customer shall maintain Avfuel's inventory level in accordance with Avfuel's guidelines and shall specify when ordering fuel whether that fuel is for Customer's or Avfuel's inventory (which is subject to approval by Avfuel).

3. Under the CFD Program, all aviation fuel delivered by the Customer to a CFC will be deemed sold by Avfuel and will be at the prices and terms independently established between Avfuel and the CFC If Avfuel maintains an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied by the Customer to CFCs will be drawn from Avfuel's inventory. If Avfuel does not maintain an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied to a CFC is drawn from the Customer's inventory and Avfuel will account for that aviation fuel by issuing a credit to the Customer equal to the Customer's cost for that aviation fuel, including applicable taxes, based upon the Customer's cost for the last load of aviation fuel purchased from Avfuel prior to the date of supply to the CFC.

4. The charges for all aviation fuel supplied to the CFC will be payable solely to Avfuel. Avfuel will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Avfuel will invoice and collect those charges and taxes from the CFC. Avfuel, as the seller of all aviation fuel supplied to the CFC, will be the holder of and have the sole right to exercise all lien rights under applicable law on the aircraft into which that aviation fuel is supplied. In addition to any lien rights which Avfuel might possess as a result of services provided to a CFC, upon Customer's receipt of the credit from Avfuel for the vouchers generated from the Customer's deliveries of fuel to that CFC, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any equipment or other property owned by the CFC arising from such deliveries of fuel

5. In all sales of aviation fuel drawn from Avfuel's inventory, title to that aviation fuel will be retained by Avfuel until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass to the CFC. In all sales of aviation fuel drawn from Customer's inventory, title to that aviation fuel will be retained by the Customer until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass instantaneously first to Avfuel and then to the CFC. The risk of loss or contamination of aviation fuel will be borne at each point in time by the party who or which holds title to that aviation fuel at that point in time. If, while Avfuel holds title, any aviation fuel is lost or contaminated as a result of the acts or omissions of the Customer, then the Customer will be liable to Avfuel for that loss or contamination.

6. The into-wing services provided by the Customer in delivering the aviation fuel to the CFC and any other services or products other than aviation fuel to the CFC for which a fee is charged will be deemed sold by the Customer to the CFC. The Customer's fees for into-wing services will be at a charge equal to the lowest charge imposed by the Customer to any other purchaser of aviation fuel at the FBO, less the discount that would be applicable to that charge under Avfuel's Credit and Charge Card Acceptance Program (in that Avfuel will incur the discount in collecting that charge from the CFC). All other services and products will be supplied at the Customer's normally established rates. Such other products may include, without limitation, lubricants, spare parts, food and other amenities. Such other services may include, without limitation, hangar rents, tie-down services, catering services and similar services that expedite deliveries and facilitate arrangements for the CFC. No cash advances will be permitted as "other products or services". The Customer will supply all such other products or services as an independent contractor to the CFC and not as an agent or a subcontractor of Avfuel.

7. All other products and services that are supplied by Customer to CFCs will be provided in accordance with procedures and quality standards that are commercially reasonable and that comply with all legal requirements in the jurisdiction where the Customer's facilities are located. Customer will be solely liable if such other products and services do not conform to such standards, procedures or requirements.

8. The charges for all other products and services supplied by the Customer to the CFC will be payable solely to the Customer. The Customer will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Customer may directly invoice and collect such charges from the CFC. Alternatively, at the Customer's option, Customer may assign to Avfuel for collection the account receivable from the CFC for other products and services supplied by the Customer (a "CFC Receivable"). If the Customer assigns a CFC Receivable to Avfuel, then Avfuel will issue a credit to the Customer's account for the amount of that CFC Receivable and Avfuel will thereafter invoice, collect and retain those charges from the CFC.

9. Any fees for any services supplied by the Customer in the delivery of aviation fuel to a CFC, including, without limitation any flowage fees or into-wing fees, will be earned by the Customer only after it has completed delivery of the entire load of aviation fuel into the aircraft of the CFC and title to that aviation fuel has passed to the CFC. Initial into-wing fees are established in the Special Terms and Conditions and, subject to the "most favored customer" provision in Paragraph 6, Customer may change those fees upon seven (7) days written Notice to Avfuel.

10. Customer will generate a written record (a "Ticket") of all aviation fuel supplied to a CFC at the Customer's facility. Each Ticket will include the following information: the CFC's name; the authorization number; pilot's name; aircraft registration number; flight or ID number provided by the CFC if applicable, transaction date(s); and type and quantity of fuel products provided, as measured in U.S. gallons. In addition, if the Customer assigns to Avfuel the CFC Receivable for other products and services supplied by the Customer to the CFC, the Customer will include in the Ticket the type and quantity of such other products or services and the charges payable by the CFC for such other products or services. Any charges for such other products or services must be separately stated and clearly identified as fees charged by the Customer that are separate from and independent of the amounts charged by Avfuel for aviation fuel. The pilot or other responsible representative of the CFC shall sign and be given a copy of the completed Ticket.

11. The Ticket (or all information required to be shown on the Ticket) for each sale to a CFC shall be delivered to Avfuel by POS Transmission or facsimile within twenty-four (24) hours following the completion of that sale. The original Tickets shall be kept on file by Customer for a period of five (5) years from the invoice date and will be sent to Avfuel upon request. Avfuel will from time to time provide Customer with instructions for processing these transactions and may provide the forms for doing so. Avfuel reserves the right to change these procedures upon seven (7) days written Notice to Customer.

12. The total amount due with respect to each Ticket shall be paid or credited to Customer's by Avfuel within ten (10) days following Avfuel's receipt of the Ticket.

13. Except as provided herein, all Tickets will be accepted by Avfuel without recourse. The exceptions are: a) Customer warrants the validity of all charges, and any charge that is disputed by the CFC, correctly or incorrectly, on grounds that the charge is invalid or inaccurate or that the aviation fuel, products or services supplied were unsatisfactory may be charged back to Customer at Avfuel's option; b) charges not previously authorized by Avfuel may be charged back to Customer at Avfuel's option; and c) any Ticket that is incomplete, illegible, or is otherwise not prepared in accordance with Avfuel's processing instructions may be charged back to Customer at Avfuel's option.

14. Avfuel has invited the Customer to participate as a CFD in the CFD Program on the expectation and condition that (a) the Customer's deliveries of aviation fuel at the Delivery Addresses will be limited to deliveries to end users of that fuel pursuant to direct sales by the Customer to those end users and deliveries to purchasers listed as CFCs to facilitate direct sales by Avfuel to those CFCs

pursuant to the CFD Program, (b) the Customer will make deliveries of aviation fuel at the Delivery Addresses to purchasers listed as CFCs only pursuant to the CFD Program and will not make direct sales to those CFCs and (c) except for sales pursuant to the CFD Program to purchasers listed as CFCs for brokered resale by those CFCs to end users, the Customer will not make any deliveries of aviation fuel at the Delivery Addresses pursuant to brokered sales (i.e. sales to end users in which a third party receives a brokerage margin or commission or other fee from the Customer or the end user or sales to third parties who resell the fuel to end users). The Customer acknowledges that these conditions are necessary to preserve Avfuel's continuing investment in developing and maintaining the network of participating fixed base operators and participating end users for the CFD Program and that Customer's failure to comply with these conditions will result in Avfuel's exercise of the right pursuant to Section 15 to discontinue the Customer's participation in the CFD Program.

15. Avfuel reserves the unilateral right to amend, suspend, or terminate the CFD Program at any time effective upon written notice to the Customer. Customer may withdraw from the CFD Program at any time upon 60 days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

AVSURANCE PRIMARY COMMERCIAL INSURANCE PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN THE AVSURANCE PRIMARY COMMERCIAL INSURANCE PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited to, and has elected to, participate in the Avsurance Primary Commercial Insurance Program.

2. Customer agrees to file an application and request for a quote for all insurance policies related to its aviation business. All price quotes from Avsurance contain Avsurance proprietary information, are confidential, and may not be disclosed to any person other than employees and agents of Customer with a bona fide need to have such information and that have signed a non-disclosure agreement that is satisfactory to Avsurance.

3. Customer may accept or reject any quote for an individual policy, and the acceptance of any specific quote shall not be conditioned on the acceptance of any other quote.

4. Upon Customer's acceptance, Avsurance will bind the coverage and have the policy issued in due course.

5. Avfuel reserves the unilateral right to amend, suspend, or terminate the Program at any time effective upon written notice to the Customer. Termination of this Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

EQUIPMENT LEASE PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S EQUIPMENT LEASING PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has elected to participate in Avfuel's Equipment Lease Program. Accordingly, Avfuel, either for its own account or through one of its subsidiaries, agrees to deliver and lease the equipment identified in the Special Terms and Conditions (the "Equipment") at the lease rates shown in the Special Terms and Conditions to Customer for its sole use. All additional equipment or replacement equipment delivered to Customer but not listed in the Special Terms and Conditions shall also constitute Equipment subject to the provisions of this section. For example, Customer may lease POS equipment from Avfuel at the then current lease price. Customer hereby agrees to pay Avfuel in advance the monthly lease payments prorated for any partial month. Avfuel may increase the rent during the term of the Lease upon 30 days written Notice. Customer shall be permitted to notify Avfuel within the first 15 days of that Notice period of its intention to terminate the lease effective on the date that the increase goes into effect. If Avfuel rescinds the rate increase, the lease shall continue in effect at the then current rates. If it does not rescind the increase, the lease shall expire on the date the increase goes into effect. Unless otherwise agreed, the term of the lease of each item of Equipment (a "Lease") shall correspond to the term of this Agreement.

2. Customer shall inspect the Equipment and shall make a written note as to any defects that are observed. A copy of all such notes shall be faxed to Avfuel within forty eight (48) hours of delivery. Upon termination of a Lease, Customer shall return the Equipment, freight prepaid to Avfuel's place of business in Ann Arbor, Michigan in as good condition as when Customer received it, normal wear and tear accepted. Failure to return the Equipment shall be deemed a breach of this Agreement and Customer will be billed for necessary repairs and the replacement of missing equipment.

3. Avfuel warrants that it has all necessary rights to lease said Equipment to Customer. Further, the parties agree that as between themselves, Avfuel has title to the Equipment and Customer shall keep the Equipment free of liens and shall not do or permit anything to be done that will prejudice the title of Avfuel, or it's rights in the Equipment. Each item of Equipment shall bear a legend denoting it as the property of Avfuel and Customer shall not remove or deface that legend under any circumstances. Customer also agrees and understands that Avfuel may file such evidence of its ownership of the equipment as may be necessary in the state where the equipment is located.
AVFUEL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING DEFECTS IN MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, OR WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT THAT APPEARS IN THE SPECIAL TERMS AND CONDITIONS.

4. Any of the Equipment that is used to store or transport Products shall be used solely for storing or transporting Products supplied to Customer under this Agreement. The Equipment shall not be moved from the facility to which it was delivered nor operated on any public road without the prior written consent of Avfuel. Customer will comply with all laws, ordinances and regulations applicable to the possession, operation or use of the Equipment and will demonstrate compliance upon request.

5. The maintenance obligations with regard to the Equipment are as follows.

5.1. Except as set forth in Section 5.2 below, Customer will maintain the Equipment in as good a condition as it was on the day of delivery, normal wear and tear excepted. Customer shall, at its sole expense, provide all preventative maintenance (including but not limited to lubrication, oil and filter changes, etc.), repairs, and replacement parts as are necessary to preserve the Equipment in good operating condition and in compliance and in conformity with all laws, rules, regulation, and industry standards which are applicable to the operation of the Equipment. Customer shall also be responsible for all meter calibration and certification (meters are not calibrated or certified when delivered) and all tire maintenance, repair, and replacement. **CHANGING A TIRE ON A REFUELER TRUCK IS VERY DANGEROUS AND MUST NOT BE ATTEMPTED BY UNTRAINED PERSONNEL. CUSTOMER AGREES THAT IT WILL PERMIT TIRES TO BE CHANGED ONLY BY AN OUTSIDE CONTRACTOR WHO IS PROFESSIONALLY TRAINED TO DO SUCH WORK.** Customer shall keep complete and accurate maintenance records and Avfuel is entitled to inspect the Equipment and the maintenance records at any time during regular business hours. At Avfuel's option, any item of repair or maintenance that would be the responsibility of Customer may be performed by Avfuel and billed back to Customer as additional rent. Customer shall not make any alterations or modifications to the Equipment of any kind including but not limited to painting, mounting of radios or antennas, applying decals or lettering without the prior express written consent of Avfuel.

5.2 Avfuel shall be responsible for the following refueler truck repairs when, in its opinion, repair is necessary: overhauls or replacement of the engine, transmission, differential, or belly valve. Avfuel shall be permitted access to the Equipment at any reasonable time in order to perform the repairs and modifications, which are its obligation hereunder. Repairs and maintenance to be performed by Avfuel shall be completed within a reasonable time after it learns of the need for such repairs. Avfuel assumes no responsibility for loss of use or any other items of ancillary damage, which may be caused by, or result to Customer by reason of the fact that the Equipment becomes inoperable. If any such repair or maintenance is required as the result of intentional conduct, negligence, or failure to perform repair or maintenance on the part of Customer or any of Customer's agents or employees, Customer shall be liable for all costs associated with performing such repairs and/or maintenance.

6. Customer shall be responsible for all Federal, State, and Local taxes, fees, etc. that are assessed on the use or value of the Leased Equipment, including but not limited to, personal property, sales, and use taxes.

7. Customer shall secure insurance against any damage to or loss of the Equipment with coverage equal to the actual cash value of the Equipment and with the limitation of that coverage not less than the amount specified for that Equipment in the Special Terms and Conditions, Insurance policies shall be issued by insurance companies acceptable to Avfuel (which acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary as loss payee,

and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Customer shall maintain such policies in full force and effect for the equipment for so long as Customer continues to lease that Equipment.

8. CUSTOMER AGREES TO INDEMNIFY AND HOLD AVFUEL AND/OR THE OWNER OF THE EQUIPMENT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, EXPENSES (INCLUDING ATTORNEY'S FEES), OBLIGATIONS AND CAUSES OF ACTION FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, OR FOR DAMAGE TO OR DESTRUCTION OF ANY OR ALL PROPERTY ARISING OUT OF OR RESULTING FROM THE CONDITION, EXISTENCE, USE OR MAINTENANCE OF THE EQUIPMENT.

9. Avfuel reserves the unilateral right to amend, suspend, or terminate the Equipment Lease Program at any time effective upon written notice to the Customer. Termination of this Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Megan Dale (MD)	Park Planning / Urban Forestry	Parks and Recreation
Submitted By	**Division**	**Department**

Action Required:

Staff recommends approving a resolution to accept a community tree planting non-matching grant from Keep America Beautiful / UPS Foundation in the amount of $5,000.

$0.00	$0.00	N/A
Cost of this request	Category / Project Budget	Program Category / Project Name
N/A	$0	N/A
Account Number	Funds Used to Date	Program / Project Category Name
02014.6 ~~N/A~~	$ -	N/A
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Connie Edmonston — Department Director — 5-3-13 Date

Jon B Kelley — City Attorney — 5-3-13 Date

Paul A. Becker — Finance and Internal Services Director — 5-6-2013 Date

Jim Marr — Chief of Staff — 5-7-13 Date

Lioneld Jordan — Mayor — 5/7/13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 05-03-13 P03:26 RCVD

Received in Mayor's Office ENTERED 5/3/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan, City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Alison Jumper, Park Planning Superintendent

From: Megan Dale, Urban Forester

Date: May 3, 2013

Subject: Keep America Beautiful / UPS Foundation Community Tree Planting Grant Acceptance Approval

PROPOSAL:
An announcement from Keep America Beautiful (KAB) and the UPS Foundation advertised for proposals for a non-matching grant to support community tree planting projects in KAB affiliate communities. The program called for projects that would address one or more of the following: reducing levels of carbon dioxide and greenhouse gas emissions through strategic plantings; emphasizing the importance of native trees; or planting fruit trees to produce fruit for local consumption particularly in underserved areas. Eligible recipients are certified affiliates of the Keep America Beautiful program.

Eligible projects include planting fruit trees to produce fruit for local consumption particularly in underserved areas. Arkansas ranks first in the nation in percentage of food insecure households, and 37% of Washington County children are food insecure, according to Feed Fayetteville. Strongly supporting both UPS' and the City of Fayetteville's leadership in environmental sustainability, this grant would fund an urban community orchard on City park property at the Yvonne Richardson Community Center that would empower an underserved area to grow and harvest fresh, local produce (see attached Site Map). Partnering with the existing Kid Crops program at the Yvonne Richardson Community Center would give the orchard a firm foundation while supporting youth in their skill-building and growth throughout the community.

The City of Fayetteville has been awarded the $5,000 grant. If approved, tree planting is anticipated to begin and be completed between November 2013 and April 2014.

RECOMMENDATION:
Staff recommends approving a resolution to accept a community tree planting non-matching grant from Keep America Beautiful / UPS Foundation in the amount of $5,000.

BUDGET IMPACT:
This non-matching grant would come at no cost to the City. The grant would provide $5,000 for a community tree planting project, which would include installation and three (3) years of maintenance.

Attachments:
Proof of Award from Keep America Beautiful
Grant Application
Site Map

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A COMMUNITY TREE PLANTING NON-MATCHING GRANT FROM KEEP AMERICA BEAUTIFUL AND THE UPS FOUNDATION IN THE AMOUNT OF $5,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a community tree planting non-matching grant from Keep America Beautiful and the UPS Foundation in the amount of $5,000.00.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Parks & Recreation Department: Parks & Recreation	Request Date	Adjustment Number
2013		5/6/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

YRCC Garden area - To receive/recognize grant funds of $5,000 from Keep America Beautiful/UPS to be used to establish a community fruit & nut tree orchard (12 trees).

Division Head	5-6-13 Date	Prepared By:	Alan E. Bearden, Jr.
Budget Director	5-6-13 Date	Reference:	
Department Director	5-6-13 Date	Budget & Research Use Only	
Finance Director	5-6-2013 Date	Type: A B C D E P	
Chief of Staff	5-7-13 Date	General Ledger Date	
Mayor	5/8/13 Date	Posted to General Ledger	Initial Date
		Checked / Verified	Initial Date

TOTAL BUDGET ADJUSTMENT 5,000 5,000

Account Name	Account Number		Increase / (Decrease) Expense	Revenue	Project.Sub Number
Commercial grants	2250.0925.4305.00	RE		5,000	02014 . 6
Landscape materials	2250.9255.5220.00	EX	1,650		02014 . 6
Signs	2250.9255.5212.00	EX	290		02014 . 6
Contract services	2250.9255.5315.00	EX	3,060		02014 . 6

KEEP AMERICA BEAUTIFUL

DONATE NOW!

GRANT RECIPIENTS:

2013 KAB/UPS Community Tree Planting Grant Recipients:

Thank you for applying! We received close to 100 submissions for the 2013 Keep America Beautiful/UPS Community Tree Planting Grants. These were truly all high quality applications. The checks will be mailed out to recipients by May 15 and more information to follow once press release is approved by UPS.

Affiliate Name	State	Amount
Keep Albertville Beautiful	AL	$5,000
Keep Fayetteville Beautiful	AR	$5,000
Keep Ozark Beautiful	AR	$5,000
Keep Phoenix Beautiful	AZ	$5,000
Keep Bakersfield Beautiful	CA	$5,000
Keep Oakland Beautiful	CA	$5,000
Keep Thornton Beautiful	CO	$5,000
Keep Lee County Beautiful, Inc.	FL	$5,000
Keep Athens-Clarke County Beautiful	GA	$5,000
Keep Atlanta Beautiful	GA	$5,000
Keep Georgia Beautiful Foundation	GA	$5,000
Keep Vermilion County Beautiful	IL	$5,000
Keep Terre Haute Beautiful	IN	$5,000

KEEP AMERICA BEAUTIFUL / UPS COMMUNITY TREE PLANTING GRANT

Introduction
The State of Arkansas and Washington County rank high among food insecure households. Funding from this 2013 UPS/Keep America Beautiful Community Tree Planting Grant would establish an urban community orchard in the City of Fayetteville, Washington County that would empower an underserved area through self sustenance, and inspire children and families to grow and learn through this local resource.

Community involvement and stewardship at the orchard would be initiated by example through a gardening and nutrition program called Kid Crops. Founded in 2008, Kid Crops is a youth program teaching basic gardening skills, cooking, nutrition, teamwork, environmental sustainability, and community involvement to children of varying backgrounds and resources. Youth build enthusiasm for gardening and nutrition as they gain knowledge and skills through the program. Held weekly throughout the seven (7) month growing season, Kid Crops occurs at an outdoor garden on City property at the Yvonne Richardson Community Center.

By planting the trees at the Yvonne Richardson Community Center, the orchard would begin on a firm foundation for success. Professionals would perform primary tree care, while Kid Crops would incorporate some maintenance into the program. As many of the youth participants are from families within surrounding neighborhoods, the children and promotional signage would help catalyze neighborhood participation in a long term connection with the orchard.

1) Provide overview of the community need that the tree grant funds will be used to address. How will the project address specific community needs?
According to the USDA and FeedingAmerica.org, 19.2% of households in Arkansas are food insecure. Tied with Mississippi, Arkansas ranks first in the nation among this data, which means that nearly 1 in 5 Arkansas households do not have ensured access to essential nutrition.

Within Arkansas, Washington County has more than 29,000 food insecure households, the second highest number of any county in the state. According to non-profit Feed Fayetteville, food insecurity directly affects 37% of children in Washington County. Among many related consequences of inadequate nutrition, the National Education Association notes childhood hunger's negative effects on both academic performance and school behavior. Funding from this grant would address this community need by uniting and empowering an underserved population in Fayetteville to collectively grow, harvest, and sustain essential fresh food through an urban community orchard.

2) What are the specific goals and objectives of this tree planting project/program?
Bulleted objectives below support three (3) specific goals of the tree planting project.
Goal 1: ***Provide*** a start-up community orchard in an underserved urban area.

- Apply for and secure funding through UPS/KAB's Community Tree Planting Grant.
- Connect with essential partners, including community members of surrounding neighborhoods and the Kid Crops program at the Yvonne Richardson Community Center.
- Establish trees on City owned property at Yvonne Richardson Community Center

Goal 2: ***Empower*** surrounding neighborhoods to grow, harvest, and sustain their own fresh produce at the urban community orchard.

- Allow youth programming through the Kid Crops and Yvonne Richardson Community Center to catalyze and help sustain a presence of families at the community orchard.
- Combine the sharing of skills, knowledge, and fresh fruit to build enthusiasm for and sustain stewardship at the community orchard.
    - Hold workshops and workdays that encourage recreation and interaction.
    - Hold community harvest days to share fresh fruit and entice new participants.
    - Encourage creative participants to design tree identification tags and a welcome sign at the orchard.
- Through participation, encourage community orchard participants to recognize the benefits of community gardening [communitygardens.org] including: the production of nutritious food, the encouragement of self-reliance, the stimulation of social interaction, the reduction of family food budgets, the reduction of crime, and the opportunity for recreation, exercise, therapy, and education.

Goal 3: ***Inspire*** children and youth to grow and network throughout the greater community.

- Encourage and facilitate connections with local resources to allow youth to job shadow for a day with a local program, non-profit, or business representative whose focus is local and healthy food. Resources with local locations include:
  - *National or regional programs*: National Farm to School Program, South Region; National Center for Appropriate Technology, Horticulture; Southern Sustainable Agriculture Working Group.
  - *Local programs and non-profits*: Feed Fayetteville; Tri Cycle Farms; Cobblestone Project; Appleseeds; Seeds that Feed; Dig In! Food and Farming Festival; Omni Center for Peace, Justice, and Ecology; and area farmers markets.
  - *Local businesses*: Ozark Natural Foods; Little Bread Company; Parks Purity Pie; Brick House Kitchen; Lean Green Gourmet; and Farm Box Delivers.

3) What's the anticipated community impact that will result from this funding?
This urban community orchard project would strongly support the UPS Foundation's renewed focus on environmental sustainability. Food miles, or the distance food travels from production to consumer, hold a substantial carbon footprint in the United States. A significant climate change factor, food miles are one of several reminders of the importance of learning and sustaining methods of producing local food.

Further, flowering trees such as apple, pear, and pecan would provide habitat for small wildlife and food for local pollinators. These trees would sequester and reduce levels of greenhouse gas emissions as well. This community orchard for sharing food and skills in Fayetteville would benefit the local community and environment, as well as the global ecosystem, atmosphere, and population.

4) Detail your project/program budget including a description of how tree grant funds will be spent.
Funding would be used to supply, install, and maintain fruit trees. Maintenance will include watering, prevention of pest and disease, pruning, fertilizing, and mulching through an initial three (3) year establishment period.

	Item	Qty	Unit	Unit Price	Total
I. Planting	Apple Tree 0.5" caliper supply and install	4	each	$55	$220
	Pear Tree 0.5" caliper supply and install	6	each	$55	$330
	Pecan Tree 0.5" caliper supply and install	2	each	$55	$110
II. Tree Supplies	Water bags, staking, pollinators, deer screen, organic kaolin	1	lump sum	$990	$990
III. Maintenance	3 x yrs labor: watering, disease resistance, pruning, staking	12	tree / yr	$85	$3,060
IV. Marketing	On-site Signage, traffic signage, and tree identification signs	1	lump sum	$290	$290
Total					**$5,000**

5) Provide your plan for UPS employee engagement.
Representatives of the UPS Foundation and Keep America Beautiful would be recognized at a ribbon cutting ceremony at the project site. Further, these representatives would be encouraged to attend a session of the weekly Kid Crop program to experience how the grant project is serving the community through this existing youth program. Local media would be contacted to cover these events.

6) Provide your plan for reaching out to local media.
City Parks and Recreation Staff would reach out to local media for appropriate coverage of the community orchard project, including an explanation of UPS and Keep America Beautiful's support and contribution to the project. Press releases would be communicated through local websites, radio, and newspapers. Community members would be encouraged to become involved in the orchard through these media outlets, existing network list serves, and signage, both on-site and in the neighborhood.

Conclusion
Arkansas ranks first in the nation in percentage of food insecure households, and 37% of Washington County children are food insecure. Strongly supporting UPS' leadership in environmental sustainability, this grant would fund an urban community orchard in Fayetteville that would empower an underserved area to grow and harvest fresh, local produce. Partnering with the existing Kid Crops program would give the orchard a firm foundation while supporting youth in their skill-building and growth throughout the community. Thank you for this opportunity to apply for a community tree planting grant through UPS and Keep America Beautiful.

Yvonne Richardson Community Center

Added at Agenda Session 3-12-13

AGENDA REQUEST

FOR: COUNCIL MEETING OF ~~**APRIL 2, 2013**~~ March 19, 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 — Date: 3-12-13

City Attorney (as to form) — Date: 3-12-13

Left on Third Reading and Tabled to the 5/21/13 CC mtg at the 5/7/13 CC mtg.
Left on Third Reading and Tabled to the 5/7/13 CC mtg at the 4/16/13 CC mtg
Left on the Second Reading at the 4/2/13 CC mtg. + Sent to Ordinance Review Committee
Left on the First Reading at the 3/19/13 CC mtg.

Handed out at the 4-16-13 City Council meeting. 4:45 p.m.
amendment at the City Council meeting 4-16-13

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §114.02 **FARMERS' MARKET** TO AMEND THE USE OF PARKING SPACES ON THE SQUARE ON SATURDAYS, TO PERMIT SOUND AMPLIFICATION DURING FARMERS' MARKET WITH A SPECIAL EVENT PERMIT 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 repealing it in its entirety and enacting a replacement (A) as shown below:

> "(A) *Operation of the Farmers' Market on the Square.* The nonprofit Rural Mountain Producers Exchange is authorized to continue to operate the Farmers' Market on the Fayetteville Square in conformance with the following conditions. This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the Downtown Square. 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 governmental communications, free speech and acoustic music purposes. No sound amplification may be used unless approved by the City through its Special Event Permit Process.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby moves and renames Section 114.02 (B) to (C), moves and renames Subsection (C) to (D), moves and renames Subsection (D) to (E), and repeals Subsection (E) in its entirety.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby enacts a replacement subsection (B) as follows:

"(B) *Expanded Saturday use of the Square.*

(1) All streets closed. The exterior parking spaces for all streets around the Square: East, Center, Block and Mountain shall be available for vendors as assigned by the Rural Mountain Producers' Exchange management by closing all four streets to non-vendor vehicular traffic. Vendors using large commercial delivery vehicles, such as box trucks, shall either be located on the interior parking spaces around the Old Post Office Building or park their vehicles outside the designated market area to maintain storefront visibility. The Rural Mountain Producers Exchange management may leave Center Street or Block Avenue open to through traffic if there is an insufficient number of vendors to fill the north side parking spaces of Center Street or the west side of Block Avenue. The requirements of this subsection shall not apply to Center Street when it remains open to through traffic. No vendor parking is allowed on the west side of Block Avenue, except for food trucks which shall be limited to the southern most and northern most parking spaces.

(2) Pedestrian aisles. To facilitate the flow of pedestrians between storefronts and the streets, midblock pedestrian aisles of at least five feet in width shall be maintained on both sides of each closed street. On the west side of East Avenue, the Old Post Office access easement shall be such an aisle. On the south side of Mountain Street, the opening into the Town Center Plaza shall be used for the aisle.

(3) Exhibition spaces. A minimum of twenty eight (28) feet on either side of each closed street shall be set aside and managed by the Rural Mountain Producers Exchange management as exhibition space for nonprofit entities. The Exchange management shall make available an online form for the reservation of exhibition space on a first-come, first-served basis. No vehicles may be parked within exhibit spaces. Unclaimed exhibition space shall be managed by the Rural Mountain Producers Exchange management and may be used by store owners for sidewalk sales, as temporary seating or by market vendors.

(4) Prepared food vendors. Vendors serving prepared food for consumption at the Farmers' Market shall not be located directly in front of any restaurant storefront without the written permission of the restaurant owner.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends section 114.02 (C) *Articles permitted to be sold* by adding "and have all appropriate permits" to the last sentence.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (H) *Dogs on the Square during the Farmers' Market* as follows:

> *(H) Dogs on the Square during Farmers' Market.* The presence of properly leashed and socialized dogs shall be allowed on the Square during Farmers' Market. Each person with a leashed dog shall have on their person a plastic bag which must be used immediately by the dog's handler or owner to remove any and all feces from their dog. Such bag must be immediately shown to any Fayetteville Animal Control Officer or Police Officer when requested. If a dog damages any vendor's produce or product, the owner or handler shall immediately pay the full value to the vendor for such damaged produce or product. Any unprovoked dog that acts aggressively toward other dogs or provokes other dogs, and any dog that growls or acts aggressively toward any person shall immediately be removed from the entire Square area by its owner or handler and never returned until properly socialized not to be aggressive to humans, dogs or other animals. A Fayetteville Animal Control Officer or Police Officer can order any owner or handler to immediately remove a dog from the Farmers' Market area if in their opinion the dog is not properly socialized or is otherwise a safety or other type of problem. Failure to obey such lawful orders or any other violation of any provision of this subsection can be punished by a fine of up to $250.00.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (I) *Annual Report to City Council* as follows:

> "(I) *Annual report to City Council.* The Rural Mountain Producers Exchange shall present its annual written report and answer questions about the operation and revenues received and expended in the Rural Mountain Producers Exchange to the City Council during its first meeting in March of each year. This written report shall include year-to-year changes in gross revenues and expenditures and the portion of revenue that is used for administrative overhead, and not actual sales numbers. It shall also provide this same information relative to its operation on any other City property such as the Botanical Gardens at the Lake Fayetteville Park. This information will not be combined, but differentiated between the Square and other locations. The Rural Mountain Producers Exchange shall publish a map of the Square showing the locations of vendor and nonprofit exhibit spaces and provide for online reservation for nonprofits.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (J) *Fees* as follows:

> "(J) *Vendor Fees.* The Rural Mountain Producers Exchange shall not adjust the fees it charges to vendors except with a vote of its full membership.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Handed out at the 4-16-13 City Council meeting 10:00 am

Summary re: Farmers' Market expansion

For safety

- Block Ave will be closed to traffic this season. Center St probably closed in 2014.
    - Right-turns would still be allowed at each corner of the square.
    - When a street closes, the Market can use the parking spaces on both sides of the street.

More space for everyone

- Vendors and nonprofit/social groups both get more space (about 37% more each).
- Today, about 11% of all space is reserved for nonprofits/social groups. That ratio is maintained.
    - I call that space *exhibition space*.
- Exhibition space is allocated equally to each street that is closed to traffic.
- More space for guest vendors (face painting, weaving, etc), musicians, and performance troupes.

For the brick and mortar businesses

- Sidewalk sales are allowed, and the Farmers' Market will do cross-promotion for the businesses.
- Lines of sight from the street to the stores are maintained by limiting vehicle locations. On Block Ave, no vehicles will be parked in front of storefronts.
    - Tents are raised high enough so that passersby can see underneath them from the street and observe the activity on the sidewalk, drawing them closer to storefronts and sidewalk sales.
- Midblock pedestrian aisles facilitate pedestrian flow between sidewalks and the streets.

Dogs

- Dog lovers will have a right to bring their dogs.
- Owners must carry plastic bags and are responsible for their dogs' actions (they have to pay the vendor if their dog damages merchandise).

Annual reporting and other information

- A map shall be published online which shows the location of vendor and exhibition spaces.
- The Farmers' Market will put a form for reserving exhibition spaces on their website.
- The Farmers' Market must give an annual report on changes in revenue/expenses, growth plans, etc to the City Council at their first March meeting of each year, for each of the markets located on City property.

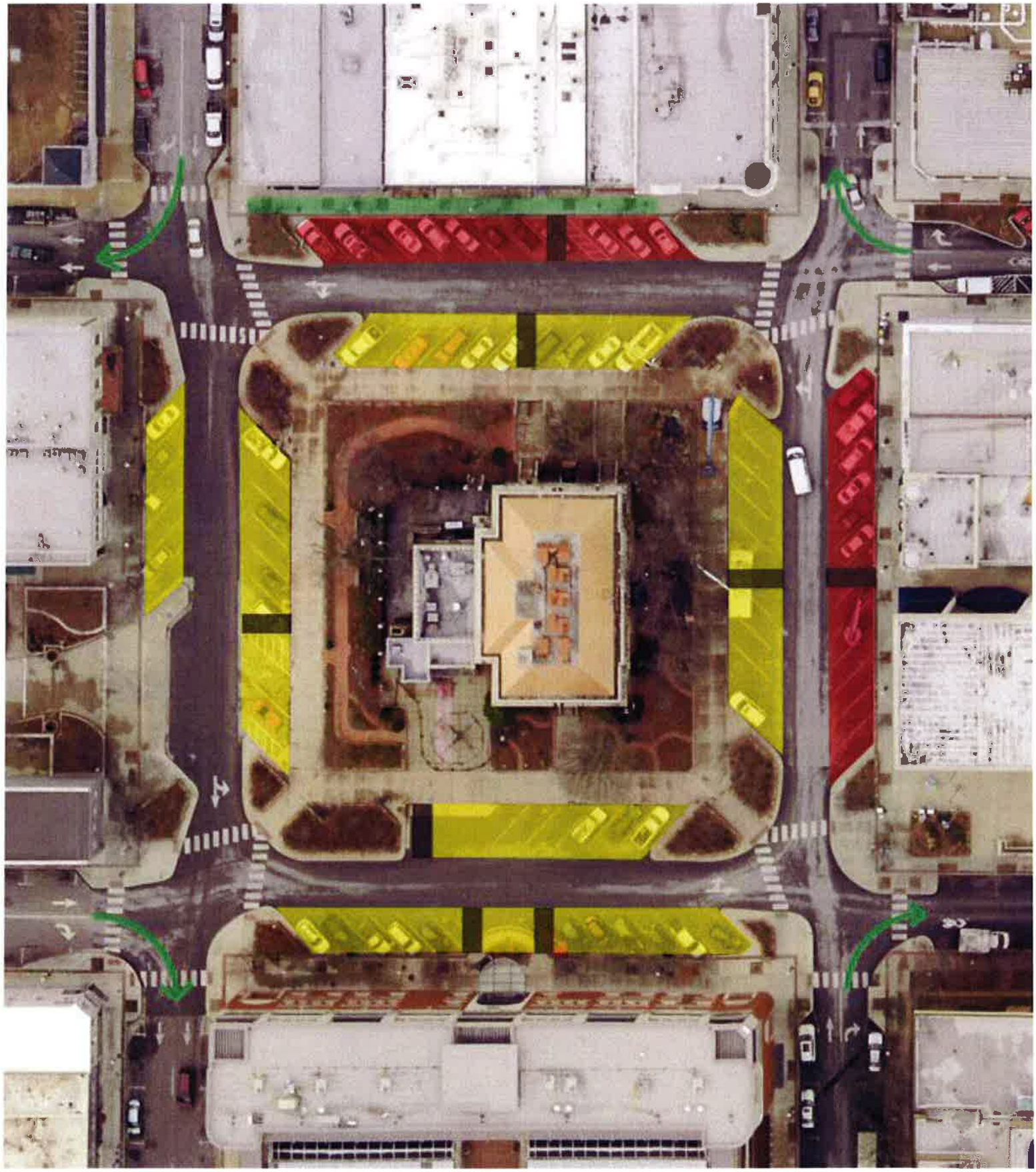
City Council control of vendor fees

- The City Council repeals the government-mandated level of vendor fees but makes it law

that vendor fees can only be adjusted by a membership vote of the Rural Mountain Producers Exchange Board. Note: Any future City Council may reimpose a vendor fee with a new ordinance.

- The annual reports will give the Council an opportunity to review the management practices of the Market, have input on growth plans, and ample time to consider attendant legislation, if any.

For illustrative purposes only



	Current scenario	Proposed scenario	Increase	% Increase
Vendor frontage	666	918	252	37.84%
Exhibition frontage	82	112	30	36.59%

*Units in linear feet.

Gross frontage	1060	
Net usable frontage	1030	(Accounts for new pedestrian aisles)
Currently used frontage	748	
Net increase in used frontage	27.38%	

Percentage of space reserved for exhibitors	10.96%	10.87%

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.

Amended

(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

to be removed

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 craftsperson 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)

Departmental Correspondence

www.accessfayetteville.org

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Chairman of the Ordinance Review Committee Alan Long**
Council Member Sarah Marsh
Alderman Matthew Petty
Alderman Martin Schoppmeyer

CC: Mayor Lioneld Jordan
Alderman Justin Tennant
Alderman Adella Gray
Alderman Mark Kinion
Alderman Rhonda Adams

FROM: **Kit Williams, City Attorney**

DATE: **May 1, 2013**

RE: Farmers' Market Ordinance as amended by Ordinance Review Committee on April 30, 2013

I want to thank everyone for their long and careful consideration and discussion of the proposed amendment to the Farmers' Market Ordinance last night at the Ordinance Review Committee meeting. I have prepared and attached to this memo what should be the final revisions agreed to last night as well as some minor clarifications such as referring to the Rural Mountain Producers Exchange as a "not for profit" rather than a "nonprofit" organization. Of course the major change agreed to last night was the closure of Block, Mountain and East streets around the Square (but not Center) and the allocation of the outside parking spaces to the Rural Mountain Producers Exchange. All of the ordinance language changes needed to accomplish this are in Section 3.

I also needed to include the closure of the three streets in the title of the ordinance which is slightly longer now. I added ""available" before "plastic bag" in section 5 for clarity.

Please review this possibly final revised ordinance and let me know if any further changes are needed. If I do not hear about needed changes, this will go out in the final Agenda Packet tomorrow.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §114.02 **FARMERS' MARKET** TO AMEND THE USE OF PARKING SPACES ON THE SQUARE ON SATURDAYS, TO CLOSE MOUNTAIN, BLOCK AND EAST STREETS TO VEHICULAR TRAFFIC, TO PERMIT SOUND AMPLIFICATION DURING FARMERS' MARKET WITH SPECIAL EVENTS PERMIT 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 repealing it in its entirety and enacting a replacement (A) as shown below:

> "(A) *Operation of the Farmers' Market on the Square.* The not for profit Rural Mountain Producers Exchange is authorized to continue to operate the Farmers' Market on the Fayetteville Square in conformance with the following conditions. This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the Downtown Square. 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 governmental communications, free speech and acoustic music purposes. No sound amplification may be used unless approved by the City through its Special Event Permit Process.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby moves and renames Section 114.02 (C) to (D), moves and renames Subsection (D) to (E) and repeals Subsection (E) in its entirety.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby enacts a replacement subsection (B) as follows:

"(B) *Expanded Saturday use of the Square.*

(1) Three streets around the Square: East, Mountain and Block shall be closed to vehicular traffic. The exterior parking spaces for these three streets around the Square shall be available for vendors and exhibitors pursuant to subsection (3) below as assigned by the Rural Mountain Producers' Exchange management by closing these streets and parking spaces to non-vendor vehicular traffic. Vendors using large commercial delivery vehicles, such as box trucks, shall either be located on the interior parking spaces around the Old Post Office Building or outside the designated market area to maintain storefront visibility. No vendor parking is allowed on the west side of Block Avenue, except for food trucks which shall be limited to the southernmost and northernmost parking spaces.

(2) Pedestrian aisles. To facilitate the flow of pedestrians between storefront and the streets, midblock pedestrian aisles of at least five feet in width shall be maintained on both aides of each closed street (as further shown on Exhibit A which shall remain attached to this ordinance for future reference, but not codified). On the west side of East Avenue, the Old Post Office access easement shall be such an aisle. On the south side of Mountain Street, the opening into the Town Center Plaza shall be used for the aisle.

(3) Exhibition spaces. A minimum of twenty eight (28) feet on either side of all three closed streets shall be set aside and managed by the Rural Mountain Producers Exchange management as exhibition space for nonprofit entities. The Exchange management shall make available an online form for the reservation of exhibition space on a first-come, first-served basis. No vehicles may be parked within exhibit spaces. Unclaimed exhibition space shall be managed by the Rural Mountain Producers Exchange management and may be used by store owners for sidewalk sales, as temporary seating or by market vendors.

(4) Prepared food vendors. Vendors serving prepared food for consumption at the Farmers' Market shall not be located directly in front of any restaurant storefront without the written permission of the restaurant owner.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends section 114.02 (C) *Articles permitted to be sold* by adding "and have all appropriate permits" to the last sentence.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (H) *Dogs on the Square during the Farmers' Market* as follows:

(H) Dogs on the Square during Farmers' Market. The presence of properly leashed and socialized dogs shall be allowed on the Square during Farmers' Market. Each person with as leashed dog shall have on their person a plastic bag which must be used immediately by the dog's handler or owner to remove any and all feces from their dog. The available plastic bag must be immediately shown to any Fayetteville Animal Control Officer or Police Officer when requested. If a dog damages any vendor's produce or product, the owner or handler shall immediately pay the full value to the vendor for such damaged produce or product. Any unprovoked dog that acts aggressively toward other dogs or provokes other dogs, and any dog that growls or acts aggressively toward any person shall immediately be removed from the entire Square area by its owner or handler and never returned until properly socialized not to be aggressive to humans, dogs or other animals. A Fayetteville Animal Control Officer or Police Officer can order any owner or handler to immediately remove a dog from the Farmers' Market area if in their opinion the dog is not properly socialized or is otherwise a safety or other type of problem. Failure to obey such lawful orders or any other violation of any provision of this subsection can be punished by a fine of up to $250.00.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (I) *Annual Report to City Council* as follows:

"(I) *Annual report to City Council.* The Rural Mountain Producers Exchange shall present its annual written report and answer questions about the operation and revenues received and expended in the Rural Mountain Producers Exchange to the City Council during its first meeting in March of each year. This written report shall include year-to-year changes in gross revenues and expenditures and the portion of revenue that is used for administrative overhead, and not actual sales numbers. It shall also provide this same information relative to its operation on any other City property such as the Botanical Gardens at the Lake Fayetteville Park. This information will not be combined, but differentiated between the Square and other locations. The Rural Mountain Producers Exchange shall publish a map of the Square showing the locations of vendor and nonprofit exhibit spaces and provide for online reservation for nonprofits.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (J) *Vendor fees* as follows:

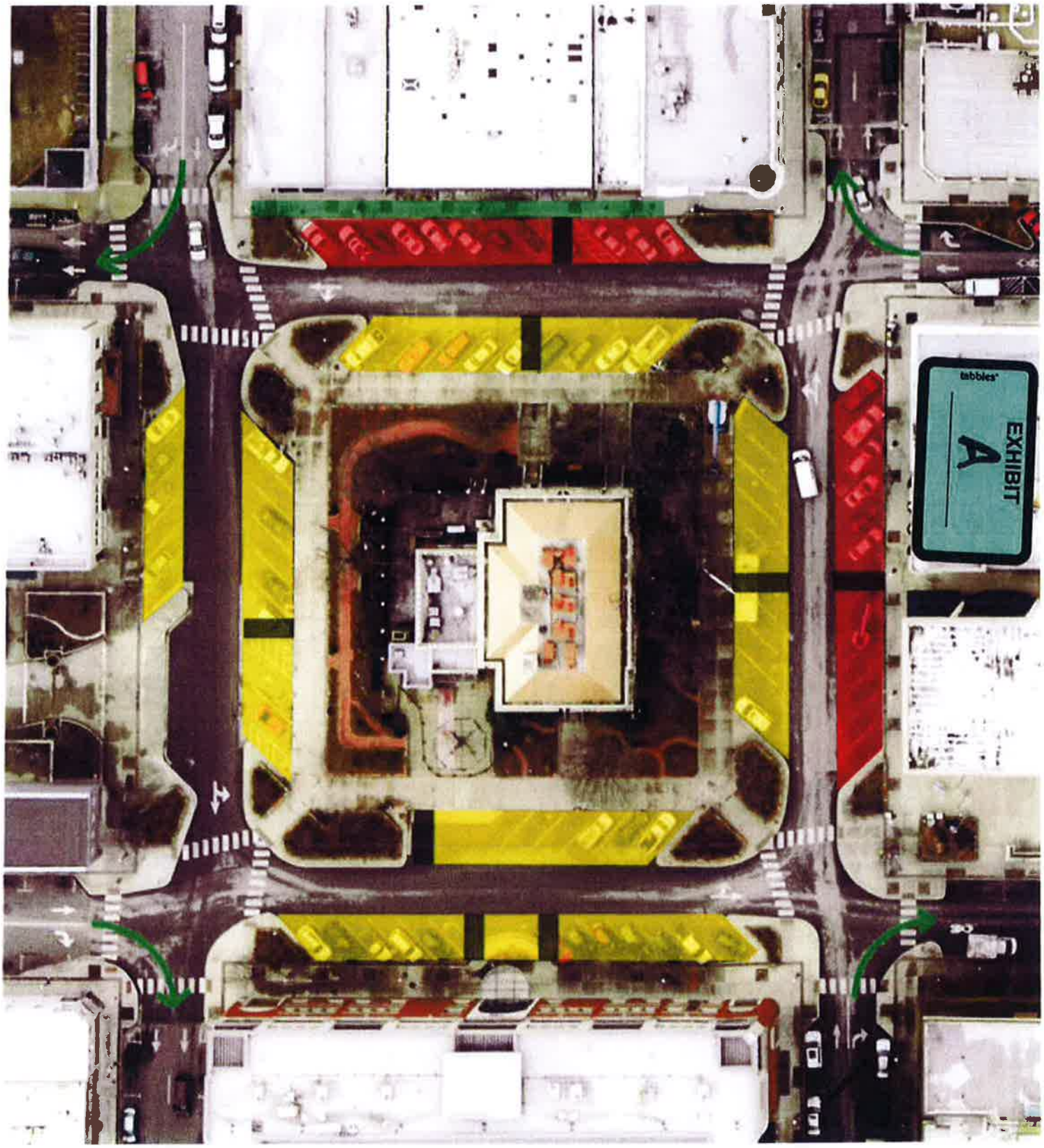
"(J) *Vendor fees*. The Rural Mountain Producers Exchange shall not adjust the fees it charges to vendors except by a vote of its full membership."

PASSED and **APPROVED** this 7th day of May, 2013.

APPROVED: ATTEST:

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

For illustrative purposes only



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 ease 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:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §114.02 **FARMERS' MARKET** TO AMEND THE USE OF PARKING SPACES ON THE SQUARE ON SATURDAYS, TO PERMIT SOUND AMPLIFICATION DURING FARMERS' MARKET WITH A SPECIAL EVENT PERMIT 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 repealing it in its entirety and enacting a replacement (A) as shown below:

> "(A) *Operation of the Farmers' Market on the Square.* The nonprofit Rural Mountain Producers Exchange is authorized to continue to operate the Farmers' Market on the Fayetteville Square in conformance with the following conditions. This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the Downtown Square. 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 governmental communications, free speech and acoustic music purposes. No sound amplification may be used unless approved by the City through its Special Event Permit Process.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby moves and renames Section 114.02 (B) to (C), moves and renames Subsection (C) to (D), moves and renames Subsection (D) to (E), and repeals Subsection (E) in its entirety.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby enacts a replacement subsection (B) as follows:

"(B) *Expanded Saturday use of the Square.*

(1) All streets closed. The exterior parking spaces for all streets around the Square: East, Center, Block and Mountain shall be available for vendors as assigned by the Rural Mountain Producers' Exchange management by closing all four streets to non-vendor vehicular traffic. Vendors using large commercial delivery vehicles, such as box trucks, shall either be located on the interior parking spaces around the Old Post Office Building or park their vehicles outside the designated market area to maintain storefront visibility. The Rural Mountain Producers Exchange management may leave Center Street open to through traffic if there is an insufficient number of vendors to fill the north side parking spaces. The requirements of this subsection shall not apply to Center Street when it remains open to through traffic. No vendor parking is allowed on the west side of Block Avenue, except for food trucks which shall be limited to the southern most and northern most parking spaces.

(2) Pedestrian aisles. To facilitate the flow of pedestrians between storefronts and the streets, midblock pedestrian aisles of at least five feet in width shall be maintained on both sides of each closed street. On the west side of East Avenue, the Old Post Office access easement shall be such an aisle. On the south side of Mountain Street, the opening into the Town Center Plaza shall be used for the aisle.

(3) Exhibition spaces. A minimum of twenty eight (28) feet on either side of each closed street shall be set aside and managed by the Rural Mountain Producers Exchange management as exhibition space for nonprofit entities. The Exchange management shall make available an online form for the reservation of exhibition space on a first-come, first-served basis. No vehicles may be parked within exhibit spaces. Unclaimed exhibition space shall be managed by the Rural Mountain Producers Exchange management and may be used by store owners for sidewalk sales, as temporary seating or by market vendors.

(4) Prepared food vendors. Vendors serving prepared food for consumption at the Farmers' Market shall not be located directly in front of any restaurant storefront without the written permission of the restaurant owner.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends section 114.02 (C) *Articles permitted to be sold* by adding "and have all appropriate permits" to the last sentence.

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Section 6: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (I) *Annual Report to City Council* as follows:

> "(I) *Annual report to City Council.* The Rural Mountain Producers Exchange shall present its annual written report and answer questions about the operation and revenues received and expended in the Rural Mountain Producers Exchange to the City Council during its first meeting in March of each year. This written report shall include year-to-year changes in gross revenues and expenditures and the portion of revenue that is used for administrative overhead. It shall also provide this same information relative to its operation on any other City property such as the Botanical Gardens at the Lake Fayetteville Park. This information will not be combined, but differentiated between the Square and other locations. The Rural Mountain Producers Exchange shall publish a map of the Square showing the locations of vendor and nonprofit exhibit spaces and provide for online reservation for nonprofits.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (J) *Fees* as follows:

"(J) *Vendor Fees.* The Rural Mountain Producers Exchange shall not adjust the fees it charges to vendors except with a vote of its full membership.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

AGENDA REQUEST

FOR: COUNCIL MEETING OF May 21st, 2013

FROM:

MAYOR JORDAN AND COUNCILMEMBER SARAH MARSH

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution to Express the City Council's Intent to Examine the Feasibility of Preserving the Historic Woolsey Family Homestead

APPROVED FOR AGENDA:

Mayor Lioneld Jordan — Date: 5/8/13

Councilmember Sarah Marsh — Date

City Attorney Kit Williams — Date: 5-8-13

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO EXAMINE THE FEASIBILITY OF PRESERVING THE HISTORIC WOOLSEY FAMILY HOMESTEAD IN WEST FAYETTEVILLE

WHEREAS, the City Council has long supported the goal of fostering the preservation of historic structures in Fayetteville; and

WHEREAS, Samuel and Matilda Woolsey moved to Washington County, Arkansas, and established their rural homestead here in 1830; and

WHEREAS, the Woolsey Family homestead was purchased in 1998 by the City of Fayetteville as part of the land acquisition needed for the Westside Wastewater Treatment Plant ;and

WHEREAS, the Woolsey house is one of the oldest homes or structures in Fayetteville, but is in need of substantial preservation efforts to ensure it and its grounds survive; and

WHEREAS, the City Administration had studied and considered preservation efforts for the Woolsey homestead a few years ago, but did not decide to begin preservation efforts at that time; and

WHEREAS, the City Council believes economic conditions now allow an examination of the feasibility of preservation efforts that could be undertaken, and requests that the City Administration work with the Historic District Commission of Fayetteville, the Washington County Historical Society, Fayetteville Forward Historic Heritage Resources Group, and other interested persons and groups to determine the best and most cost effective manner to preserve this historic structure and its grounds, including outbuildings and cemetery; and

WHEREAS, the City Council requests that the Administration report back to the City Council with recommendations about the best and most cost effective manners to preserve the Woolsey Family homestead and how this house and its surrounding land can be best made available and useful to our citizens and school children.

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 intent to examine the feasibility of the preservation of the historic Woolsey Family homestead

and grounds, including outbuildings and cemetery in west Fayetteville and requests that the City Administration meet with all interested groups and persons about this project and present feasibility, preservation and utilization plans for the Woolsey Family homestead and grounds.

PASSED and **APPROVED** this 21st day of May 2013.

APPROVED: ATTEST:

By: _____ By: _____

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

From: David Jurgens
To: Williams, Kit
Date: 5/7/2013 1:09 PM
Subject: Woolsey Family History
Attachments: West Side WWTP Site with potential Nov09.pdf

Kit,

A brief history. I'll search for more.

I have also attached the November 2009 potential site plan.

David

Woolsey Family History

The Woolsey Wet Prairie Sanctuary is named after, and was a part of, the original farm settled in 1830 by Samuel Gilbert Woolsey (1791-1858) and his wife, Matilda (1794-1871) only two years after Washington County was formed, and six years before Arkansas achieved statehood.

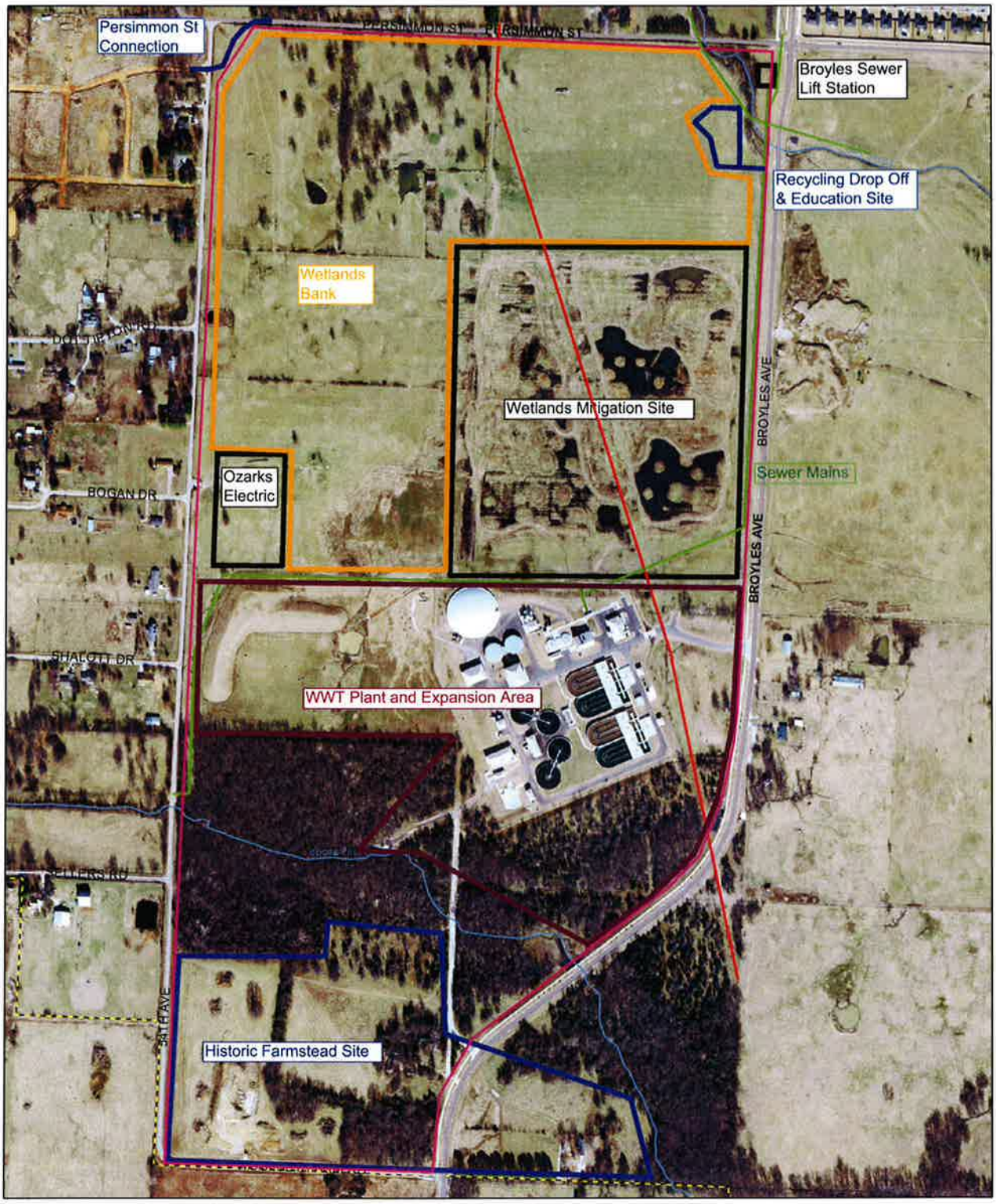
Samuel Woolsey was born and raised on a Kentucky farm, and grew into manhood as a noted hunter and scout. In 1808, he lived for a period of time in Missouri, later marrying Matilda Thompson about 1810 in Illinois. After Samuel served in the War of 1812, he moved his family to Hempstead County, Arkansas in 1814, and later moved to the homestead on this property owned by the City of Fayetteville in 1830, where both he and his wife died and were buried.

The Woolsey's participated with four other couples to form the Farmington Ebenezer Methodist Church in 1833. A building plot was offered by the Kinnibrugh couple and a small log building was erected with one door and a window, split log benches and one song book Mrs. Kinnibrugh brought from Virginia. The singing was read line by line and led by the song leader. A Circuit Rider came once each month for church services or for memorial services for those who died during the month.

Being a War of 1812 veteran is most likely the reason the Woolsey's came to northwest Arkansas. Veterans of the War of 1812 received quarter sections of prairie land in Arkansas as compensation for war duty. Together, Samuel and Matilda had thirteen children, some of whom are buried at the Woolsey Cemetery located on this property.

West Side WWTF Site Conceptual Master Plan

DRAFT of November 17, 2009



0 305 610 1,220 1,830 Feet

NORTH

- Wetlands Mitigation Site
- WWT Plant and Expansion Area
- Perimeter Trails
- Gas Transmission Main
- Ozarks Electric Property
- Recycling Drop Off Site
- Wetlands Bank
- Sewer Mains
- Broyles Sewer Lift Station

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Jesse Fulcher	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

RZN 13-4348: Rezone (1035 N. GREGG AVE./SMITH, 444): Submitted by JORGENSEN AND ASSOCIATES for property located at 1035 NORTH GREGG AVENUE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.44 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

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 — 05.01.2013 Date

City Attorney — 5-3-13 Date

Finance and Internal Services Director — 5-3-2013 Date

Chief of Staff — 5-3-13 Date

Mayor — 5/6/13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — 05-02-13 P03:04 RCVD

Received in Mayor's Office — ENTERED 5/3/13

Comments:

Fayetteville ARKANSAS
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: April 30, 2013

Subject: RZN 13-4348 (1035 N. GREGG AVE./SMITH)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to rezone the property to NC, Neighborhood Conservation.

BACKGROUND

The subject property is located at the southwest corner of N. Gregg Avenue and W. North Street and is zoned RMF-24. Gregg Avenue is a two-lane, local street in this location and continues south two blocks to Wilson Park. This area north and west of Wilson Park is comprised of single-family homes, duplexes and small-scale apartment buildings.

The applicant requests to rezone the property from RMF-24, Residential Multi-family 24 Units/Acre to NC, Neighborhood Conservation. The purpose of the rezoning is to allow a higher density development of single-family homes than what is currently allowed. The RMF-24 zoning district requires 60 feet of street frontage and 6,000 square feet per single-family home. The NC zoning district only requires 40 feet of street frontage and 4,000 square feet.

CITY PLAN 2030: City Plan 2030 Future Land Use Plan designates this site as **City Neighborhood Area.** This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. The objective of the rezoning request is to allow development of single-family homes, already a use by right in the RMF-24 zoning district, but at a higher density than currently allowed. The proposed NC zoning is compatible with the surrounding mix of residential densities and housing types and consistent with the land use plan of the City.

DISCUSSION

On April 22, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 9-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 13-4348, FOR APPROXIMATELY 0.44 ACRES, LOCATED AT 1035 NORTH GREGG AVENUE FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION

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 RMF-24, Residential Multi-Family, 24 units per acre to NC, Neighborhood Conservation, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and **APPROVED** this day of , 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

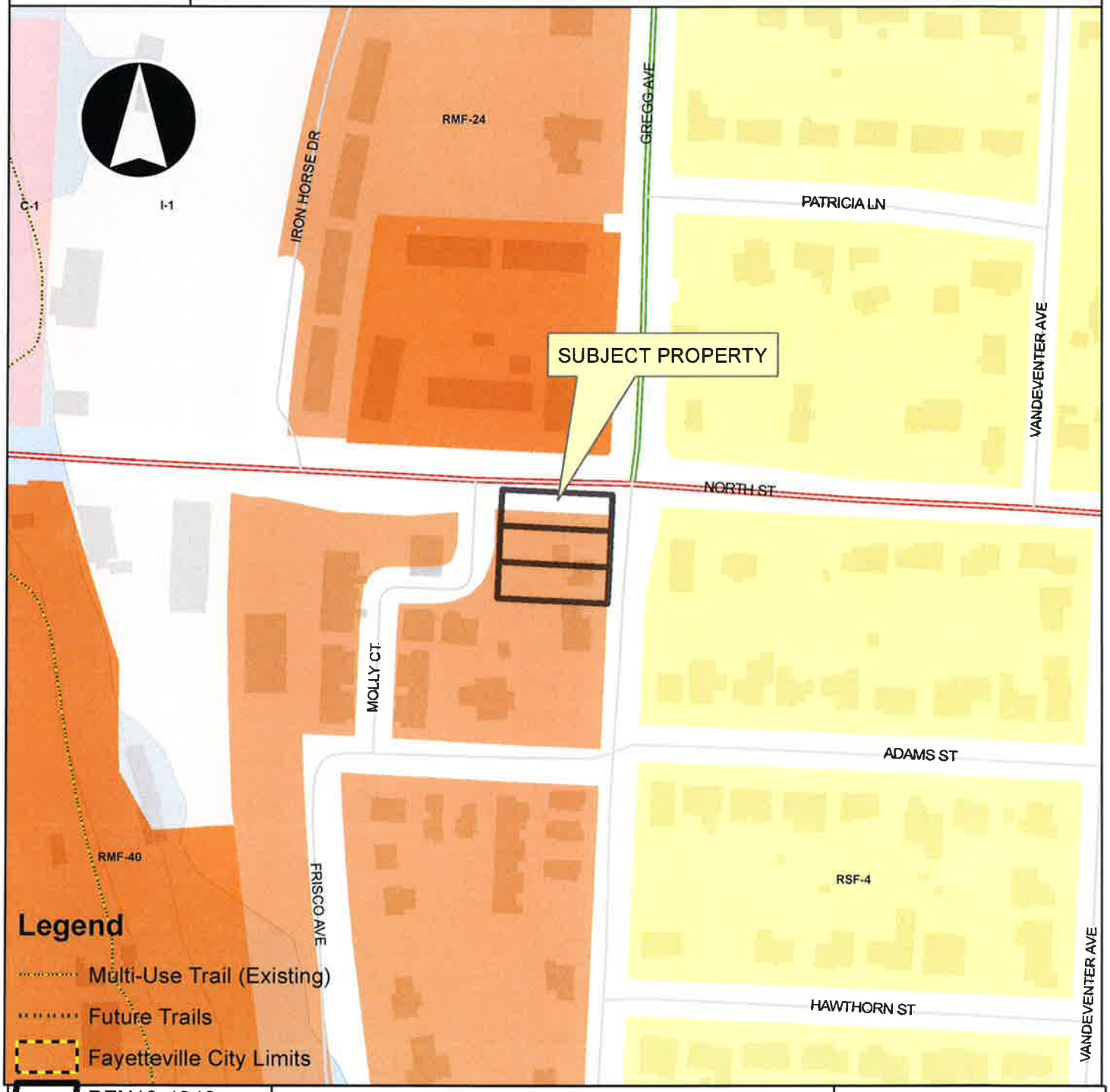
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

EXHIBIT "A"

RZN13-4348

Close Up View

SMITH



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits
- Overview RZN13-4348
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

EXHIBIT "B"
RZN 13-4348

SURVEY DESCRIPTION: (PARCEL #765-08500-000)
LOTS NUMBERED 6,7 AND THE SOUTH 25' OF LOT 8 IN BLOCK NUMBERED 4 IN MITCHELL'S ADDITION TO THE CITY OF FAYETTEVILLE, BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 IN TOWNSHIP 16 NORTH, OF RANGE 30 WEST.

Fayetteville
ARKANSAS

PC Meeting of April 22, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Subdivision Committee
FROM:	Jesse Fulcher, Current Planner
THRU:	Jeremy Pate, Development Services Director
DATE:	~~April 15, 2013~~ *Updated April 24, 2013*

RZN 13-4348: Rezone (1035 N. GREGG AVE./SMITH, 444): Submitted by JORGENSEN AND ASSOCIATES for property located at 1035 NORTH GREGG AVENUE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.44 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION. Planner: Jesse Fulcher

BACKGROUND:

Property and Background: The subject property is located at the southwest corner of N. Gregg Avenue and W. North Street and is zoned RMF-24. Gregg Avenue is a two-lane, local street in this location and continues south two blocks to Wilson Park. This area north and west of Wilson Park is comprised of single-family homes, duplexes and small-scale apartment buildings. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Multi-family residential	RMF-40, Residential Multi-Family 40 Units Per Acre
South	Single family residential	RMF-24, Residential Multi-Family 24 Units Per Acre
East	Single family residential	RSF-4, Residential Single Family 4 Units Per Acre
West	Two-family and Multi-family residential	RMF-24, Residential Multi-Family 24 Units Per Acre

Request: The applicant requests to rezone the property from RMF-24, Residential Multi-family 24 Units/Acre to NC, Neighborhood Conservation. The purpose of the rezoning is to allow a higher density development of single-family homes than what is currently allowed. The RMF-24 zoning district requires 60 feet of street frontage and 6,000 square feet per single-family home. The NC zoning district only requires 40 feet of street frontage and 4,000 square feet.

Public Comment: Staff has not received public comment.

RECOMMENDATION:

Staff recommends forwarding the rezoning request (RZN 13-4348 1035 N. GREGG AVE./SMITH) to the City Council with a recommendation of approval based on findings stated herein.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: April 22, 2013	❒ **Tabled**	☑ **Forwarded**	❒ **Denied**
Motion: Chesser	**Second: Pennington**	**Vote: 9-0-0**	
CITY COUNCIL ACTION:	**Required**	**YES**	
	❒ **Approved**	❒ **Denied**	
Date:			

INFRASTRUCTURE:

Streets: The site fronts North Street, an improved four-lane Principal Arterial and Gregg Avenue, an imporved two-lane local street. 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" and 2" along North Street and an 8" water main along Gregg Avenue. Public water main improvements may be necessary to provide fire flow for domestic service for any proposed development.

Sewer: Sanitary sewer is not directly available to the site. There is an 8" main to the south of this property and a 6" line south on Gregg Avenue. The developer will be responsible for extending public mains to serve any future development.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is noy affected by the 100-year floodplain or the Streamside Protection Zones.

Fire: The Fire Department did not express any concerns with this request.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as* ***City Neighborhood Area.*** *This designation provides a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family.*

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 subject property is located at the north end of the Wilson Park Neighborhood along a local street that leads residents to the park area. This block is comprised of a variety of residential uses and densities, including single-family, two-family and small-scale multi-family. The Future Land Use map designates the property as City Neighborhood Area, which encourages density in all housing types. This designation typifies this area south of North Street. The intent of the rezoning application is to develop single-family homes, a use by right in the RMF-24 zoning district, but at a higher density than currently allowed. The proposed NC zoning would be both compatible with the surrounding mix of residential dwelling types and consistent with the land use plan of the City.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The zoning request is justified and needed at this time. The owner desires to construct single-family homes on the property, a use by right in the RMF-24 zoning district, and a use that is compatible in this area. However, the current zoning will only permit two single-family homes to be constructed. Rezoning the property to Neighborhood Conservation will allow at least one more single-family unit to be constructed, increasing the density from 4.5 units/acre to 6.8 units/acre.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **In staff's opinion, the proposed rezoning will not create or appreciably increase traffic danger. The access management ordinance requires any new development on this property to access Gregg Avenue and utilize the signalized intersection to access North Street. The down-zone from RMF-24 to NC would allow the owner to develop three single-family homes that will have very little impact on the surrounding street system.**

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: **Staff finds that the proposed zoning would not create undesirable impacts to**

public services, or a density that is incompatible with the surrounding area, based on a review of infrastructure, existing land uses, and the development potential of the property.

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: **Not applicable. Staff recommends in favor of the requested zoning.**

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses: Development Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments: No bedroom One bedroom Two bedroom	 1,700 sq. ft. 1,700 sq. ft. 2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.	8 ft.	25 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	60ft.

Height regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5079, 11-20-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5495, 4-17-12)

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cottage Housing Development

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	80 ft.
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	The principal façade of a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 40% of lot width.

(G) *Height regulations.* Maximum height is 3 stories or 45 feet which ever is less.

(Ord. 5128, 4-15-08; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

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THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

M E M O R A N D U M

To: Jeremy Pate

From: Captain Kenny Yates

Date: 4/11//13

Subject: RZN 13-4348

This document is in response to the request for comments on proposed RZN 13-4348 (1035 N. Gregg Avenue / Smith, 444): submitted by Jorgensen and Associates, for property located at 1035 N. Gregg Avenue.

It is the opinion of the Fayetteville Police Department that this RZN (13-4348), 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.

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS
124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807
DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE E. JORGENSEN, P.E.

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Attn: Development Services
Re: Rezoning Request

Please accept this request to rezone the following parcel located off of North Street & Gregg: 765-08500-000.

A. The current owner of this site is: 765-08500-000 Penzo Group LLC.
B. Currently this property is zoned RMF-24. The reason for the requested NC (Neighborhood Conservation) zoning is to give the applicant the ability to create two new lots allowing the right to build three detached single family units therefore maximizing the use of his property and creating a much similar density to the surrounding area.
C. This proposed rezoning will mesh well with surrounding uses; currently to the north it is zoned RMF-40, to the west and south it is zoned RMF-24 and to the east, across Gregg, it is zoned RSF-4
D. Currently there is an existing manhole in the southwest corner of the property and an existing 12' water line on the north side along North Street
E. Rezoning this property to Neighborhood Conservation is actually a down zoning in this area but still fits within the City's Future Land Use Map allowing for an infill project.
F. We feel this is a needed zoning at this time to allow for better use of the property.
G. This rezoning will not increase or have a negative impact to surrounding area due to traffic.
H. This requested zoning will not undesirably increase the load on public services.
I. The current zoning of RMF-40 only allows for one residential unit on the property due to the zoning limitations. Under the requested NC zoning the applicant can split the lot and build three houses by right therefore utilizing the property much more efficiently

Sincerely;

Jorgensen & Associates

RZN13-4348

Current Land Use

SMITH

Overview RZN13-4348

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

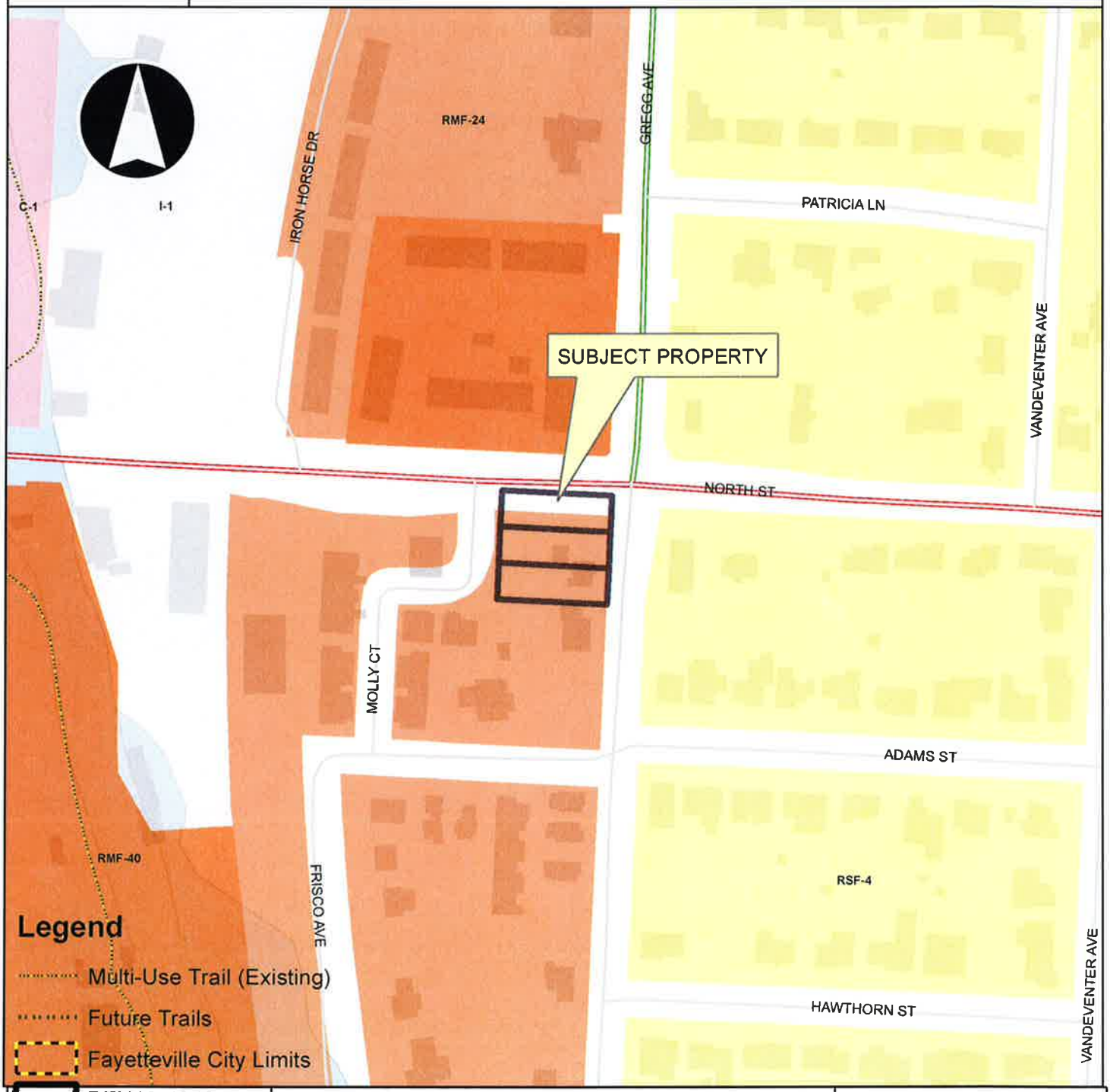
Planning Area

0 75 150 300 450 600 Feet

RZN13-4348

Close Up View

SMITH



Overview

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

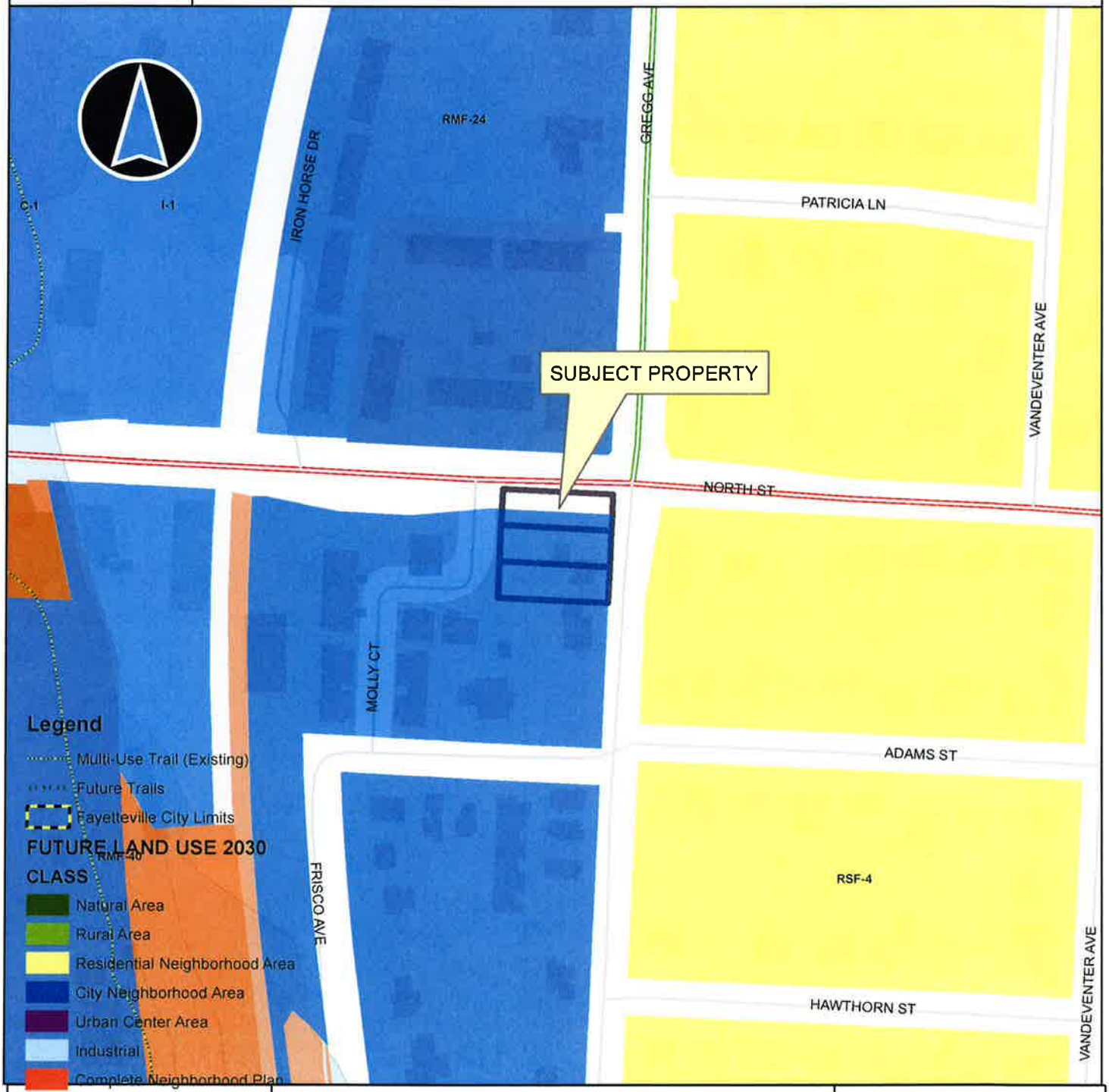
Planning Area

0 75 150 300 450 600 Feet

RZN13-4348

Future Land Use

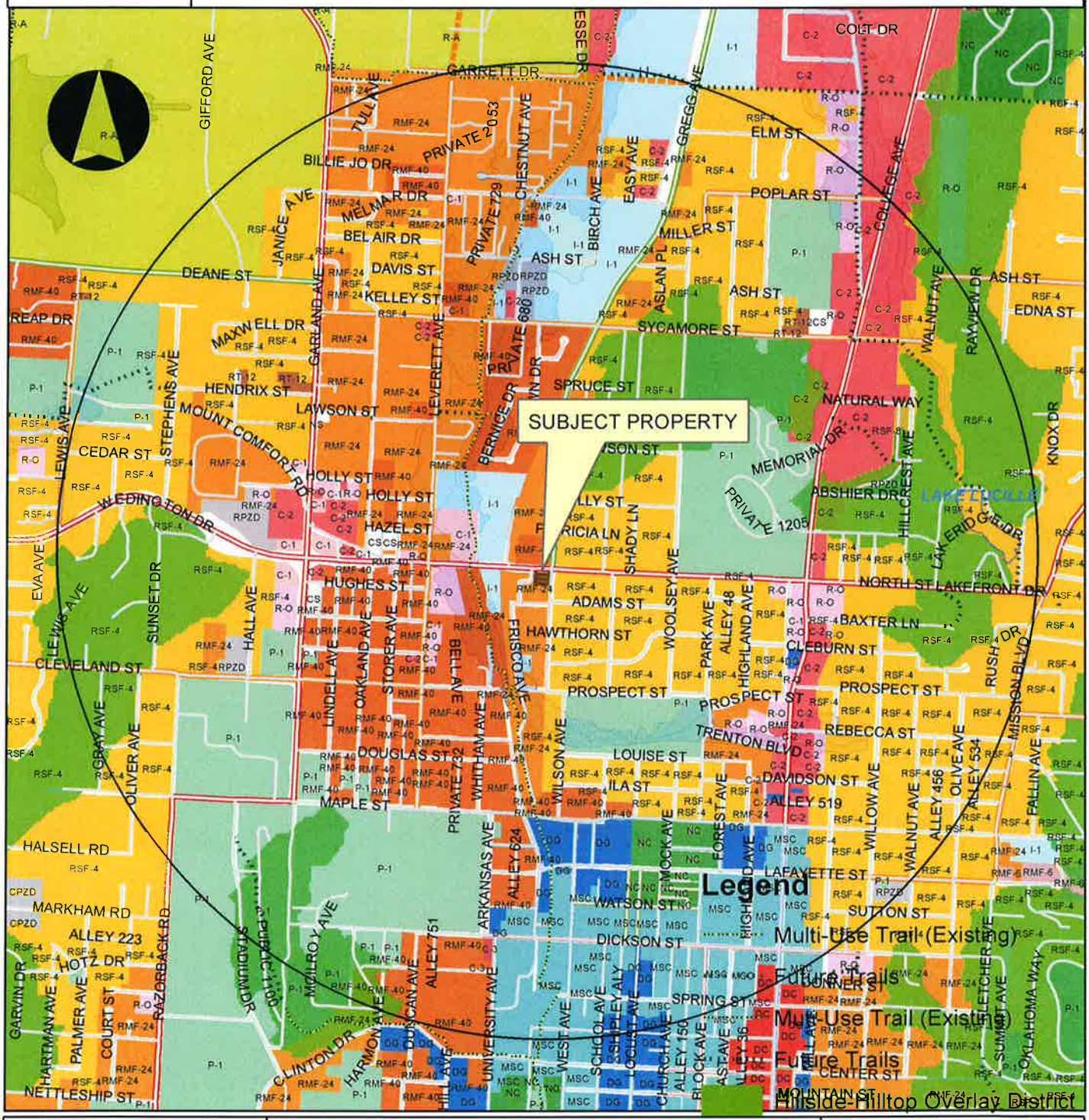
SMITH



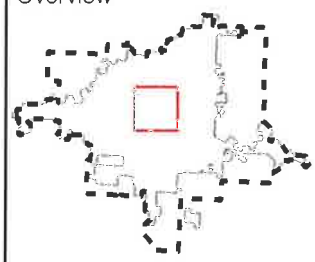
RZN13-4348

One Mile View

SMITH



Overview



Legend

Subject Property

RZN13-4348

Boundary

RZN13-4348

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Andrew Garner	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

VAC 13-4346: Vacation (902 S. SCHOOL ST./FERGUSON'S ADDITION, 562): Submitted by CITY STAFF for property located around 902 SOUTH SCHOOL STREET. The property is zoned DG, DOWNTOWN GENERAL. The request is to vacate a 60 foot right-of-way.

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 — Date: 04-24-2013

City Attorney — Date: 4-26-13

Finance and Internal Services Director — Date: 4-29-2013

Chief of Staff — Date: 4-29-13

Mayor — Date: 4/29/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 04-25-13 P03:50 RCVD

Received in Mayor's Office ENTERED 4/26/13

Comments:

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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: Andrew Garner, Senior Planner

Date: April 23, 2013

Subject: VAC 13-4346 (902 S. SCHOOL AVE./FERGUSON'S ADDITION)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate a portion of right-of-way.

BACKGROUND

The subject property is undeveloped right-of-way for Locust Street, between Seventh Street and Ninth Street, east of South School Avenue. The right-of-way is 60 feet wide and approximately 600 in length. The property contains the confluence of two creeks, Spout Spring Branch and Tanglewood Branch, and is almost entirely within floodplain of those creeks.

The City is in the design and construction process of a multi-use trail connection from the existing Frisco Trail, which ends at Martin Luther King Boulevard, south to Walker Park. The property is in the vicinity of the trail connection and the City proposes to vacate this undeveloped right-of-way for the two adjacent private property owners in an effort to facilitate the trail connection through a portion of their property.

The applicant's request is to vacate the undeveloped right-of-way for Locust Avenue as indicated on the submitted exhibit.

DISCUSSION

On April 22, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 9-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 13-4346 SUBMITTED BY CITY STAFF FOR PROPERTY LOCATED AROUND 902 SOUTH SCHOOL STREET (FERGUSON'S ADDITION) TO VACATE A 60 FOOT RIGHT-OF-WAY

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

WHEREAS, the City Council has determined that the following described portion of the platted right-of-way is not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described 60 foot right-of-way in Exhibit B (attached).

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

Section 3: That this vacation approval is subject to the Condition of Approval and shall not be in effect until the condition is met.

1. The City shall retain a water and sewer easement for the entire 60-foot right-of-way width for the entire length of the property that is being vacated.

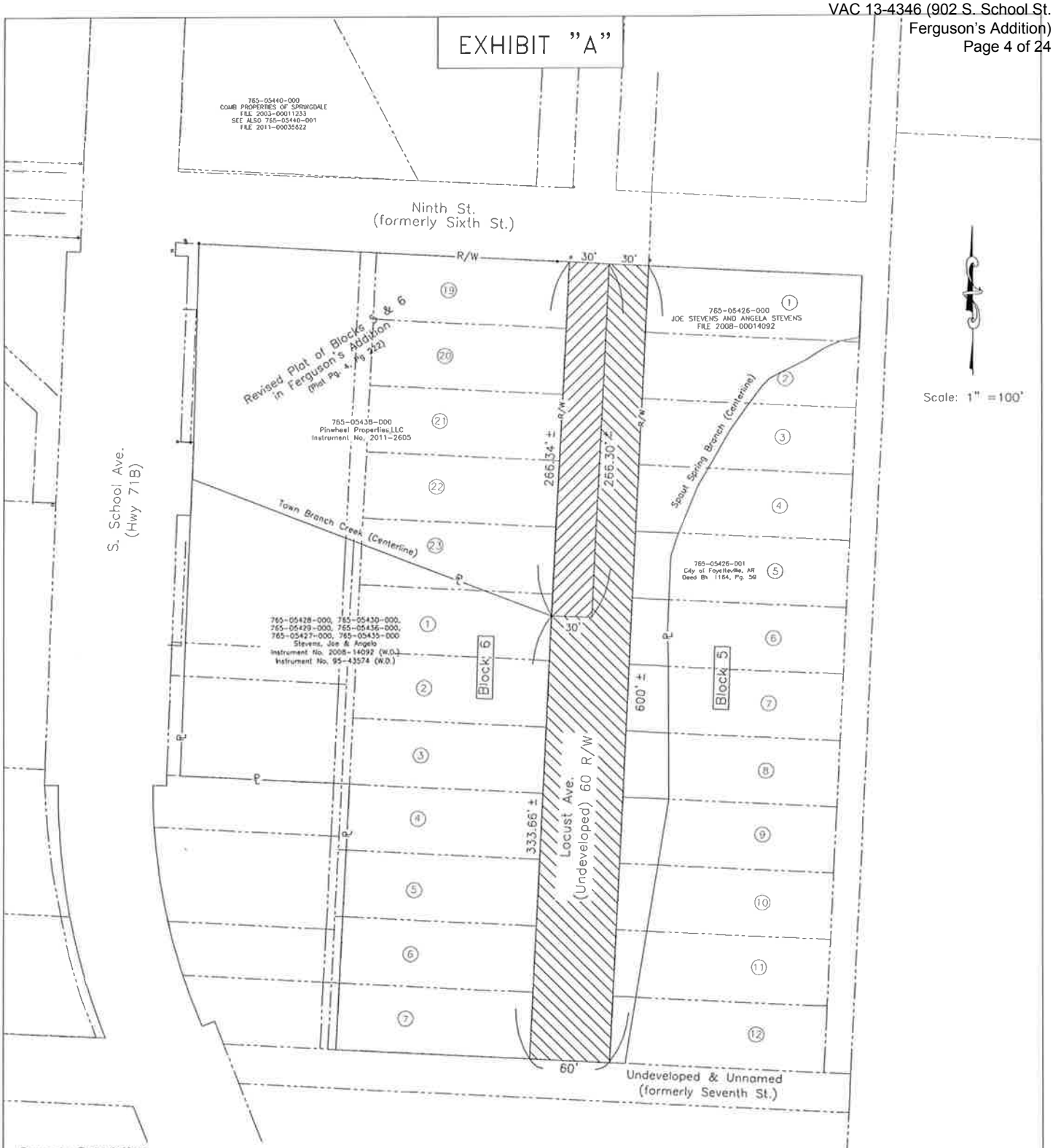
PASSED and **APPROVED** this day of , 2013.

APPROVED: ATTEST:

By: _____ By: _____

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

EXHIBIT "A"



Property Description:

That portion of a undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

Reverts Ownership to Stevens, Joe & Angela

Reverts Ownership to Pinwheel Properties, LLC

Fayetteville
ARKANSAS

EXHIBIT "B"
VAC 13-4346

THAT PORTION OF THE UNDEVELOPED 60' RIGHT-OF-WAY KNOWN AS LOCUST AVENUE BEING BOUNDED ON THE NORTH BY THE SOUTHERLY RIGHT-OF-WAY OF SIXTH STREET (NOW KNOWN AS NINTH STREET) AND BOUNDED ON THE SOUTH BY THE NORTHERLY RIGHT-OF-WAY OF SEVENTH STREET (NOW UNNAMED AND UNDEVELOPED) AS PER THE REVISED PLAT OF BLOCKS 5 & 6 IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE PER PLAT BOOK 4, PAGE 222 AS RECORDED WITH THE CIRCUIT CLERK OF WASHINGTON COUNTY, ARKANSAS.

Fayetteville
ARKANSAS

PC Meeting of April 22, 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
THRU: Jeremy Pate, Development Services Director
DATE: ~~April 15, 2013~~ *Updated April 23, 2013*

VAC 13-4346: Vacation (902 S. SCHOOL ST./FERGUSON'S ADDITION, 562): Submitted by CITY STAFF for properties located around 902 SOUTH SCHOOL STREET. The property is zoned DG, DOWNTOWN GENERAL. The request is to vacate a 60 foot right-of-way. Planner: Andrew Garner

Findings:

Property: The subject property is undeveloped right-of-way for Locust Street, between Seventh Street and Ninth Street, east of South School Avenue. The right-of-way is 60 feet wide and approximately 600 in length. The property contains the confluence of two creeks, Spout Spring Branch and Tanglewood Branch, and is almost entirely within floodplain of those creeks. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single family residence	DG, Downtown General
South	Undeveloped alley/City Lumber	DG, Downtown General
East	Undeveloped floodplain/Walker Park	P-1, Institutional; DG, Downtown General
West	Undeveloped property/used car sales	DG, Downtown General

Background: The City is in the design and construction process of a multi-use trail connection from the existing Frisco Trail, which ends at Martin Luther King Boulevard, south to Walker Park. The property is in the vicinity of the trail connection and the City proposes to vacate this undeveloped right-of-way for the two adjacent private property owners in an effort to facilitate the trail connection through a portion of their property.

Request: The applicant's request is to vacate the undeveloped right-of-way for Locust Avenue as indicated on the submitted exhibit.

Easement Vacation Approval: The applicant has submitted the required right-of-way vacation

forms to the City Utilities Department, franchise utilities, and the two adjacent private property owners with no objections.

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

CITY OF FAYETTEVILLE:	RESPONSE
Water/Sewer	No objections
Transportation	No objections
Solid Waste	No objections

ADJACENT PROPERTY OWNER:	RESPONSE
Pinwheel Properties, LLC	No objections
Joe Stevens and Angela Stevens	No objections

Public Comment: No public comment has been received.

Recommendation: The undeveloped right-of-way for Locust Street is encompassed with creeks and floodplain. A street connection is not feasible in this location and it is appropriate to vacate this right-of-way and let it revert to the adjacent property owners. Staff recommends forwarding **VAC 13-4346** to the City Council with a recommendation for approval subject to the following conditions:

1. The City shall retain a water and sewer easement for the entire 60-foot right-of-way width for the entire length of the property that is being vacated.
2. A formal Petition to Vacate the right-of-way and an Abstractor's Certificate of Ownership shall be provided in accordance with UDC Section 171.05.

CITY COUNCIL ACTION: Required
PLANNING COMMISSION ACTION: Required
Planning Commission Action: **X Forwarded** ☐ **Denied** ☐ **Tabled**

Date: April 22, 2013
Motion: Cook
Second: Chesser
Vote: 9-0-0
Notes: On consent agenda

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www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

April 17, 2013

City of Fayetteville Planning Commission
113 W. Mountain St.
Fayetteville, AR 72701

Re: 13-4346 VAC Ferguson's Addition (Locust Street)

Dear Planning Commissioners:

The City of Fayetteville is in the final steps to proceed with construction of the Frisco Trail Southern Extension connecting Frisco Trail south to Walker Park. Near the trail connection to Walker Park south of Ninth Street, there is an undeveloped 60 foot wide right of way for Locust Avenue that is not planned to be extended. The new trail will cross two properties adjacent to the undeveloped right of way and the owners have requested the City vacate the right of way in exchange for the multi-use trail easements. The multi-use trail easements have been signed by the property owners and letters of support have been included. All utility companies have been contacted and the only comment was from the City Water/Sewer department to request a Water/Sewer easement to remain over the entire 60 foot right of way.

Sincerely,

Chr Brown for

Matt Mihalevich
Trails Coordinator

PETITION TO VACATE A RIGHT-OF-WAY LOCATED IN REVISED PLAT OF BLOCKS 5 & 6 IN FERGUSON'S ADDITION, CITY OF FAYETTEVILLE, ARKANSAS

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

I, the undersigned, being a City of Fayetteville staff member, petition to vacate a right-of-way which is described as follows:

That portion of the undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unnamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

That the real estate affected by said abandonment of the Locust Avenue right-of-way has not been used by the public for a period of many years for right-of-way, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described right-of-way.

The petitioner prays that the City of Fayetteville, Arkansas, abandons and vacates the above described real estate, subject, however, to the existing water and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

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

WHEREFORE, the undersigned petitioner respectfully prays that the governing body of the City of Fayetteville, Arkansas, abandons and vacates the above described real estate, subject to said water and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the public for the use of said right-of-way.

Dated this 4 day of APRIL, 2013.

MATT MIHALEVICH
Printed Name

Signature

EXHIBIT "A"

Property Description:

That portion of a undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

Reverts Ownership to Stevens, Joe & Angela

Reverts Ownership to Pinwheel Properties, LLC

Fayetteville
ARKANSAS

Fayetteville
ARKANSAS

Frisco Trail Southern Extension
Stevens Property Exhibit

0 40 80

February 2013

UTILITY APPROVAL FORM

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

DATE: 2-25-2013

UTILITY COMPANY: AT&T / SWBT

APPLICANT NAME: City of Fayetteville APPLICANT PHONE: 479-444-3416

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

Landscape (sidewalk) Easement

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

Alley

X Street right-of-way

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

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

902 & 1020 S. School Ave. – Locust Avenue south of Ninth Street

That portion of the undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unnamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

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

X No objections provided the following conditions are met:

RELOCATION OF ANY EXISTING AT/SWBT FACILITIES WILL BE @ THE PROPERTY OWNER'S EXPENSE

Susan K Clouser
Signature of Utility Company Representative

OSP DESIG ENGINEER
Title

UTILITY APPROVAL FORM

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

DATE: 2-25-2013

UTILITY COMPANY: Ozarks Electric

APPLICANT NAME: City of Fayetteville APPLICANT PHONE: 479-444-3416

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

Landscape (sidewalk) Easement

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

Alley

X Street right-of-way

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

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

902 & 1020 S. School Ave. – Locust Avenue south of Ninth Street

That portion of the undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unnamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

UTILITY COMPANY COMMENTS:

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

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

No objections provided the following conditions are met:

Signature of Utility Company Representative

Lead Staking Tech

Title

UTILITY APPROVAL FORM

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

DATE: 2-25-2013

UTILITY COMPANY: Cox Communications

APPLICANT NAME: City of Fayetteville APPLICANT PHONE: 479-444-3416
REQUESTED VACATION (***applicant must check all that apply***):

Landscape (sidewalk) Easement

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

Alley

X Street right-of-way

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

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

902 & 1020 S. School Ave. – Locust Avenue south of Ninth Street

That portion of the undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unnamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

UTILITY COMPANY COMMENTS:

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

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

No objections provided the following conditions are met:

Signature of Utility Company Representative

Construction Planner III NWA
Title

UTILITY APPROVAL FORM

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

DATE: 2-25-2013

UTILITY COMPANY: Solid Waste + Recycling

APPLICANT NAME: City of Fayetteville APPLICANT PHONE: 479-444-3416

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

Landscape (sidewalk) Easement

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

Alley

X Street right-of-way

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

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

902 & 1020 S. School Ave. – Locust Avenue south of Ninth Street

That portion of the undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unnamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

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

No objections provided the following conditions are met:

Brian Pugh
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM

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

DATE: 2-25-2013

UTILITY COMPANY: Source Gas

APPLICANT NAME: City of Fayetteville APPLICANT PHONE: 479-444-3416

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

Landscape (sidewalk) Easement

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

Alley

X Street right-of-way

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

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

902 & 1020 S. School Ave. – Locust Avenue south of Ninth Street

That portion of the undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unnamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

UTILITY COMPANY COMMENTS:

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

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

No objections provided the following conditions are met:

Signature of Utility Company Representative

Field Coordinator

Title

UTILITY APPROVAL FORM

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

DATE: 2-25-2013

UTILITY COMPANY: CITY OF FAYETTEVILLE - TRANSPORTATION

APPLICANT NAME: City of Fayetteville APPLICANT PHONE: 479-444-3416

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

Landscape (sidewalk) Easement

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

Alley

X Street right-of-way

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

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

902 & 1020 S. School Ave. – Locust Avenue south of Ninth Street

That portion of the undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unnamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

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

No objections provided the following conditions are met:

Signature of Utility Company Representative

ASST. TRANSPORTATION MANAGER

Title

UTILITY APPROVAL FORM

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

DATE: 2-25-2013

UTILITY COMPANY: AEP-SWEPCO

APPLICANT NAME: City of Fayetteville APPLICANT PHONE: 479-444-3416

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

Landscape (sidewalk) Easement

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

Alley

X Street right-of-way

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

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

902 & 1020 S. School Ave. – Locust Avenue south of Ninth Street

That portion of the undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unnamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

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

No objections provided the following conditions are met:

Signature of Utility Company Representative

Dist. Engineer

Title

UTILITY APPROVAL FORM

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

DATE: 2-25-2013

UTILITY COMPANY: City of Fayetteville Water and Sewer

APPLICANT NAME: City of Fayetteville APPLICANT PHONE: 479-444-3416

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

Landscape (sidewalk) Easement

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

Alley

X Street right-of-way

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

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

902 & 1020 S. School Ave. – Locust Avenue south of Ninth Street

That portion of the undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unnamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

UTILITY COMPANY COMMENTS:

No objections to the vacation(s) described above.

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

The City shall retain a water and sewer easement for the entire 60' right of way width for the entire length.

No objections provided the following conditions are met:

Signature of Utility Company Representative

Utilities Engineer

Title

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 3-6-2013

Address / location of vacation: Locust Ave. and Ninth Street

Adjacent property address: 902 S. School Ave.

Lot: 1-23 & 1-12 Block: 5 & 6 Subdivision: Ferguson's Addition

REQUESTED VACATION:

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

That portion of the undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unnamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☑ I *do not object* to the vacation described above.

☐ I *do object* to the requested vacation because:

Frisco Trail Southern Extension
Project Name

Pinwheel Properties, LLC
Name of Adjacent Property Owner *(printed)*

Signature of Adjacent Property Owner

City of Fayetteville
Applicant Name

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 3-6-2013

Address / location of vacation: Locust Ave. and Ninth Street

Adjacent property address: 1020 S. School Ave.

Lot: 1-23 & 1-12 Block: 5 & 6 Subdivision: Ferguson's Addition

REQUESTED VACATION:

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

That portion of the undeveloped 60' right-of-way known as Locust Avenue being bounded on the North by the Southerly right-of-way of Sixth Street (now known as Ninth Street) and bounded on the South by the Northerly right-of-way of Seventh Street (now unnamed and undeveloped) as per the Revised Plat of Blocks 5 & 6 in Ferguson's Addition to the City of Fayetteville per Plat Book 4, Page 222 as recorded with the Circuit Clerk of Washington County, Arkansas.

ADJACENT PROPERTY OWNERS COMMENTS:

I have been notified of the requested vacation and decline to comment.

I *do not object* to the vacation described above. ✓

I *do object* to the requested vacation because:

Frisco Trail Southern Extension
Project Name

Joe Stevens and Angela Stevens Angela Stevens
Name of Adjacent Property Owner *(printed)*

Signature of Adjacent Property Owner

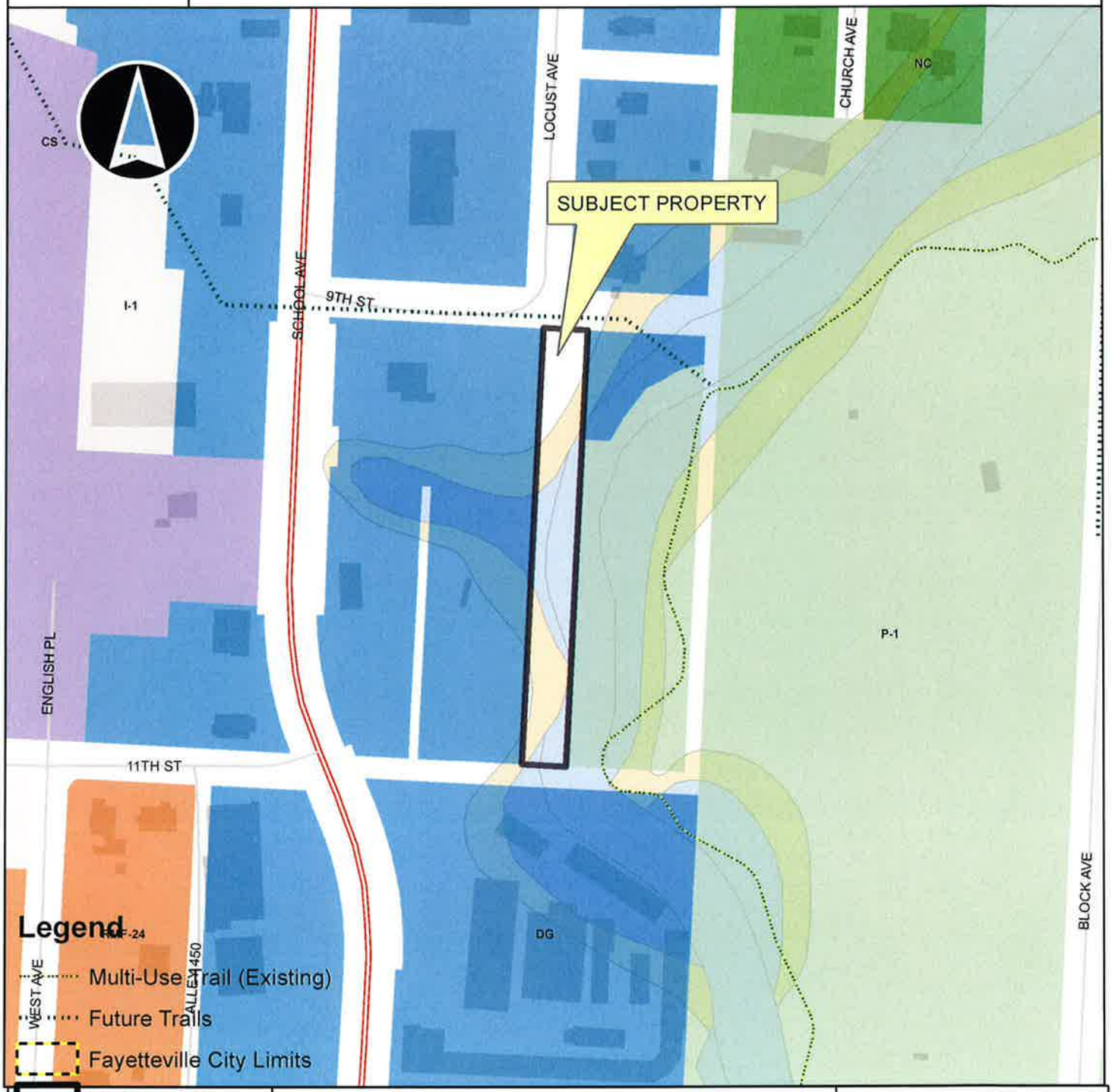
City of Fayetteville
Applicant Name

PUTMAN ST
ALLEY 133
ROCK ST
EAST AVE
BULLDOG BLVD
BUCHANAN AVE
DUNCAN AVE
ALLEY 729
HILL AVE
ALLEY 633
UNIVERSITY AVE
GREGG AVE
WEST AVE
ALLEY 417
LOCUST AVE
CHURCH AVE
ARCHIBALD YELL BLVD
SOUTH ST
4TH ST
PRAIRIE ST
5TH ST
PRIVATE 421
MARTIN LUTHER KING BLVD
COLLEGE AVE
GOVERNMENT AVE
WYNSTONE DR
ALLEY 799
7TH ST
BLOCK AVE
SCHOOL AVE
9TH ST
BILTMORE DR
ROYAL OAK PKWY
BACARDI AVE
PUBLIC 987
Project Area
DUNN AVE
ENGLISH PL
11TH ST
Legend
Muti-Use Trail (Existing)
Future Trails
NORTH
1 inch = 500 feet
0 125 250 375 500
Feet

VAC13-4346

Close Up View

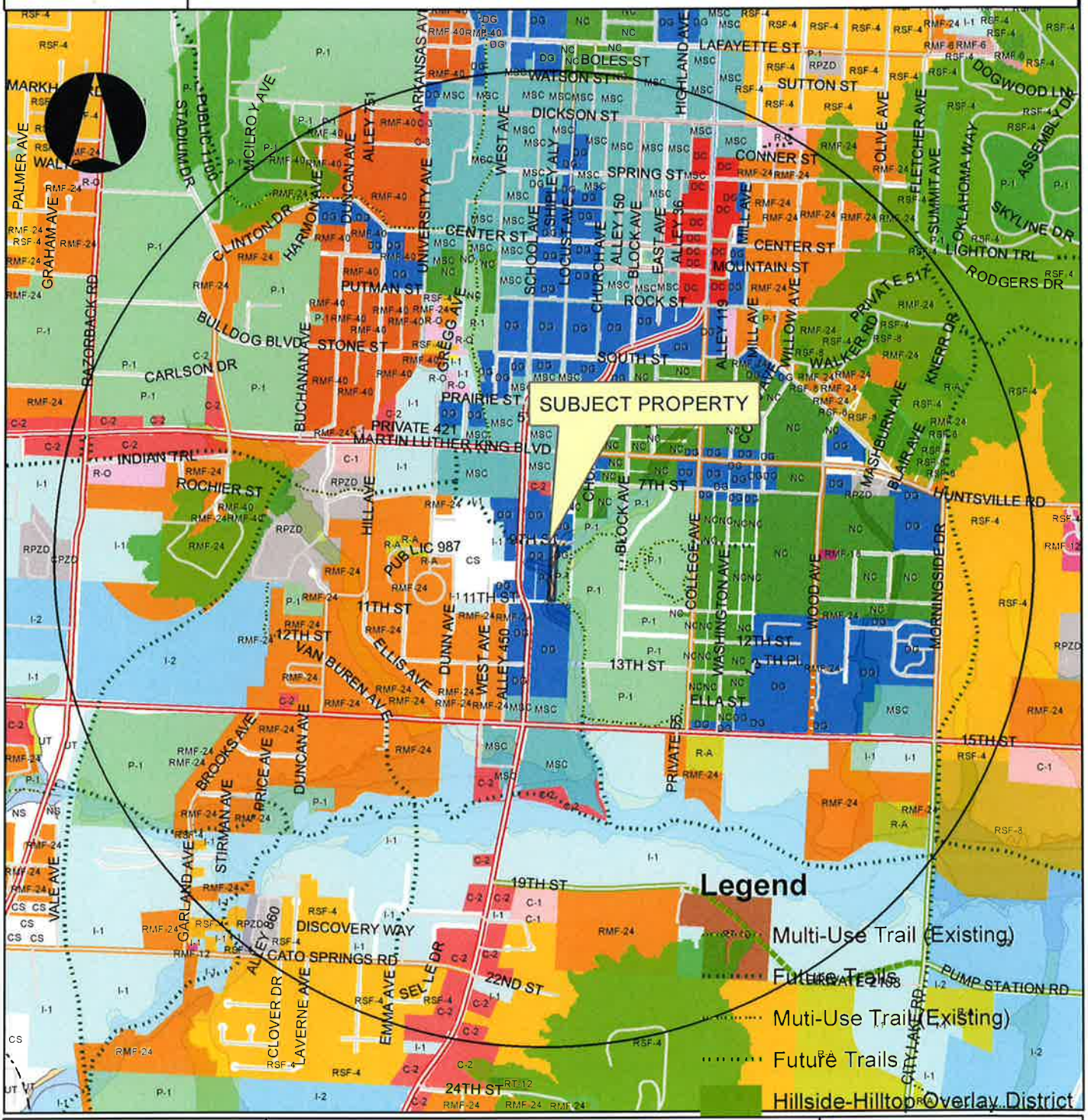
FERGUSON'S ADDITION



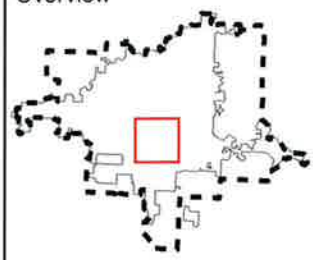
VAC13-4346

One Mile View

FERGUSON'S ADDITION



Overview



Legend

Subject Property

VAC13-4346

Boundary

VAC13-4346

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Jeremy Pate	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

ADM 13-4353: (URBAN OR "FORM-BASED" CODE AMENDMENTS): Submitted by CITY PLANNING STAFF. The request is to amend Chapters 151, 161, 164 and 172 to clarify build-to zone requirements, modify building height in certain zoning districts, and provide design requirements for auto-oriented commercial facilities.

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 — Date 04-26-2013

City Attorney — Date 5/1/13

Finance and Internal Services Director — Date 5-2-2013

Chief of Staff — Date 5-2-13

Mayor — Date 5/6/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 04-25-13 P01:37 RCVD

Received in Mayor's Office ENTERED 5/1/13

Comments:

Fayetteville ARKANSAS
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

From: Jeremy Pate, Development Services Director

Date: April 24, 2013

Subject: ADM 13-4353: UDC Amendment: Form-based codes

RECOMMENDATION

Staff and the Planning Commission recommend approval of an ordinance to amend Chapters 151, 161, 164, and 172 of the Fayetteville Unified Developement Code to clarify and add flexibility to some of the form-based code development requirements and to provide more consistency across the zoning districts.

BACKGROUND

Various planning staff members have been working since August 2011 on amendments to the Unified Development Code to address the use and function of the form-based zoning districts and to clarify and add flexibility to some of these requirements. Now that we have seen several development projects utilize these standards, staff is able to better evaluate their strengths and weaknesses. When these form-based codes were adopted, staff committed to the Planning Commission and City Council that we would evaluate and bring back any issues for further consideration as needed. We have seen several of the standards clearly meet the intent and goals of the ordinance, and provide better, more meaningful public and private spaces as a result. However, some have not been as successful as intended. It is our intent to make this process clear and easy to implement so that the incentives of an administrative review process, albeit with higher design standards, remain attractive to property owners looking to rezone their property.

The following is a generalized list of the changes proposed:

Chapter 151: Definitions

- Amend the definition of "build to zone" and "minimum buildable street frontage"

Chapter 161: Zoning Districts

- Amend all of the multi-family zoning districts to restrict building height to 30' for structures built close (0' to 10') to the street. Buildings may have larger building heights once a 10' setback has been achieved, depending on the zoning district and stepback. This is to address numerous concerns with building height in close proximity to streets and sidewalks and to provide a "stepback" transition.

- Amend all of the multi-family zoning districts to have a build-to zone beginning at the right-of-way line. Currently these zoning districts have build-to zones that start at 10' from the right-of-way.
- Reduce the maximum building height in the RMF-6 and RMF-12 zoning districts from 60' to 45'. These are lower density multifamily zones often in close proximity to single family neighborhoods and staff feels this is a more appropriate building height.
- Amend setback requirements in multiple zoning districts to be consistent with conflicting standards such as the Urban Residential Design Standards and Landscape Requirements.
- Amend any district's reference to the number of building stories allowed as a maximum building height. We often have questions about why there is a building height AND a story height, and there's not a very good answer. These sections now refer to an ultimate height limitation measured in vertical feet and do not reference any number of stories.
- Amend the C-1 Zoning District to add a building height maximum, at 56 feet (there is not one currently).
- Amend the Neighborhood Conservation Zoning District to move "Two family dwellings" from a Permitted Use to a Conditional Use. Many of the Neighborhood Conservation Zoning District areas that have been submitted and approved have had Bills of Assurance attached to restrict the new development from becoming strictly duplex development. While still a very desirable urban single family zoning district, staff feels it could be used even more effectively and with adequate protections for adjoining neighborhoods by removing the provision allowing two-family dwellings permitted by right.

Chapter 164: Supplementary District Regulations

- Exempt accessory structures from meeting build-to zone requirements (storage sheds, detached garages, barns, etc).
- Add a new section (164.06) that addresses the requirements of the "Minimum Buildable Street Frontage" requirement of the form based zoning districts. This section specifically addresses how the calculation is determined for lots with one street frontage, through lots and corner lots. Additionally, any supplementary elements (such as walls, hedges, patios, decks, etc) that may count towards the Minimum Buildable Street Frontage requirement of the zoning district are included. This was added to provide relief for developers that can not meet the entire minimum percent required by the underlying zone, while retaining the urban form of the development.
- Create separate standards for auto-oriented facilities, and specifically for drive-in/thru facilities and fueling stations/convenience stores. Include design standards for fueling station canopies, if they are to be placed within a build-to zone, but also a setback, so that these large canopies are not directly adjacent to the street or sidewalk.
- Add an "exception" section for single family uses, existing site constraints, and interstate highway frontage and for developments that only use a portion of their lot at the time of development.

Chapter 172: Parking and Loading. Specifically, 172.04 Parking Lot design Standards

- Added language allowing parking lots to be located in the Build-to Zone subject to providing a masonry screen wall.

DISCUSSION

These amendments were heard at the March 25th, April 8th, and April 22, 2013 Planning Commission meetings, and a work session was held at the April 18th Agenda Session. On April 22, 2013 the Planning Commission voted 9-0-0 in favor of a recommendation of approval for ADM 13-4353.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTERS 151, 161, 164, AND 172 OF THE UNIFIED DEVELOPMENT CODE TO MODIFY CERTAIN STANDARDS WITHIN URBAN ZONING DISTRICTS, TO CLARIFY AND ADD FLEXIBILITY TO SOME OF THESE REQUIREMENTS, TO AMEND BUILDING HEIGHT REFERENCES AND ADD A MAXIMUM BUILDING HEIGHT TO THE C-1 ZONING DISTRICT, AND TO PROVIDE SUPPLEMENTAL DESIGN STANDARDS FOR AUTO-ORIENTED FACILITIES WITHIN THESE DISTRICTS.

WHEREAS, the utilization of urban or "form-based" zoning districts is a specific benchmark adopted by the City Council in Fayetteville's City Plan 2030 Future Land Use Plan; and

WHEREAS, in 2009 the City Council adopted new standards related to urban zoning districts that were to be applied city-wide; and

WHEREAS, the Unified Development Code should be amended from time to time to include a range of zoning districts and uses that meet the evolving needs and expectations of Fayetteville citizens, businesses, and land developers; and

WHEREAS, the City Planning staff has identified changes that will encourage the development of a "traditional town form" and "appropriate infill as our highest priority," at the proper scale and transition to surrounding properties.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends §151 **Definitions** of the Unified Development Code by repealing these definitions and enacting replacement definitions as shown below:

> *"Build-to Zone.* A build-to zone is a range of allowable distances from a street right-of-way in which a building or structure shall be constructed in order to create a moderately uniform line of buildings along the street.
>
> *Minimum buildable street frontage.* (Zoning). The minimum required percentage of a lot's street frontage, established by the underlying zoning district and measured in linear feet, that is met by constructing a portion or portions of the vertical side of a building or structure within the build-to zone, subject to Supplementary District Regulations. Buildings may be constructed outside of the build-to-zone after the minimum required percentage has been met."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends §161 **Zoning Districts** of the Unified Development Code as shown in Exhibit "A" attached hereto.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends §164.02 **Accessory Structures and Uses** of the Unified Development Code to add the following:

> "(4) Build-to zones. Accessory structures shall be exempt from meeting the requirements of the build-to zone in any zoning district."

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby adopts §164.06 **Minimum Buildable Street Frontage** as shown in Exhibit "B" attached hereto.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby amends §172.04 **Parking Lot Design Standards** of the Unified Development Code by repealing subsections "A" and "C" and enacting replacement sections "A" and "C" as shown below:

> "(A) *Maneuvering.* Parking lots shall be designated, maintained, and regulated so that no parking or maneuvering incidental to parking will encroach into the areas designated for sidewalks, streets, or required landscaping. Parking lots shall be designed so that parking and un-parking can occur without moving other vehicles, unless a valet service has been approved as part of the development plans. Vehicles shall exit the parking lot in a forward motion.
>
> (C) *Build-to zone.* A portion of a required parking lot may be located within the build-to zone, subject to the following:

(1) A parking lot located within the build-to zone shall be screened with a masonry screen wall between 32' and 42" in height and 50% opaque minimum.

(2) Parking lots that are located within the build-to zone shall comply with Chapter 177: Landscape Regulations, related to landscape setbacks.

(3) Off-site parking lots shall be prohibited from being located within the build-to zone."

PASSED and **APPROVED** this day of , 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CHAPTER 161: ZONING

161.10 District RT-12, Residential Two And Three Family

(A) *Purpose.* The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less

(D) *Bulk and area regulations.*

	Single-family	Two-family	Three-family
Lot width minimum	60 ft.	70 ft.	90 ft.
Lot area minimum	6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land area per dwelling unit	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	20 ft.

(F) *Building height regulations.*

Building height maximum	30/45 ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

Cross reference(s)--Variance, Ch. 156.

161.11 District RMF-6, Residential Multi-Family – Six Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use

	permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	6 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse: •Development •Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments: No bedrooms One bedroom Two or more bedrooms	 1,700 sq. ft. 1,700 sq. ft. 2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line	8 ft.	25 ft.

Cross reference(s)--Variances, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

161.12 District RMF-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse: Development Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments: No bedrooms One bedroom Two or more bedrooms	 1,700 sq. ft. 1,700 sq. ft. 2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

Cross reference(s)--Variances, Ch. 156

(F) *Building height regulations.*

Building Height Maximum	30/ 45 ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

161.13 District RMF-18, Residential Multi-Family – Eighteen Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	18 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse: Development Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured Home	3,000 sq. ft.
Apartments: No bedrooms One bedroom Two or more bedrooms	 1,700 sq. ft. 1,700 sq. ft. 2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

Cross reference(s) --Variances, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 25	Professional offices
Unit 24	Home occupations

Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses: Development Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments: No bedroom One bedroom Two bedroom	 1,700 sq. ft. 1,700 sq. ft. 2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45/60ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5079, 11-20-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

161.15 District RMF-40, Residential Multi-Family – Forty Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	40 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses: Development Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home park	3,000 sq. ft.
Townhouses & Apartments No bedroom One bedroom Two or more bedrooms	 1,000 sq. ft 1,000 sq. ft. 1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	20 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45/60 ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

161.16 Neighborhood Services

(A) *Purpose.* The Neighborhood Services district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses*

(1) *Permitted uses*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) Conditional uses

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes

(C) *Density.*

Units per acre	10 or less

(D) *Bulk and Area*

(1) *Lot width minimum*

Single-family	35 feet
Two-family	70 feet
Three or more	90 feet
All other uses	None

(2) *Lot area minimum.*

Single-family	4,000 sq. ft.
Two-family or more	3,000 sq. ft. of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback regulations*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building height regulations.*

Building Height Maximum	45 ft.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. 5312, 4-20-10)

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

(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	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	56 ft.*

*Any building which exceeds the height of 20 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 20 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. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10)

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density. None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	56 ft.

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10)

161.20 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities

Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	75 ft.*

*Any building which exceeds the height of 20 feet shall be set back from a 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(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; Ord. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; 5353, 9-7-10)

161.21 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) Permitted uses

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 41	Accessory Dwellings

Note: Any combination of above uses is permitted upon any lot within this zone.

Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) Lot width minimum

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) Lot area minimum
None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building height regulations.*

Building Height Maximum	56/84 ft.*

*A building or a portion of a building that is located between 10 and 15 ft. from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 84 feet.

Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5353, 9-7-10)

161.22 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
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 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.

(F) *Building height regulations.*

Building Height Maximum	56/84 ft.*

*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

161.23 Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 80% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56/168 ft.*

*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building

that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 168 feet.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

161.24 Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the *Main Street/Center*. The *Center* is more spatially compact and is more likely to have some attached buildings than *Downtown General* or *Neighborhood Conservation*. Multi-story buildings in the *Center* are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the *Main Street/Center*. The *Center* is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.

(2) *Lot area minimum.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 75% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56/84 ft.*

*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5042, 8-07-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10)

161.25 Downtown General

(A) *Purpose. Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a

mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes

(C) *Density. None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.

(2) *Lot area minimum.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 50% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56 ft.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5312, 4-20-10)

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	80 ft.
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.

(Ord. 5128, 4-15-08; Ord. 5312, 4-20-10

164.06 Minimum Buildable Street Frontage

(A) *Purpose.* The purpose of minimum buildable street frontage regulations is to ensure traditional town form by locating buildings and structures in the build-to zone adjacent to the street.

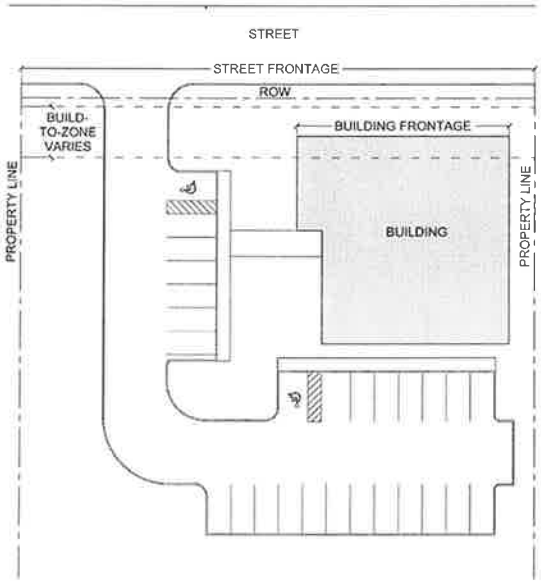
(B) *Lot with one street frontage.*

(1) Calculated by measuring the linear distance of the street adjacent to the lot and applying the minimum buildable street frontage requirement of the underlying zoning district.

(2) The minimum buildable street frontage requirement shall be met by locating the principal façade of the primary structure in the build-to zone.

(3) If the minimum buildable street frontage requirement cannot be met by locating the principal façade of the primary structure in the build-to zone, supplemental elements shall be required and shall not exceed 10% of the minimum buildable street frontage requirement.

Lot with One Frontage



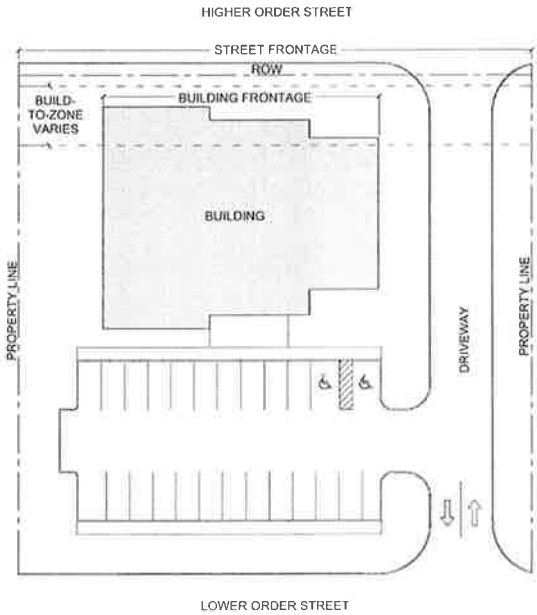
(C) *Through lot.*

(1) Calculated by measuring the linear distance of the higher functional classification street adjacent to the lot and applying the minimum buildable street frontage requirement of the underlying zoning district. When the two adjacent rights-of-way of a through lot are of an equal functional street classification, the applicable street frontage to be measured shall be established by the property owner.

(2) The minimum buildable street frontage requirement shall be met by locating the principal façade of the primary structure in the build-to zone measured for the purposes of a through lot.

(3) If the minimum buildable street frontage requirement cannot be met, supplemental elements shall be required and shall not exceed 10% of the minimum buildable street frontage requirement.

Through Lot



(D) *Corner Lot.*

(1) Calculated by summing the linear distance of two intersecting streets adjacent to the lot and applying the minimum buildable street frontage requirement of the underlying zoning district to the total.

2) The minimum buildable street frontage requirement shall be met by locating the principal façades of the primary structure in the build-to zone at the intersection of the two streets measured for the purposes of a corner lot.

(3) If the minimum buildable street frontage requirement cannot be met supplemental elements shall be required and shall not exceed 25% of the minimum buildable street frontage requirement.

Corner Lot

(E) *Standards for Auto-oriented facilities.* The intent of this section is to provide design standards for auto-oriented facilities in urban zoning districts. Auto-oriented developments such as fueling stations with convenience stores and drive-thru restaurants and banks utilize site development patterns that allocate a large percentage of the site area for vehicular movement and a necessarily smaller portion for the business structure. Urban zoning districts are designed to require traditional town form and the following standards are provided in an effort to achieve an improved development form for auto-oriented facilities.

(1) *Drive-thru facilities.*

(a) Auto-oriented developments that generate the majority of their business from a drive-in/drive-thru format shall make every effort but shall not be required to meet the minimum buildable street frontage requirement of the underlying zoning district.

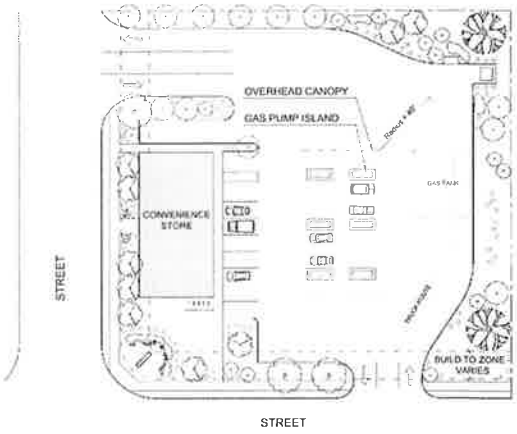
(b) These facilities shall locate the building's principal façade within the build-to zone. Supplemental elements shall be utilized to make up the remaining minimum buildable street frontage requirement for the development site.

(2) *Fueling stations with Convenience Stores.*

(a) These facilities shall locate the convenience store's principal façade within the build-to zone, but shall not have to meet the minimum buildable street frontage requirement of the underlying zoning district with the building. Supplemental elements shall be utilized to make up the remaining minimum buildable street frontage requirement for the development site.

(b) The preferred layout of a fueling station places the pumps near the rear of the lot while having the convenience store out in front near the street. This helps to highlight the building, shield the utilitarian pumps and canopy and pulls the curb cuts away from the intersection, creating safer and easier access.

Preferred Urban Layout



(c) *Fueling station canopy.*

(i) Fueling station canopies should be designed as an cohesive part of the station architecture whenever possible, and are encouraged to be integrated with the overall roof structure of the convenience store.

(ii) The canopy structure shall be set back a minimum of 20 feet from the master street plan right-of-way; pump islands, compressed air connections and similar equipment shall be set back a minimum of 25 feet

from the master street plan right-of-way line.

(iii) The canopy structure and supports shall be consistent with the design of the primary structure with respect to materials and design. Metal support columns must be clad (with brick, stone, wood etc) to aesthetically complement the primary structure and provide greater variety in materials, unless they are architecturally designed for aesthetic interest.

(iv) Canopy supports shall have a minimum width to height ratio of 1:10.

(v) Canopy height, as measured from the finished grade to the lowest point on the canopy fascia, shall not exceed 13'-9".

(vi) Canopy downspouts and related hardware shall be integrated into the structure to reduce visibility.

(vii) Canopy ceiling shall be textured or have a flat finish; glossy or highly reflective materials are not permitted.

(viii) Light fixtures mounted under canopies shall be completely recessed into the canopy with flat lenses that are translucent and completely flush with the bottom surface (ceiling) of the canopy. The sides (fascias) of the canopy shall extend at least 12 inches below the lens of the fixture to block the direct view of the light sources and lenses from adjacent property line. Lights shall not be mounted on the top or sides of the canopy.

(ix) When visible from the street, fueling station bays/pump islands shall be screened on the street side with articulated masonry walls 32"-42" in height, as least as wide as the pump island or bay; or

(x) A masonry screen wall 32"-42" in height shall be constructed between the drive aisle serving the fueling station pumps and the public sidewalk, within the build-to zone; or

(xi) A hedge row 32"-42" in height shall be installed between the drive aisle serving the fueling pumps and the public sidewalk, within the build-to zone, so long as a maintenance guarantee is provided that covers the installation and care of the hedge until it is grown to sufficient height and density to screen as intended.

(F) *Supplemental Elements.* A supplemental element that is utilized for meeting the minimum buildable street frontage requirement shall consist of at least one of the following, in addition to other required open spaces or pedestrian-oriented elements:

(1) A masonry screen wall between 32" and 42" in height constructed with materials similar to the principal structure and a 50% minimum opacity;

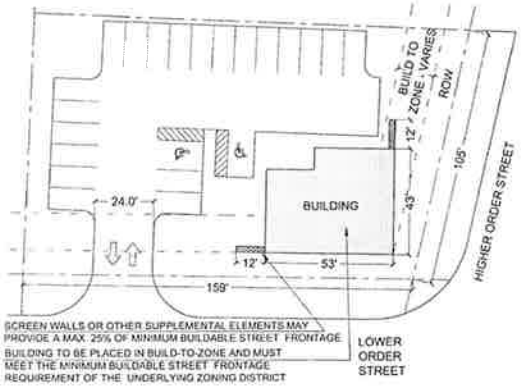
(2) Functional outdoor space with an overhead structure and a minimum depth of six feet, such as a porch, outdoor dining area or courtyard;

(3) A colonnade with a minimum depth of eight feet and a minimum height of 10 feet.

(4) Other similar features meeting the intent of this subsection, subject to the approval of the Zoning and Development Administrator.

Corner Lot Example

CALCULATE BY SUMMING THE LINEAR DISTANCE OF THE TWO INTERSECTING STREETS ADJACENT TO THE LOT, MINUS THE DRIVEWAY THROAT WIDTH.
THEN APPLY THE MINIMUM BUILDABLE STREET FRONTAGE OF THE UNDERLYING ZONING DISTRICT. IF THE UNDERLYING BUILDING FRONTAGE CANNOT BE MET, 25% MAY BE A SUPPLEMENTAL ELEMENT. SEE ORDINANCE FOR FURTHER INFORMATION.



(G) *Exceptions.*

(1) Single-family dwellings in all zoning districts shall be exempt from the minimum buildable street frontage requirement.

(2) Portions of a lot's build-to zone determined by the Zoning and Development Administrator to be un-buildable due to the minimum requirements of another ordinance or special regulation may be excepted from the linear street length used to calculate the minimum buildable street frontage requirement, including but not limited to: required setbacks, easements, significant topography, tree preservation, floodway and required driveway access dimensions.

(3) Street frontage onto an interstate highway shall be exempt from the minimum buildable street frontage percentage requirement.

(4) For developments on lots that only disturb a portion of the original lot, thereby leaving buildable area for future development, the Zoning Development Administrator may allow consideration of only the portion adjacent to the proposed development when calculating the minimum buildable street frontage. The remaining area may be excluded from the calculation.

ADM 13-4353
Form-based Code Amendments
Shown in ~~Strikethrough~~/Highlight

Chapter 151: Definitions Amendments

Build-to Zone. A build-to zone is a range of allowable distances from a street right-of-way in which a building or structure shall be constructed in order to create a moderately uniform line of buildings along the street.

Minimum buildable street frontage. (Zoning). The minimum required percentage of a ~~property's~~ lot's street frontage, established by the underlying zoning district and measured in linear feet, that is met by constructing a portion or portions of the vertical side of a building or structure within the build-to zone, subject to Supplementary District Regulations. Buildings may be constructed outside of the build-to-zone after the minimum required percentage has been met.

161.10 District RT-12, Residential Two And Three Family

(A) *Purpose.* The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less

(D) *Bulk and area regulations.*

	Single-family	Two-family	Three-family
Lot width minimum	60 ft.	70 ft.	90 ft.
Lot area minimum	6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land area per dwelling unit	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
~~The principal façade of a building shall be built within~~ ~~a~~ A build-to zone that is located between ~~10 feet~~ the front property line and a line 25 feet from the front property line.	8 ft.	20 ft.

(F) *Building height regulations.*

Building height maximum	~~45 ft.~~ 30/45 ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

Cross reference(s)--Variance, Ch. 156.

161.11 District RMF-6, Residential Multi-Family – Six Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	6 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse: •Development •Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments: No bedrooms One bedroom Two or more bedrooms	 1,700 sq. ft. 1,700 sq. ft. 2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
~~The principal façade of a building shall be built within a~~ A build-to zone that is located between ~~10 feet~~ the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

Cross reference(s)--Variances, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	~~60 ft.~~ 30/45 ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

]

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

161.12 District RMF-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse: Development Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments: No bedrooms One bedroom Two or more bedrooms	 1,700 sq. ft. 1,700 sq. ft. 2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
~~The principal façade of a building shall be built within a~~ A build-to zone that is located between ~~10 feet~~ the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

Cross reference(s)--Variances, Ch. 156

(F) *Building height regulations.*

Building Height Maximum	~~60 ft.~~ 30/ 45 ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

161.13 District RMF-18, Residential Multi-Family – Eighteen Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	18 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three and more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse: Development Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured Home	3,000 sq. ft.
Apartments: No bedrooms One bedroom Two or more bedrooms	 1,700 sq. ft. 1,700 sq. ft. 2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
~~The principal façade of a building shall be built within a~~ A build-to zone that is located between ~~10 feet~~ the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

Cross reference(s) --Variances, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

~~*Height regulations.*~~ Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 25	Professional offices
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses: Development Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedroom One bedroom Two bedroom	1,700 sq. ft. 1,700 sq. ft. 2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
~~The principal façade of a building shall be built within a~~ A build-to zone that is located between ~~10 feet~~ the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45/60ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5079, 11-20-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

161.15 District RMF-40, Residential Multi-Family – Forty Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	40 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses: Development Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home park	3,000 sq. ft.
Townhouses & Apartments No bedroom One bedroom Two or more bedrooms	 1,000 sq. ft 1,000 sq. ft. 1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
~~The principal façade of a building shall be built within a~~ A build-to zone that is located between ~~10 feet~~ the front property line and a line 25 feet from the front property line.	8 ft.	20 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	30/45/60 ft.*

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

~~*Height regulations.*~~ Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10)

161.16 Neighborhood Services

(A) *Purpose.* The Neighborhood Services district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses*

(1) *Permitted uses*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) Conditional uses

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes

(C) *Density.*

Units per acre	10 or less

(D) *Bulk and Area*

(1) *Lot width minimum*

Single-family	35 feet
Two-family	70 feet
Three or more	90 feet
All other uses	None

(2) *Lot area minimum.*

Single-family	4,000 sq. ft.
Two-family or more	3,000 sq. ft. of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback regulations*

Front:	~~The principal façade of a building shall be built within a~~ A build-to zone that is located between 10 ~~feet the front property line~~ and ~~a line 15~~ 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building height regulations.*

Building Height Maximum	45 ft.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. 5312, 4-20-10)

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

(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.~~ 15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	56 ft.*

~~*Height regulations.* There shall be no maximum height limits in C-1 District, provided, however, that~~ *Any building which exceeds the height of ~~10~~ 20 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~~ 20 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. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10)

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density. None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	~~The principal façade of a building shall be built within a~~ A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	56 ft.

~~*Height regulations.* Maximum height is 4 stories or 56 feet which ever is less~~.

(G) *Minimum buildable street frontage.* ~~65~~ 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10)

161.20 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	~~50 ft.~~ 15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	75 ft.*

~~*Height regulations.* In District C-2~~ *Any building which exceeds the height of 20 feet shall be set back from a boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. ~~No building shall exceed six stories or 75 feet in height.~~

(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(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-

98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; Ord. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; 5353, 9-7-10)

161.21 Urban Thoroughfare

(A) *Purpose*. The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) Permitted uses

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 41	Accessory Dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) Conditional uses

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) Lot width minimum

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) Lot area minimum
None

(E) *Setback regulations.*

Front:	~~The principal façade of a building shall be built within a~~ A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building height regulations.*

Building Height Maximum	56/84 ft.*

~~*Height regulations*~~. *A building or a portion of a building that is ~~closer than 15 feet~~ located between 10 and 15 ft. from the front property line or any master street plan right-of-way line shall have a maximum height of ~~4 stories or~~ 56 feet~~, whichever is less~~. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of ~~6 stories or~~ 84 feet~~, whichever is less~~.

Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5353, 9-7-10)

161.22 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
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 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.

~~(F) Height regulations. Maximum height is six stories or 84 feet whichever is less. Above four stories, there shall be a stepback of the building's principal façade of at least fifteen feet. The height shall be measured from the mean elevation of the finished grade or sidewalk at the frontage line, whichever is higher, to the eave of the roof or cornice for a building with a parapet.~~

(F) Building height regulations.

Building Height Maximum	56/84 ft.*

*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet

161.23 Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density*. None.

(D) *Bulk and area regulations*. None.

(E) *Setback regulations*.

Front	~~The principal façade of a building shall be built within a~~ A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage*. 80% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56/168 ft.*

~~*Height regulations*. Maximum height is 12 stories or 168 feet which ever is less.~~ *A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 168 feet.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

161.24 Main Street/Center

(A) *Purpose*. A greater range of uses is expected and encouraged in the *Main Street/Center*. The *Center* is more spatially compact and is more likely to have some attached buildings than *Downtown General* or *Neighborhood Conservation*. Multi-story buildings in the *Center* are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the *Main Street/Center*. The *Center* is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density*. None.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.

(2) *Lot area minimum.* None.

(E) *Setback regulations.*

Front	~~The principal façade of a building shall be built within a~~ A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage*. 75% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56/84 ft.*

~~*Height Regulations*~~. *A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of ~~4 stories or~~ 56 feet, ~~whichever is less~~. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of ~~6 stories or~~ 84 feet. ~~which ever is less~~.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5042, 8-07-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10)

161.25 Downtown General

(A) *Purpose. Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes

(C) *Density. None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.

(2) *Lot area minimum.* None.

(E) *Setback regulations.*

Front	~~The principal façade of a building shall be built within a~~ A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 50% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56 ft.

~~*Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.~~

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5312, 4-20-10)

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
~~Unit 9~~	~~Two-family dwellings~~
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	80 ft.
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	~~The principal façade of a building shall be built within a~~ A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) ~~*Minimum buildable street frontage.* 40% of lot width.~~

(G) *Building height regulations.*

Building Height Maximum	45 ft.

~~*Height regulations.* Maximum height is 3 stories or 45 feet which ever is less.~~

(Ord. 5128, 4-15-08; Ord. 5312, 4-20-10

164.02 Accessory Structures And Uses

Accessory Structures And Uses. Accessory structures and uses shall be subject to the applicable use conditions set forth in Zoning, Chapters 160 through 165, and to the following general conditions:

(A) *Accessory structures.*

(1) *When erected.* No accessory structure shall be erected on any property prior to the construction of the principal structure, UNLESS such accessory structure shall have been approved by the Planning Commission as a conditional use. An approved accessory structure erected prior to the principal structure shall not be inhabited.

(2) *Integral part of principal structure.* An accessory structure erected as an integral part of the principal structure shall be made structurally a part thereof, shall have a common wall therewith, and shall comply in all respects with the requirements of the building code applicable to the principal structure.

(3) *Height and Setback Restrictions.* Accessory structures ten (10) feet or less in height shall maintain a minimum side setback of three (3) feet and a minimum rear setback of five (5) feet from the property lines. Accessory structures greater than ten (10) feet in height shall meet the setback requirements of the zoning district in which it is located. All accessory structures shall conform to the front setbacks of the zoning district in which is it located.

(4) *Build-to zones.* Accessory structures shall be exempt from meeting the requirements of the build-to zone in any zoning district.

(5) *Size of accessory structure(s).* An accessory structure(s) shall be 50% or less of the size of the principal structure. Any accessory structure(s) requested that is greater than 50% the size of the principal structure shall be allowed only as a conditional use and shall be granted in accordance with §163, governing applications of conditional use procedures; and upon the finding that the requested structure is designed to be compatible with the principal structure on the property and those on surrounding properties. Accessory structures that exceed 50% of the size of the principal structure shall meet the setback requirements of the zoning district in which it is located.

(B) *Swimming pools.* Swimming pools shall not be located in any required front setback.

164.06 Minimum Buildable Street Frontage

(A) *Purpose.* The purpose of minimum buildable street frontage regulations is to ensure traditional town form by locating buildings and structures in the build-to zone adjacent to the street.

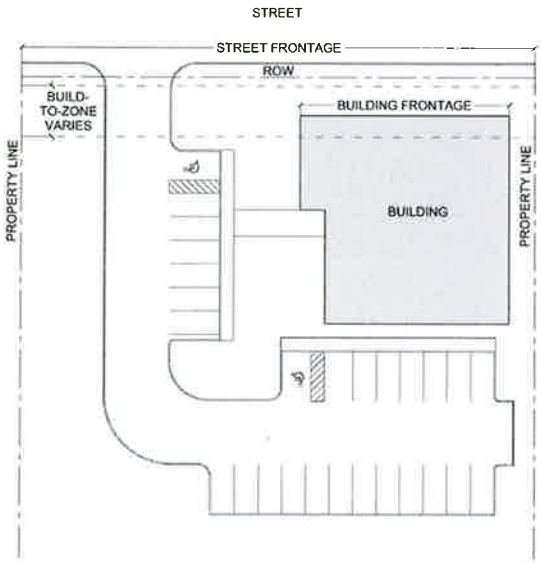
(B) *Lot with one street frontage.*

(1) Calculated by measuring the linear distance of the street adjacent to the lot and applying the minimum buildable street frontage requirement of the underlying zoning district.

(2) The minimum buildable street frontage requirement shall be met by locating the principal façade of the primary structure in the build-to zone.

(3) If the minimum buildable street frontage requirement cannot be met by locating the principal façade of the primary structure in the build-to zone, supplemental elements shall be required and shall not exceed 10% of the minimum buildable street frontage requirement.

Lot with One Frontage



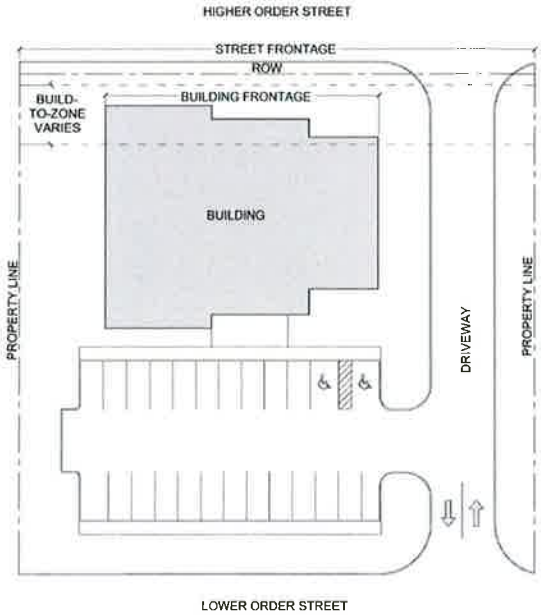
(C) *Through lot.*

(1) Calculated by measuring the linear distance of the higher functional classification street adjacent to the lot and applying the minimum buildable street frontage requirement of the underlying zoning district. When the two adjacent rights-of-way of a through lot are of an equal functional street classification, the applicable street frontage to be measured shall be established by the property owner.

(2) The minimum buildable street frontage requirement shall be met by locating the principal façade of the primary structure in the build-to zone measured for the purposes of a through lot.

(3) If the minimum buildable street frontage requirement cannot be met, supplemental elements shall be required and shall not exceed 10% of the minimum buildable street frontage requirement.

Through Lot



(D) *Corner Lot.*

(1) Calculated by summing the linear distance of two intersecting streets adjacent to the lot and applying the minimum buildable street frontage requirement of the underlying zoning district to the total.

2) The minimum buildable street frontage requirement shall be met by locating the principal façades of the primary structure in the build-to zone at the intersection of the two streets measured for the purposes of a corner lot.

(3) If the minimum buildable street frontage requirement cannot be met supplemental elements shall be required and shall not exceed 25% of the minimum buildable street frontage requirement.

Corner Lot

(E) *Standards for Auto-oriented facilities.* The intent of this section is to provide design standards for auto-oriented facilities in urban zoning districts. Auto-oriented developments such as fueling stations with convenience stores and drive-thru restaurants and banks utilize site development patterns that allocate a large percentage of the site area for vehicular movement and a necessarily smaller portion for the business structure. Urban zoning districts are designed to require traditional town form and the following standards are provided in an effort to achieve an improved development form for auto-oriented facilities.

(1) *Drive-thru facilities.*

(a) Auto-oriented developments that generate the majority of their business from a drive-in/drive-thru format shall make every effort but shall not be required to meet the minimum buildable street frontage requirement of the underlying zoning district.

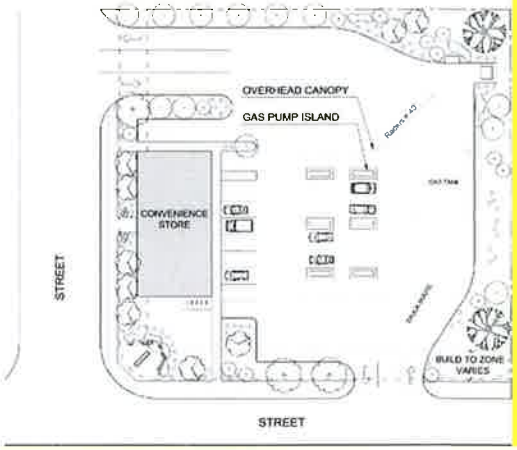
(b) These facilities shall locate the building's principal façade within the build-to zone. Supplemental elements shall be utilized to make up the remaining minimum buildable street frontage requirement for the development site.

(2) *Fueling stations with Convenience Stores.*

(a) These facilities shall locate the convenience store's principal façade within the build-to zone, but shall not have to meet the minimum buildable street frontage requirement of the underlying zoning district with the building. Supplemental elements shall be utilized to make up the remaining minimum buildable street frontage requirement for the development site.

(b) The preferred layout of a fueling station places the pumps near the rear of the lot while having the convenience store out in front near the street. This helps to highlight the building, shield the utilitarian pumps and canopy and pulls the curb cuts away from the intersection, creating safer and easier access.

Preferred Urban Layout



(c) *Fueling station canopy.*

(i) Fueling station canopies should be designed as an cohesive part of the station architecture whenever possible, and are encouraged to be integrated with the overall roof structure of the convenience store.

(ii) The canopy structure shall be set back a minimum of 20 feet from the master street plan right-of-way; pump islands, compressed air connections and similar equipment shall be set back a minimum of 25 feet

from the master street plan right-of-way line.

(iii) The canopy structure and supports shall be consistent with the design of the primary structure with respect to materials and design. Metal support columns must be clad (with brick, stone, wood etc) to aesthetically complement the primary structure and provide greater variety in materials, unless they are architecturally designed for aesthetic interest.

(iv) Canopy supports shall have a minimum width to height ratio of 1:10.

(v) Canopy height, as measured from the finished grade to the lowest point on the canopy fascia, shall not exceed 13'-9".

(vi) Canopy downspouts and related hardware shall be integrated into the structure to reduce visibility.

(vii) Canopy ceiling shall be textured or have a flat finish; glossy or highly reflective materials are not permitted.

(viii) Light fixtures mounted under canopies shall be completely recessed into the canopy with flat lenses that are translucent and completely flush with the bottom surface (ceiling) of the canopy. The sides (fascias) of the canopy shall extend at least 12 inches below the lens of the fixture to block the direct view of the light sources and lenses from adjacent property line. Lights shall not be mounted on the top or sides of the canopy.

(ix) When visible from the street, fueling station bays/pump islands shall be screened on the street side with articulated masonry walls 32"-42" in height, as least as wide as the pump island or bay; or

(x) A masonry screen wall 32"-42" in height shall be constructed between the drive aisle serving the fueling station pumps and the public sidewalk, within the build-to zone; or

(xi) A hedge row 32"-42" in height shall be installed between the drive aisle serving the fueling pumps and the public sidewalk, within the build-to zone, so long as a maintenance guarantee is provided that covers the installation and care of the hedge until it is grown to sufficient height and density to screen as intended.

(F) *Supplemental Elements*. A supplemental element that is utilized for meeting the minimum buildable street frontage requirement shall consist of at least one of the following, in addition to other required open spaces or pedestrian-oriented elements:

(1) A masonry screen wall between 32" and 42" in height constructed with materials similar to the principal structure and a 50% minimum opacity;

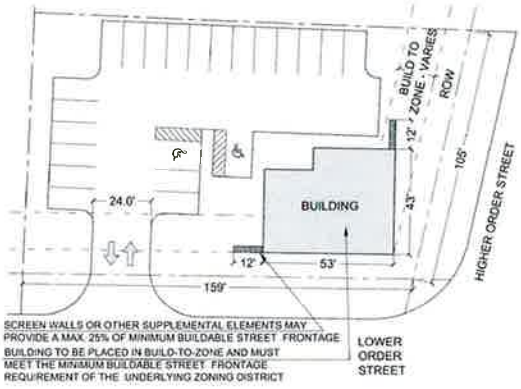
(2) Functional outdoor space with an overhead structure and a minimum depth of six feet, such as a porch, outdoor dining area or courtyard;

(3) A colonnade with a minimum depth of eight feet and a minimum height of 10 feet.

(4) Other similar features meeting the intent of this subsection, subject to the approval of the Zoning and Development Administrator.

Corner Lot Example

CALCULATE BY SUMMING THE LINEAR DISTANCE OF THE TWO INTERSECTING STREETS ADJACENT TO THE LOT, MINUS THE DRIVEWAY THROAT WIDTH.
THEN APPLY THE MINIMUM BUILDABLE STREET FRONTAGE OF THE UNDERLYING ZONING DISTRICT. IF THE UNDERLYING BUILDING FRONTAGE CANNOT BE MET, 25% MAY BE A SUPPLEMENTAL ELEMENT. SEE ORDINANCE FOR FURTHER INFORMATION.



(G) *Exceptions.*

(1) Single-family dwellings in all zoning districts shall be exempt from the minimum buildable street frontage requirement.

(2) Portions of a lot's build-to zone determined by the Zoning and Development Administrator to be un-buildable due to the minimum requirements of another ordinance or special regulation may be excepted from the linear street length used to calculate the minimum buildable street frontage requirement, including but not limited to: required setbacks, easements, significant topography, tree preservation, floodway and required driveway access dimensions.

(3) Street frontage onto an interstate highway shall be exempt from the minimum buildable street frontage percentage requirement.

(4) For developments on lots that only disturb a portion of the original lot, thereby leaving buildable area for future development, the Zoning Development Administrator may allow consideration of only the portion adjacent to the proposed development when calculating the minimum buildable street frontage. The remaining area may be excluded from the calculation.

172.04 Parking Lot Design Standards

(See: Illustration: Parking Dimension Factors)

(A) *Maneuvering.* Parking lots shall be designated, maintained, and regulated so that no parking or maneuvering incidental to parking will encroach into the areas designated for sidewalks, streets, or required landscaping. ~~except as provided for in §172.07(B)(2).~~ Parking lots shall be designed so that parking and un-parking can occur without moving other vehicles, unless a valet service has been approved as part of the development plans. Vehicles shall exit the parking lot in a forward motion.

(B) *Pedestrian access.* Pedestrian access shall be provided from the street to the entrance of the structure by way of designated pathway or sidewalk.

(C) *Build-to zone.* ~~No portion of any parking lot shall be located in a build-to zone.~~ A portion of a required parking lot may be located within the build-to zone, subject to the following:

(1) A parking lot located within the build-to zone shall be screened with a masonry screen wall between 32' and 42" in height and 50% opaque minimum.

(2) Parking lots that are located within the build-to zone shall comply with Chapter 177: Landscape Regulations, related to landscape setbacks.

(3) Off-site parking lots shall be prohibited from being located within the build-to zone.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

G. Tabor	Patrol	Police
Submitted By	**Division**	**Department**

Action Required:

Approval of the 2013 COPS Hiring Program grant application to fund three (3) police officers to be assigned to the Fayetteville Public Schools for a period of up to four (4) years for a total project amount of $723,494. COPS Hiring Grant will fund $375,000 while Local Match requirements will be $348,494. Local match requirements to be split proportionately between the Fayetteville Public Schools and City of Fayetteville.

$ 723,494.00	$ -	COPS Hiring Grant
Cost of this request	Category / Project Budget	Program Category / Project Name
1010-2920-5120.00	$ -	Grant
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	General
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date 5-3-13

City Attorney — Date 5-3-13

Finance and Internal Services Director — Date 5-6-2013

Chief of Staff — Date 5-6-13

Mayor — Date 5/7/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 05-03-13 A11:59 RCVD King.

Received in Mayor's Office ENTERED 5/3/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Police Chief

Date: May 3, 2013

Subject: **Approval of Grant Application to 2013 COPS Hiring Program**

PROPOSAL:

The 2013 COPS Hiring Program (CHP) is a competitive grant program that provides funding for three (3) years directly to law enforcement agencies to create and preserve jobs and to increase their community policing capacity and crime prevention efforts. Funding will be based on our current entry-level salaries and benefits for sworn officer positions plus annual step increases per our current pay plan policy. Any additional costs for positions hired under the CHP grant beyond salaries and benefits must be paid for by local match. Also, at the conclusion of the three year federal funding, grantees must retain all sworn officer positions awarded under the CHP grant for an additional budget cycle.

The Fayetteville Police Department will utilize the CHP grant funding to hire three (3) currently frozen police officer positions. These officers will be used to expand our School Resource Officer (SRO) program. Fayetteville Public Schools has previously requested additional SROs for their junior high and middle schools, but our staffing and budget levels have not allowed for these positions. Fayetteville Public Schools has agreed to pay their proportionate share of the $348,494 local match requirements. The attached spreadsheet shows the total cost for three new officers throughout the four (4) year grant period and the sources of funding needed to meet the local match requirements of this grant. We are projecting the City's portion of the local match requirements to be approximately $110,000 with Fayetteville Public Schools reimbursing approximately $238,000.

RECOMMENDATION:

Staff recommends approval of the 2013 COPS Hiring Program grant application to fund three (3) police officers to be assigned to the Fayetteville Public Schools for a period of up to four (4) years for a total project amount of $723,494. COPS Hiring Grant will fund $375,000 while Local Match requirements will be $348,494. Local match requirements are planned to be split proportionately between the Fayetteville Public Schools and City of Fayetteville.

BUDGET IMPACT:

There is no budget impact for applying to the 2013 COPS Hiring Grant Program. If grant is awarded, the City Council would be asked to accept the grant award, approve a budget adjustment to appropriate funding for the grant's local match requirement, and approve an agreement with Fayetteville Public Schools to cost-share the SRO expenses.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION FOR A 2013 COPS HIRING PROGRAM MATCHING GRANT IN THE AMOUNT OF $375,000.00 TO FUND THREE (3) POLICE OFFICERS FOR A PERIOD OF FOUR (4) YEARS WITH THE $348,494.00 MATCHING REQUIREMENT SPLIT PROPORTIONALLY BETWEEN THE CITY AND THE FAYETTEVILLE SCHOOL DISTRICT

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 application for a 2013 COPS Hiring Program matching grant in the amount of $375,000.00 to fund three (3) police officers for a period of four (4) years with the $348,494.00 matching requirement split proportionally between the City and the Fayetteville School District.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

FPD / FPS COPS Hiring Grant

Sources and Uses of Funds

2014-2017

	Year 1	Year 2	Year 3	Year 4	Total
Use of Funds					
Base Salary per New Officer	$ 37,181	$ 38,916	$ 40,650	$ 42,384	$ 159,131
Fringe Benefits per Officer					
Medicare	539	564	589	615	2,307
Health Insurance	6,801	7,141	7,498	7,873	29,313
Life Insurance	113	118	122	128	123
Retirement	7,377	8,110	8,878	9,681	34,045
Workers Comp	683	715	747	775	2,920
Professional Liability Insurance	300	300	300	300	1,200
Fringe Benefits per Officer	$ 15,813	$ 16,948	$ 18,134	$ 19,371	$ 70,266
Total Salary & Fringe per Officer	*$ 52,994*	*$ 55,864*	*$ 58,784*	*$ 61,755*	*$ 229,398*
Uniform, Equipment, & Training Per Officer					
Uniform	3,050	500	500	500	4,550
Bulletproof Vest	785	-	-	-	785
Taser w/ Cam	1,940	-	-	-	1,940
Academy Training - OT	3,167	-	-	-	3,167
Academy Training - Per Diem	365	-	-	-	365
FTO Trainer	960	-	-	-	960
Total Equip & Training per Officer	$ 10,267	$ 500	$ 500	$ 500	$ 11,767
Total Operating Costs per Officer	$ 63,261	$ 56,364	$ 59,284	$ 62,255	$ 241,165
Total Expense for 3 Officers	*$ 189,783*	*$ 169,091*	*$ 177,853*	*$ 186,766*	*$ 723,494*
Total Source of Funds					
Grant Program ($125,000 max per position over 3 years)	125,000	125,000	125,000	-	375,000
Local Match plus excess of max grant	*64,783*	*44,091*	*52,853*	*186,766*	*348,494*
Total Sources	*$ 189,783*	*$ 169,091*	*$ 177,853*	*$ 186,766*	*$ 723,494*

Proposed Split Out of Local Match	% Split	Local Match	Work Hours	Hourly Rate
Police Department share of Local Match (82 days annually)	31.54%	109,909.55		
School District share of Local Match (178 days annually)	68.46%	238,584.14	13,884	$ 17.18
Total Local Match (260 days annually)	100.00%	348,493.69		

% Split - Days at School divided by total annual days (178 / 260 = 68.46%)
Local Match at School - 68.46% x $348,494 = $238,584
Work Hours at School - 178 days x 8 hours x 3 officers x 3.25 years = 13,884
School Hourly Rate - $238,584 School Local Match divided by 13,884 work hours at school = $17.18

GRANTS.GOV

Grant Application Package

Opportunity Title:	COPS-Hiring-Program-Application-2013
Offering Agency:	Community Oriented Policing Services
CFDA Number:	16.710
CFDA Description:	Public Safety Partnership and Community Policing Grants
Opportunity Number:	COPS-HIRING-PROGRAM-APPLICATION-2013
Competition ID:	
Opportunity Open Date:	04/22/2013
Opportunity Close Date:	05/23/2013
Agency Contact:	COPS Office Response Center Phone: 1-800-421-6770 Email: AskCOPSRC@usdoj.gov

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

*** Application Filing Name:** City of Fayetteville, Arkansas

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Application for Federal Assistance (SF-424)
COPS Short Application Attachment to SF-424

Optional Documents

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Instructions

1. **Enter a name for the application in the Application Filing Name field.**

- This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
- You can save your application at any time by clicking the "Save" button at the top of your screen.
- The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.

2. **Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.**

- It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.

- The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".

- To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.

- All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

3. **Click the "Save & Submit" button to submit your application to Grants.gov.**

- Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
- Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
- The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
- You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Fayetteville, Arkansas

* b. Employer/Taxpayer Identification Number (EIN/TIN): 71-6018462

* c. Organizational DUNS: 0756577420000

d. Address:

* Street1: 113 Est Mountain Street
Street2:
* City: Fayetteville
County/Parish:
* State: AR: Arkansas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 72701-6069

e. Organizational Unit:

Department Name: Fayetteville Police Department

Division Name: Community Oriented Policing

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

Prefix:
* First Name: Judy
Middle Name:
* Last Name: Cohea
Suffix:

Title: Project Manager

Organizational Affiliation:

* Telephone Number: 479-587-3581

Fax Number: 479-587-3570

* Email: jcohea@ci.fayetteville.ar.us

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Community Oriented Policing Services

11. Catalog of Federal Domestic Assistance Number:

16.710

CFDA Title:

Public Safety Partnership and Community Policing Grants

*** 12. Funding Opportunity Number:**

COPS-HIRING-PROGRAM-APPLICATION-2013

* Title:

COPS-Hiring-Program-Application-2013

13. Competition Identification Number:

Title:

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

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

2013 COPS Hiring Grant

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: AR-003
b. Program/Project: AR-003

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

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2013
* b. End Date: 09/30/2017

18. Estimated Funding ($):

* a. Federal	375,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	348,494.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	723,494.00

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

[X] a. This application was made available to the State under the Executive Order 12372 Process for review on 04/30/2013.

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

[ ] c. Program is not covered by E.O. 12372.

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

[ ] Yes [X] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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

[X] ** I AGREE

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

Authorized Representative:

Prefix:
* First Name: Lioneld
Middle Name:
* Last Name: Jordan
Suffix:

* Title: Mayor

* Telephone Number: 479-575-8330
Fax Number: 479-575-8257

* Email: mayor@ci.fayetteville.ar.us

* Signature of Authorized Representative: Completed by Grants.gov upon submission.
* Date Signed: Completed by Grants.gov upon submission.

OMB Number: 1103-0098
Expiration Date: 01/31/2015

COPS Application Attachment to SF-424

Section 1: COPS PROGRAM REQUEST

Federal assistance is being requested under the following COPS program:

Select the COPS grant program for which you are requesting federal assistance. ***A separate application must be completed for each COPS program for which you are applying.*** *Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.*

ONLY ONE PROGRAM OPTION MAY BE CHECKED

- [x] COPS Hiring Program
- [ ] Community Policing Development
- [ ] Micro Grants for Law Enforcement Agencies

Applicant ORI Number: AR07201

Re-enter Applicant ORI Number: AR07201

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant.ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

SECTION 15A: ASSURANCES

Several provisions of federal law and policy apply to all grant programs. The Office of Community Oriented Policing Services needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Grant Program Specialist at 800-421-6770.

By signing this form, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal grant funds. In particular, the applicant assures us that:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.

2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.

3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.

4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

5. It will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.

6. It will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant, including but not limited to: the requirements of 28 CFR Part 66 and 28 CFR Part 70 (governing administrative requirements for grants and cooperative agreements); 2 CFR Part 225 (OMB Circular A-87), 2 CFR 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-122) and 48 CFR Part 31.000, et seq. (FAR 31) (governing cost principles); OMB Circular A-133 (governing audits) and other applicable OMB circulars; the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 CFR Part 38.1; the applicable COPS Application Guidelines; the applicable COPS Grant Owner's Manuals; and with all other applicable program requirements, laws, orders, regulations, or circulars.

7. It will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.

8. It will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin, sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.

   A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.

   B. If your organization has received an award for $500,000 or more and has 50 or more employees, then it has to prepare an Equal Employment Opportunity Plan (EEOP) and submit it to the Office for Civil Rights ("OCR"), Office of Justice Programs, 810 7th Street, N.W., Washington, DC 20531, for review within 60 days of the notification of the award. If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.

9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.

10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency' (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA.

11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 CFR Part 46 if any part of the funded project contains research or statistical activities which involve human subjects and also with 28 CFR Part 22, requiring the safeguarding of individually identifiable information collected from research participants.
14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned, rented or personally-owned vehicles.
15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.
16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.
17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti- Lobby Act, 18 U.S.C. 1913.
18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the non-federal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a non-federal share) equal to the amount seized in order to fully implement the grant project.
19. None of the funds made available under this award may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

_____	5-3-13
Signature of Law ~~Enforcement~~ Executive/Agency Executive	Date
(For your electronic signature, please type in your name)	
_____	5-3-2013
Signature of Government Executive/Financial Official	Date
(For your electronic signature, please type in your name)	
Paul A. Beck	

SECTION 15B: CERTIFICATIONS

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies.

Although the Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signing this form complies with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "Nonprocurement Debarment and Suspension," Public Law 111-117 or the most recent applicable appropriations Act, 28 CFR Part 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)," and the coordination requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement;

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Part 2867.20(a), and other requirements, the applicant certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

D. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

3. Federal Taxes and Assessments

A. If applicable, an applicant who receives an award in excess of $5,000,000 certifies that, to the best of its knowledge and belief, the applicant has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

B. The applicant certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, for grantees/recipients, as defined at 28 CFR Part 83.660 -

A. The applicant certifies that it will, or will continue to, provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about -

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 145 N St, NE, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant;

(vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

Grantee Agency Name and Address:

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of performance (street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

5. The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

Where the applicant is unable to certify to any of the statements in this Certifications form, he or she shall attach an explanation to this application regarding the particular statement that cannot be certified. Please check here ☐ if an explanation is attached to this application. Please note that the applicant is still required to sign the Certifications form to certify to all the other applicable statements.

Grantee Agency Name and Address:

Grantee IRS/ Vendor Number:

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Signature of Law ~~Enforcement~~ Executive/Agency Executive
(For your electronic signature, please type in your name)

5-3-12
Date

Paul A. Beck

Signature of Government Executive/Financial Official
(For your electronic signature, please type in your name)

5-3-2012
Date

SECTION 16: DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report ____ ___

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, if known: **Congressional District**, if known: 4c	**Congressional District**, if known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, if applicable: _____
8. Federal Action Number, if known:	**9. Award Amount**, if known: $
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	**b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Approved by OMB
0348-0046

SECTION 17: REVIEWS AND CERTIFICATIONS

1) Federal Civil Rights and Grant Reviews:

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a Department of Justice grant review or audit.

2) Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the COPS Application Guide: Legal Requirements Section for additional information.

Please check one of the following, as applicable to your agency's intended use of this grant:

☐ No, my agency will not use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system.

☐ Yes, my agency will use these COPS grant funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

3) Certification of Review and Representation of Compliance with Requirements:

The signatures of the Law Enforcement Executive/Agency Executive, Government Executive/Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that:

a) the signatories have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity;

b) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Application Guide, the COPS Grant Owner's Manual, Assurances, Certifications, and all other applicable program regulations, laws, orders, and circulars;

c) the applicant understands that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government; AND

d) the information provided in this application, including any amendments, shall be treated as material representations of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

The signatures of the Law Enforcement Executive/Agency Executive and the Government Executive/Financial Official on this application must be the same as those identified in Section 4 of this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

Signature of Law ~~Enforcement~~ Executive/Agency Executive
(For your electronic signature, please type in your name)

5-3-13
Date

Signature of Government Executive/Financial Official
(For your electronic signature, please type in your name)

Date

Paul A. Beck

Signature of the Person Submitting This Application
(For your electronic signature, please type in your name)

5-3-2013
Date

By clicking this box, ☐ the applicant understands that the use of typed names in this grant application and the required grant forms, including the Assurances and Certifications, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures.

SECTION 18: APPLICATION DATA VERIFICATION

By signing below, I certify that I have read, understand and agree to the following:

a) my agency has been requested by the COPS Office to review, confirm and/or update specific data items that were previously submitted in our COPS application and our failure to respond to the request may eliminate our application from 2013 funding consideration;

b) my agency has reviewed, confirmed and/or updated the specific data items identified by the COPS Office, and certify that the information is true and accurate;

c) I am authorized by the appropriate governing body to act on behalf of the grant applicant entity to make changes to our COPS application which will be considered for 2013 funding;

d) the information provided in this application, including any amendments, shall be treated as material representations of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant; and

e) the applicant understands that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

	5-3-13
Signature of the Person Completing this Form (For your electronic signature, please type in your name)	Date Completed

ELECTRONIC SIGNATURE: By clicking this box ☐, I understand that typing in my name on this form constitutes an electronic signature and that the electronic signature is the legal equivalent of a handwritten signature.

In order for your agency to be considered for COPS grant funding, all application updates must be submitted through the COPS website (www.cops.usdoj.gov) by <<Enter Date>>. For technical assistance with submitting your updates or to withdraw your agency's application from funding consideration, please call the COPS Office Response Center at 800-421-6770.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

May 21, 2013
City Council Meeting Date
Agenda Items Only

Andrew Cook	Solid Waste	Transportation Services
Submitted By	**Division**	**Department**

Action Required:

Resolution authorizing a budget adjustment in the amount of $302,600 to be moved from reserve in order to train personnel, purchase additional roll-off containers, carts, and recycling containers for apartments, businesses, residential customers, and the city square.

$ 302,600.00	$ -	Various
Cost of this request	Category / Project Budget	Program Category / Project Name
Various	$ -	Various
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	Solid Waste
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Terry L. Gulley — Department Director — 4/25/13 Date

City Attorney — 4-29-13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becker — Finance and Internal Services Director — 4-30-2013 Date

Received in City Clerk's Office 04-29-13 P12:08 RCVD Kim G.

Chief of Staff — 4-30-13 Date

Received in Mayor's Office ENTERED 4/29/13 BCP

Mayor — 4/30/13 Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Terry Gulley, Operations Director TGG

From: Andrew Cook, Recycling Crew Leader

Date: April 17th, 2013

Subject: Resolution authorizing a budget adjustment in the amount of $302,600 to be moved from reserve in order to train personnel, purchase additional roll-off containers, carts, and recycling containers for apartments, businesses, residential customers, and the city square.

RECOMMENDATION

Fayetteville City Administration recommends authorizing a budget adjustment in the amount of $302,600 to be moved from the reserve account in order to purchase additional bailing wire and recycling containers for apartments, businesses, residential customers, and the City Square area. In addition, Drop box containers and Residential trash carts will also be purchased with this funding. Funding is also requested for ADEQ Apprenticeship training for 20 division employees and LP Wire Tie training for 6 employees. Software licensing is needed with the current Windows 7 upgrade, funding for 11 workstations is needed.

BACKGROUND

The Solid Waste and Recycling division is currently in the process of expanding recycling collection services at apartments, businesses, and the city square area.

The Drop Box program has seen an increase in demand over the last six months, containers will be purchased to cover this demand.

Warrranties on the original purchase of residential carts from 2002 have expired, cart replacements will continue over the next 2-3 years.

The division is offering ADEQ Appreticeship training to 20 employees, currently there are only 7 employees with Solid Waste Facility Operators Licences. Lp Wire Tie training for 6 employees to learn preventative maintenance on the baler.

Software upgrades to Windows 7 has made programs obsolete and requires the division to purchase new licensing for software updates.

DISCUSSION

In order to reach the goal of 30% participation in the multi-family recycling pilot program the division needs to provide permanent recycling containers to increase participation and improve efficiency of the program. Another expansion of service will be a public recycling pilot on the city square with nine planned containers to be strategically placed to collect bottles and cans, giving a recycling option for those visiting the square. The residential recycling program now offers two free bins to residential and small business customers. The division has increased educational outreach and continued door-to-door surveys where a large number of bins will be expected to be given out. Construction in Fayetteville has

resumed and the division has restructured the drop box pricing to be competitive in the market, the division has seen an increase in our Drop Box program over the last 6 months.

BUDGET IMPACT

Funds will be transferred from reserves to the Solid Waste software, container, container costs, minor equipment, publication and dues, and solid waste collection supplies accounts for a total of $302,600.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $302,600.00 TO PROVIDE FUNDING FROM RESERVES FOR SOLID WASTE PERSONNEL TRAINING, ADDITIONAL ROLL-OFF CONTAINERS, CARTS, AND RECYCLING CONTAINERS

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 $302,600.00 to provide funding from reserves for Solid Waste personnel training, additional roll-off containers, carts and recycling containers.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Solid Waste & Recycling Department: Transportation Services	4/17/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

$302,600 in funds are requested in various Solid Waste Fund accounts to adjust budget line items. Due to expanding services of recycling collected at apartments, businesses and the City square additional funding is needed for the purchase of containers to be placed at various locations, additional bailing wire will be needed to process these recyclables. Warranties on residential carts have now expired on the original purchase from 2002, replacements of those carts will continue over the next few years, additional funding will be needed to cover the cost of residential cart replacements. Additional funding is requested for 20 division employees to attend ADEQ Apprenticeship training and 6 employees to have LP Wire Tie training for the MRF-Materials Recovery Facility.

Terry L Gulley	4-25-13	Prepared By:	Glenda Eden
Division Head	Date	Reference:	ggundlach
	4-30-13		
Budget Director	Date	Budget & Research Use Only	
Terry L Gulley	4-25-13	Type: A B C D E P	
Department Director	Date		
Paul A. Becker	5-8-2013	General Ledger Date	
Finance Director	Date		
	5-7-13	Posted to General Ledger	
Chief of Staff	Date	Initial	Date
	5/8/13	Checked / Verified	
Mayor	Date	Initial	Date

			Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
TOTAL BUDGET ADJUSTMENT			302,600	302,600	
Software	5500.5000.5209.00	EX	2,000	-	.
Publications & dues	5500.5000.5303.00	EX	6,600		.
Minor equipment	5500.5020.5210.00	EX	30,000		.
Container costs	5500.5030.5870.00	EX	168,000		.
Container costs	5500.5060.5870.00	EX	39,000		.
Solid Waste Coll Supplies	5500.5060.5225.00	EX	12,000		.
Containers	5500.5060.5227.00	EX	45,000		.
Use of fund balance	5500.0950.4999.99	RE		302,600	.
					.
					.

EXHIBIT
A

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/21/2013
City Council Meeting Date
Agenda Items Only

Peter Nierengarten		Sustainability and Strategic Planning
Submitted By	**Division**	**Department**

Action Required:

Approve a resolution of intent to cost share with the Houses at Willow Bend Project in the amount of $1,000,000 for the construction of public infrastructure (steets, sidewalks, storm drainage, etc.) within and/or adjacent to the project.

N/A	N/A	N/A
Cost of this request	Category / Project Budget	Program Category / Project Name
N/A	N/A	N/A
Account Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	N/A
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 5/2/13

City Attorney — Date: 5/2/13

Finance and Internal Services Director — Date: 5-3-2013

Chief of Staff — Date: 5-3-13

Mayor — Date: 5/3/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — 2013 MAY -3 P01:35 RCVD

Received in Mayor's Office — ENTERED 5/2/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

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

From: Peter Nierengarten, Sustainability & Strategic Planning Director PN

Date: May 2, 2013

Subject: Resolution of Intent for the Houses at Willow Bend

PURPOSE

The purpose of this resolution is to express intent to cost share with the Houses at Willow Bend Project in the amount of $1,000,000 for the construction of public infrastructure (steets, sidewalks, storm drainage, etc.) within and/or adjacent to the project. The City of Fayetteville's contribution to the public infrastructure would help lower the purchase price of the homes in an effort to better achieve the goal of providing home ownership opportunities for Fayetteville citizens making less than 80% of the median income. The City of Fayetteville's contribution to the public infrastructure would be subject to the project developers funding the remainder of the infrastructure construction cost, ensuring that Willow Bend be an owner occupied neighborhood and incorporating affordable resale of the homes into property deeds.

BACKGROUND

The Houses at Willow Bend is a 9.75 acre infill housing project in the Walker Park Neighborhood in south Fayetteville that aims to create a replicable model of sustainable and attainable housing. The project goal is to construct between 65 – 84 homes that will provide citizens making less than 80% of the median income the opportunity to become homeowners. The Houses at Willow Bend project has been developed through a partnership with the Fayetteville Housing Authority, the Fayetteville Partners for Better Housing, the City of Fayetteville, the National Center for Appropriate Technology, Community Resources Group, the Sustainable Cities Institute and the Home Depot Foundation.

Throughout the project, stakeholders have stressed the inclusion of all elements of sustainability, not only environmental, but economic and social elements as well. The master plan's infill location is surrounded by the existing traditional street grid near downtown Fayetteville. The neighborhood lacks quality affordable housing and was selected by stakeholders for its walkable location and associated transportation affordability, with its close proximity to major employers, retail centers, and the City's multi-use trail system. In addition, the existing tree canopy and storm water features on the site have provided an idyllic setting for demonstrating the integration of both ecology and placemaking principles into one. The master plan was informed by a recently adopted form based zoning code and parallel cottage court ordinance which together encourage a mix of unit

types and higher densities. The plan is also being used as a pilot project to facilitate the development of a proposed low-impact technical manual.

The City of Fayetteville's adopted City Plan 2030 contains six overarching goals. Two of these goals include:

1) We will make appropriate infill and revitalization our highest priorities.
2) We will create attainable housing opportunities.

The Houses at Willow Bend Project aligns very closely with both of these goals due to its location within the long-standing Walker Park Neighborhood and by virtue of the goal to provide homeownership opportunities for Fayetteville citizens making less than 80% of the median income.

RECOMMENDATION

The Street Committee recommended forwarding this resolution of intent to City Council at their April 30, 2013 meeting.

BUDGET IMPACT

Public infrastructure costs for the project are estimated to be $1,997,000. Of that amount $1,366,500 is estimated for public infrastructure such as streets, sidewalks and storm drainage. A contribution of $1,000,000 towards the street, sidewalk and storm drainage infrastructure costs represents approximately a 75% cost share and would lower the purchase price of a home by approximately $12,000. This reduced purchase price will allow greater access to these homes by families making less than 80% of the area median income.

The cost share would be in the form of a reimbursement to the project developer after the public infrastructure has been constructed and accepted by the City. The actual fund that the $1,000,000 cost share will come from will be identified at a later date.

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO INVEST ABOUT ONE MILLION DOLLARS TO COST SHARE THE CONSTRUCTION OF CITY INFRASTRUCTURE WITHIN THE HOUSES AT WILLOW BEND DEVELOPMENT WITH PROPER ASSURANCES THAT AFFORDABLE, OWNER OCCUPIED HOUSING WILL BE CONSTRUCTED AND PRESERVED IN THIS NEW NEIGHBORHOOD

WHEREAS, the City Council has long supported the goal of fostering affordable and attainable housing for our citizens and included this goal in Fayetteville's 2020, 2025 and 2030 Long Range plans; and

WHEREAS, the City Council can invest its funds to build its own infrastructure such as streets, sidewalks, water and sewer mains, and drainage structures and does so in established neighborhoods every year, but normally requires a subdivision developer to build all this infrastructure within a new development and dedicate it to the City of Fayetteville before the City assumes maintenance responsibilities for it; and

WHEREAS, in order to make the housing within the Houses at Willow Bend development built by a nonprofit corporation more affordable and attainable for moderate income citizens of Fayetteville, the City Council intends to invest up to One Million Dollars ($1,000,000.00) as a cost share with the nonprofit developer to build city infrastructure if proper assurances and guarantees are in place to ensure such City investment will all inure to the benefit of the initial single family or duplex, owner occupied home buyers who must agree to restrictions upon the resale and use of their homes and duplexes to ensure that, after any resale of the home or duplex, the new owners/residents shall receive and retain the benefits of the City investment.

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 intent to invest up to One Million Dollars ($1,000,000.00) to cost share the construction of city infrastructure within the Houses at Willow Bend development with the nonprofit development corporation if proper safeguards, assurances and guarantees are in place to ensure that:

(1) the benefits of this City investment will go **only** to the individual home and duplex buyers who shall occupy the purchased homes or at least one side of the duplex;

(2) any profit such home and duplex buyers could receive when such houses or duplexes are resold in the future shall be limited so that the actual residents of Willow Bend will continue to enjoy the City investment for affordable and attainable housing; and

(3) the requirement of owner occupied status for such housing shall be maintained for the number of years set by the City Council when the agreement for the investment is made with the nonprofit corporation.

Section 2 : That the City Council of the City of Fayetteville, Arkansas hereby requests that the City Administration work with the City Attorney's Office to negotiate an agreement with the nonprofit corporation to achieve the goals set forth in this Resolution and then present such agreement to the City Council which could then authorize the One Million Dollar ($1,000,000.00) investment of City funds for this project.

PASSED and **APPROVED** this 21st day of May 2013.

APPROVED: ATTEST:

By: _____ By: _____

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

Partners for Better Housing is a non-profit corporation created in 2007 for the specific purpose of constructing housing affordable to those individuals and families making 50-80% of the Area Median Income (AMI.) In order to accomplish this, the Partners board purchased in 2009 acreage in South Fayetteville in the Walker Park Neighborhood. This decision was due in large part to the need for housing identified in the excellent Walker Park Neighborhood Plan adopted by the City Council in early 2008. The city in 2010 was successful in securing a grant from the Home Depot Foundation The grant request to Home Depot identified the creation of affordable housing as a high city priority and included our property as a key focus within the grant request.

The "Houses at Willow Bend" project is 9.8 acres in area and includes 78 dwelling units. The design of the Houses at Willow Bend neighborhood was funded by the Home Depot Sustainable Cities grant to the City of Fayetteville. The design of the project is complete and cost estimates have been done based upon recent bids from local contractors. The infrastructure costs for the project are estimated to be $1,997,482. Of that amount, $1,366,500 is for public infrastructure, such as streets, sidewalks, and stormwater drainage. The remaining $630,982 is for water and sewer lines and private infrastructure, such as parking courts, grading, stormwater detention, franchise utilities, and retaining walls. This part of Fayetteville has not seen much public investment in the recent past and could benefit from upgraded infrastructure. We are preparing to submit drawings and reports to the City of Fayetteville requesting preliminary and final plat approval from the Planning Commission and the City Council.

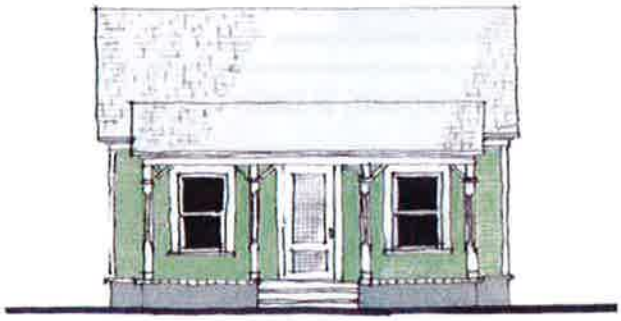
It is important to remember that any time public monies are spent on infrastructure, it creates a benefit for the adjacent property owners. Partners for Better Housing feels that spending public monies for public infrastructure adjacent to the Willow Bend property would be an effective, immediate, and appropriate way for the City of Fayetteville to meet its goal as stated in City Plan 2030:

"We will create opportunities for attainable housing."

This is also an excellent opportunity to meet another of our major goals:

"We will make appropriate infill and revitalization our highest priorities."

The Partners for Better Housing board, at the suggestion of city staff, is asking the city council to assist in increasing the affordability of the housing by investing in the street portion of the project cost. The following three examples demonstrate how this assistance dramatically increases the affordability to low and moderate-income individuals and families:



The Joplin Cottage, 768 sq ft 2 Bedroom, 1 bath

With no City Cost Share: Sale Price of $104,290
Affordable to a household with $27,657 annual income

With 75% City Cost Share: Sale Price of $92,202
Affordable to a household with $25,207 annual income

With 100% City Cost Share: Sale Price of $88,173
Affordable to a household with $24,390 annual income

The Siloam Cottage. 1100 sq ft 2 Bedroom, 2 bath

With no City Cost Share: Sale Price of **$136,660**

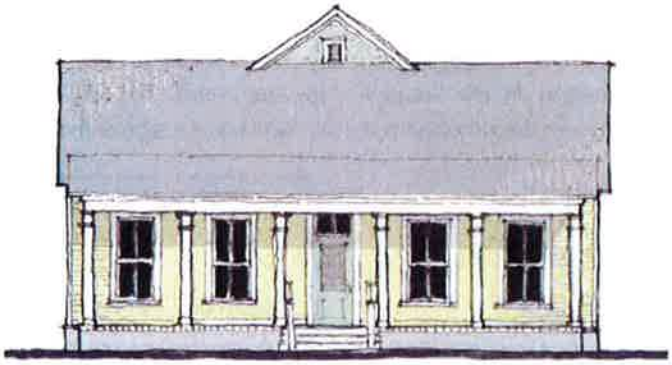
Affordable to a household with $35,498 annual income

With **75%** City Cost Share: Sale Price of **$124,572**

Affordable to a household with $33,048 annual income

With **100%** City Cost Share: Sale Price of **$120,542**

Affordable to a household with 32,230 annual income



The Spring House. 1308 sq ft 3 Bedroom, 2 bath

With no City Cost Share: Sale Price of **$148,887**

Affordable to a household with $40,495 annual income

With **75%** City Cost Share: Sale Price of **$133,120**

Affordable to a household with $37,300 annual income

With **100%** City Cost Share: Sale Price of **$127,864**

Affordable to a household with $36,235 annual income

The principles of the Houses at Willow Bend came out of the Walker Park Neighborhood Plan. Housing affordability is based upon mortgage expense, transportation cost, and energy costs to heat and cool the houses.

The Houses at Willow Bend is designed to serve the needs of Low Income households as defined by HUD and as implemented by the Community Services Division's Community Development Block Grant Program.

The household income ranges area as follows: Area Median Income (AMI), Fiscal Year 2013:

	One Person	Two Person	Three Person	Four Person	Five Person
50% of AMI	$19,850	$ 22,700	$25,500	$28,350	$30,650
80% of AMI	$31,750	$36,300	$40,850	$45,350	$49,000

Return on Investment:

Any time that an expenditure of public monies is contemplated, Return on Investment must be considered. In addition to the intangible benefits of adding to Fayetteville's housing stock of stable dignified energy efficient housing, there is the transportation benefit of locating housing on the multi-use trail network and close to major employment opportunities such as the University of Arkansas Campus, the Square, and the Industrial Park. Transportation dollars would be spent in a way that *reduces* the need for cross town travel, rather than *encouraging* it.

The financial return on the investment would be as follows: If the City of Fayetteville dedicated $1,366,500 of bond monies to public infrastructure, it would allow the construction of 78 houses at an average cost of $125,000 each for a total of $9,750,000 in affordable housing. That is a return of seven dollars of affordable housing for every dollar of public money spent.

The financial return would also ripple out to the school system, the county, the library, and the City of Fayetteville as follows: Projected Property Tax Receipts, 78 houses, average value of $125,000 each: $100,425 annually. Current property tax receipts for the property are $1,800 annually, for a net increase of $98,625 annually. Over a 25 year period, that would provide the following property tax revenue:

Fayetteville Public Schools	$ 1,997156
Washington County	$ 246,562
Library	$ 24,656
City of Fayetteville	$ 197,250

In addition, the City of Fayetteville should expect to see increases in sales tax revenue as a certain number of households currently living the outlying areas of the region have the choice of moving into town.

AGENDA REQUEST

FOR: COUNCIL MEETING OF May 21st, 2013

FROM:

STREET COMMITTEE CHAIRMAN MATTHEW PETTY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend Article XVI City Council Street Committee of the Code of Fayetteville to change the name of the Committee and to expand the areas in which the Committee can study and make recommendations

APPROVED FOR AGENDA:

Matthew Petty, Chairman — 5-7-2013 Date

City Attorney Kit Williams (as to form) — 5-6-2013 Date

Fayetteville
ARKANSAS
www.accessfayetteville.org

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
Chris Brown, City Engineer

FROM: **Kit Williams, City Attorney**

DATE: **May 6, 2013**

RE: Ordinance to rename City Council Street Committee and to expand its areas to study and make recommendations to the City Council

The City Council Street Committee has recommended the attached ordinance to the rest of the City Council for your consideration and approval. This ordinance would amend the current City Code section on the Street Committee by changing its name to the City Council Transportation Committee and extend its range of subjects to other transportation subjects such as transit and trails.

I have also attached the current law and the marked up copy from City Engineer Chris Brown that shows all the proposed changes and where the current law has been proposed for amendment.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE XVI **CITY COUNCIL STREET COMMITTEE** OF THE CODE OF FAYETTEVILLE TO CHANGE ITS NAME AND PROVIDE ADDITIONAL AREAS FOR IT TO STUDY AND MAKE RECOMMENDATIONS TO THE FULL CITY COUNCIL

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 Article XVI **City Council Street Committee** of Chapter 33 of the Code of Fayetteville to change its name to City Council Transportation Committee and to provide additional areas concerning city transportation issues that this committee can study and make recommendations to the full City Council by repealing this Article XVI and enacting a replacement Article XVI entitled **City Council Transportation Committee** as shown on the attached Exhibit A.

PASSED and **APPROVED** this 21st day of May, 2013.

APPROVED: **ATTEST:**

By: _____ By: _____
LIONELD JORDAN, MAYOR **SONDRA E. SMITH,** City Clerk

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

ARTICLE XVI
CITY COUNCIL
TRANSPORTATION COMMITTEE

33.290 Composition

There is hereby established and continued a City Council Transportation Committee which shall be composed of four aldermen, one from each ward who shall be appointed annually by the Mayor, subject to City Council approval. The members shall elect a Chair at its first annual meeting.

(Ord. 5540, 10-16-12)

33.291 Purpose, Duties and Powers

(A) The Transportation Committee shall make recommendations to the City Council on transportation projects and issues that may arise, including, but not limited to:

(1) Changes, additions, or deletions to the Master Street Plan.

(2) Bids, Contracts, Contract Amendments, Change Orders, cost share proposals, and other contractual items that require City Council approval.

(3) Requests for authority to begin eminent domain actions, and offers of settlement for eminent domain cases related to transportation projects, except when timing of settlement offers are such that Transportation Committee review is not feasible.

(4) Yearly Transportation Division paving, overlay, sidewalk, and trail/bikeway construction programs.

(5) Funding priorities for proposed major transportation improvement projects and programs.

(6) Street and alley closures and/or right of way vacations.

(7) Funding requests made by transit providers during the yearly budget process.

(8) Changes, additions, or deletions to the Fayetteville Alternative Transportation and Trails Map, bikeway map, and related funding priorities.

(B) The Transportation Committee shall serve as an advisory board to the City Administration, and as a public forum for transportation projects and issues that may arise, including, but not limited to:

(1) Proposed street, sidewalk, trail,, bikeway, and transit related improvement plans for major projects to be partially or fully funded by the City. Said review will be at the preliminary stage, and will include typical cross sections and preliminary horizontal and vertical alignments. Said projects will be at the discretion of the City Administration, but generally will include major widening or new location projects, or projects where major changes to existing street cross sections are planned.

(2) Traffic Calming Policies of the City, including review of requests for traffic calming by citizens.

(3) Any alderman may appeal any recommendation of the Transportation Committee to the full City Council.

(C) The Transportation Committee may adopt rules to govern the conduct of its business. Said rules shall be consistent with the provisions of the Arkansas Freedom of Information Act.

(Ord. No. 5540, 10-16-12)

33.292-33.300 Reserved

(Code 1965, §§17B-11.2(a), (b), (d); Ord. No. 2109, 6-3-75; Ord. No. 2585, 12-4-79; Ord. No. 3153, 11-19-85; Ord. No. 3340, 3-15-88; Ord. No. 3587, §1, 1-7-92; Ord. No. 4099, 6-16-98; Ord. No. 4652, 12-07-04; Ord. 5041, 7-17-07)

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(3) Requests for authority to begin eminent domain actions, and offers of settlement for eminent domain cases related to transportation projects, except when timing of settlement offers are such that Transportation Committee review is not feasible.

(4) Yearly Transportation Division paving, overlay, sidewalk, and trail/bikeway construction programs.

(5) Funding priorities for proposed major transportation improvement projects and programs.

(6) Street and alley closures and/or right of way vacations.

(7) Funding requests made by transit providers during the yearly budget process.

(8) Changes, additions, or deletions to the Fayetteville Alternative Transportation and Trails Map, bikeway map, and related funding priorities.

(B) The Transportation Committee shall serve as an advisory board to the City Administration, and as a public forum for transportation projects and issues that may arise, including, but not limited to:

(1) Proposed street, sidewalk, trail, bikeway, and transit related improvement plans for major projects to be partially or fully funded by the City. Said review will be at the preliminary stage, and will include typical cross sections and preliminary horizontal and vertical alignments. Said projects will be at the discretion of the City Administration, but generally will include major widening or new location projects, or projects where major changes to existing street cross sections are planned.

(2) Traffic Calming Policies of the City, including review of requests for traffic calming by citizens.

(3) Any alderman may appeal any recommendation of the Transportation Committee to the full City Council.

(C) The Transportation Committee may adopt rules to govern the conduct of its business. Said rules shall be consistent with the provisions of the Arkansas Freedom of Information Act.

(Ord. No. 5540, 10-16-12)

33.292-33.300 Reserved

(Code 1965, §§17B-11.2(a), (b), (d); Ord. No. 2109, 6-3-75; Ord. No. 2585, 12-4-79; Ord. No. 3153, 11-19-85; Ord. No. 3340, 3-15-88; Ord. No. 3587, §1, 1-7-92; Ord. No. 4099, 6-16-98; Ord. No. 4652, 12-07-04; Ord. 5041, 7-17-07)

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Current law

process after the vacancy shall have occurred.

(4) Members of the former Tree and Landscape Advisory Committee serving at the time of the adoption of this Article shall continue to serve their respective terms as members of the Urban Forestry Advisory Board. Terms of membership on the board shall be for a period of two (2) years with staggered terms carried over from the former Tree and Landscape Advisory Committee.

(5) The Mayor may designate city staff to assist the board in the conduct of its business.

(Ord. 5426, 8-2-11; Ord. 5446, 10-4-11)

33.284 Officers

At the first regularly scheduled meeting after the effective date of this Article, the board shall elect from among its members a chairperson and vice-chairperson, who shall each serve a term of one (1) year. Further, the board may elect such additional officers as it deems necessary for the proper performance of its duties.

(Ord. 5426, 8-2-11)

33.285 Meetings

The Urban Forestry Advisory Board shall meet at least once each month and may call special meetings if necessary to carry out its duties. The Urban Forestry Advisory Board sitting as the Wildland-Urban Interface: Firewise Advisory Board shall meet at least twice each year. Special meetings may be called as needed to carry out the board's duties. A majority of the voting membership of the board shall constitute a quorum.

(Ord. 5426, 8-2-11)

33.286-33.289 Reserved

ARTICLE XVI
CITY COUNCIL
STREET COMMITTEE

33.290 Composition

There is hereby established and continued a City Council Street Committee which shall be composed of four aldermen, one from each ward who shall be appointed annually by the Mayor, subject to City Council approval. The members shall elect a Chair at its first annual meeting.

(Ord. 5540, 10-16-12)

33.291 Purpose, Duties and Powers

(A) The Street Committee shall make recommendations to the City Council on transportation projects and issues that may arise, including, but not limited to:

(1) Changes, additions, or deletions to the Master Street Plan.

(2) Bids, Contracts, Contract Amendments, Change Orders, cost share proposals, and other contractual items that require City Council approval.

(3) Requests for authority to begin eminent domain actions, and offers of settlement for eminent domain cases related to transportation projects, except when timing of settlement offers are such that Street Committee review is not feasible.

(4) Yearly Transportation Division paving and overlay construction programs.

(5) Funding priorities for proposed major transportation improvement projects and programs.

(6) Street and alley closures and/or right of way vacations.

(B) The Street Committee shall serve as an advisory board to the City Administration, and as a public forum for transportation projects and issues that may arise, including, but not limited to:

(1) Proposed street improvement plans for major projects to be partially or fully funded by the City. Said review will be at the preliminary stage, and will include typical cross sections and preliminary horizontal and vertical alignments. Said projects will be at the discretion of the City Administration, but generally will include major widening or new location projects, or projects where major changes to existing street cross sections are planned.

(2) Traffic Calming Policies of the City, including review of requests for traffic calming by citizens.

Current law

(3) Any alderman may appeal any recommendation of the Street Committee to the full City Council.

(C) The Street Committee may adopt rules to govern the conduct of its business. Said rules shall be consistent with the provisions of the Arkansas Freedom of Information Act.

(Ord. No. 5540, 10-16-12)

33.292-33.300 Reserved

(Code 1965, §§17B-11.2(a), (b), (d); Ord. No. 2109, 6-3-75; Ord. No. 2585, 12-4-79; Ord. No. 3153, 11-19-85; Ord. No. 3340, 3-15-88; Ord. No. 3587, §1, 1-7-92; Ord. No. 4099, 6-16-98; Ord. No. 4652, 12-07-04; Ord. 5041, 7-17-07)

ARTICLE XVII
TRANSPORTATION DIVISION

33.301 Establishment

The Transportation Division (formerly known as the Street Department) has long been established in Fayetteville to maintain and improve city streets, curbs, gutters and sidewalks and to perform related services for our citizens. The Transportation Division works under the supervision of the Mayor and the budgetary authorization of the City Council.

33.302 City Overlay Program

(A) In the early 1990s, the City began its in-house overlay program with a stated goal to pave every City street for which public right-of-way existed. Later, the overlay program also began milling and overlaying various important, but deteriorating city streets.

(B) In the early 2000s, the Mayor and City Council enlarged the overlay program to maintain and overlay city streets on a regular and rotating basis so that city streets would not deteriorate to such an extent that a full reconstruction would be necessary.

(C) The procedure to determine which city streets will be funded to be overlaid and/or have curb and gutter work shall be as follows:

(1) The Transportation Division shall report to the City Council Street Committee during its first meeting of the year the results of the previous year's overlay program and propose a recommended list of sections of streets to be overlaid (and any planned curb or gutter work) during the new year.

(2) The Street Committee can propose additions or deletions to this list and will recommend it to the City Council.

(3) The City Council after consideration and any amendments shall approve by Resolution the approved overlay, curb and gutter program.

(4) If the administration wishes to amend the overlay, curb and gutter program during the construction year to add an additional project, it shall request the Street Committee to approve such additional project and the City Council to amend the Resolution with possible necessary budget adjustment to allow any such addition to the program.

33.303-33.310 Reserved

(Ord. No. 3875, 2-21-95; Ord. No. 4304, 3-20-00; Ord. No. 4438, 11-19-02; Ord. 5047, 8-07-07; Ord. 5173, 9-2-08)

ARTICLE XVIII
ADVERTISING AND PROMOTION COMMISSION

33.311 Advertising And Promotion Commission Established

(A) There is hereby created the city Advertising and Promotion Commission ("the commission"). The commission shall have the powers and duties prescribed by Act 185, as now or hereafter amended. The commission shall be composed of seven members as follows:

(1) Four members shall be owners or managers of business in the tourism industry, at least three of whom shall be owners or managers of hotels, motels, or restaurants, and who

Agenda Session 5/14/13

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
May 21, 2013

A meeting of the Fayetteville City Council will be held on May 21, 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:

Agenda Additions:

A. Consent:

1. Approval of the May 07, 2013 City Council meeting minutes.

2. **Bid #13-20 Shipley Motor Equipment Company:** A resolution awarding Bid #13-20 and authorizing the purchase of two (2) Mack trucks with Wayne Titan bodies from Shipley Motor Equipment Company in the amount of $490,120.00 for use by the Solid Waste Division.

3. **Bid #13-21 Terex Utilities:** A resolution awarding Bid #13-21 and authorizing the purchase of one (1) Ford F-550 truck from Terex Utilities of North Little Rock in the amount of $44,285.00 for use by the Transportation Division.

4. **Bid #13-24 Terex Utilities:** A resolution awarding Bid #13-24 and authorizing the purchase of one (1) Ford F-550 truck with Reading body and auto crane from Terex Utilities of North Little Rock in the amount of $72,660.00 for use by the Parks and Recreation Department.

5. **Bid #13-27 Rehrig Pacific Company:** A resolution awarding Bid #13-27 and authorizing a contract with Rehrig Pacific Company in the amount of $40,450.00 for the purchase of curbside recycling bins and lids and approving continuing purchases, as needed, for the next five (5) years pursuant to bid price adjustments.

6. **Belt Loader and Golf Car Purchase:** A resolution approving a budget adjustment in the amount of $27,275.00 to transfer funds to the Fleet Division for the purchase of one (1) belt loader and one (1) golf car for use at Fayetteville Executive Airport.

7. **Bid #13-28 Clifford Power Systems:** A resolution awarding Bid #13-28 and authorizing a contract with Clifford Power Systems in the amount of $36,705.17 for EPA mandated modification to the Noland Wastewater Treatment Plant backup power generator.

8. **Prism Education Center Lease Agreement:** A resolution approving a Community Development Block Grant Public Facility Lease Agreement with Prism Education Center for 10 S. College Avenue.

9. **Building Performance Institute Class Reimbursement:** A resolution approving a budget adjustment in the total amount of $1,195.00 recognizing reimbursement revenue for a Building Performance Institute class from Northwest Arkansas Community College.

10. **Northwest Arkansas Metro Chiefs Association Regional HAZMAT:** A resolution approving a budget adjustment in the amount of $28,565.00 to utilize Northwest Arkansas Metro Chiefs Association Regional HAZMAT team assets for purposes of start-up and outfitting of a Fayetteville HAZMAT team.

11. **AvFuel Corporation:** A resolution awarding RFP #13-05 and approving a five (5) year contract with AvFuel Corporation for the provision of aviation fuel and refueler trucks for Fayetteville Executive Airport-Drake Field.

12. **Keep America Beautiful/UPS Foundation Grant:** A resolution authorizing acceptance of a community tree planting non-matching grant from Keep America Beautiful and the UPS Foundation in the amount of $5,000.00.

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 ordinance was left on the Second Reading at the April 2, 2013 City Council meeting and sent to the Ordinance Review Committee. This ordinance was left on the Third Reading at the April 16, 2013 City Council meeting and Tabled to the May 7, 2013 City Council meeting. This ordinance was left on the Third Reading at the May 7, 2013 City Council meeting and Tabled to the May 21, 2013 City Council meeting.***

   Left on the Third Reading

C. New Business:

1. **Historic Woolsey Family Homestead:** A resolution to express the City Council's intent to examine the feasibility of preserving the historic Woolsey Family homestead in west Fayetteville.

2. **RZN 13-4348 (1035 N. Gregg Ave./Smith):** An ordinance rezoning that property described in rezoning petition RZN 13-4348, for approximately 0.44 acres, located at 1035 North Gregg Avenue from RMF-24, Residential Multi-Family, 24 units per acre to NC, Neighborhood Conservation.

3. **VAC 13-4346 (902 S. School St./Ferguson's Addition):** An ordinance approving VAC 13-4346 submitted by city staff for property located around 902 South School Street (Ferguson's Addition) to vacate a 60 foot right-of-way.

4. **Amend Chapters 151, 161, 164 and 172:** An ordinance to amend Chapters 151, 161, 164 and 172 of the Unified Development Code to modify certain standards within Urban Zoning Districts, to clarify and add flexibility to some of these requirements, to amend building height references and add a maximum building height to the C-1 Zoning District, and to provide supplement design standards for auto-oriented facilities within these districts.

5. **2013 COPS Hiring Program Matching Grant:** A resolution approving an application for a 2013 COPS Hiring Program matching grant in the amount of $375,000.00 to fund three (3) police officers for a period of four (4) years with the $348,494.00 matching requirement split proportionally between the City and the Fayetteville School District.

6. **Solid Waste Budget Adjustment:** A resolution approving a budget adjustment in the amount of $302,600.00 to provide funding from reserves for Solid Waste personnel training, additional roll-off containers, carts, and recycling containers.

7. **Willow Bend Development:** A resolution to express the City Council's intent to invest about one million dollars to cost share the construction of city infrastructure within the houses at Willow Bend development with proper assurances that affordable, owner occupied housing will be constructed and preserved in this new neighborhood.

8. **Amend Article XVI City Council Street Committee:** An ordinance to amend Article XVI City Council Street Committee of the Code of Fayetteville to change its name and provide additional areas for it to study and make recommendations to the full City Council.

D. City Council Agenda Session Presentations:

1. **CH2M Hill Wastewater Operations Annual Report** - Billy Ammons, CH2M Hill Regional Business Manager

E. City Council Tours:

F. Announcements:

Adjournment:

Add: Rodgers Drive Budget Adjustment

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Pre Agenda Meeting 5/8/13

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Fayetteville
ARKANSAS

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move #6

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Jeremy Nauer

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Lisa Branson - Re: Wastewater Operations Annual Report presentation for the agenda session

From: Don Marr
To: Branson, Lisa; Jurgens, David
Date: 4/15/2013 12:37 PM
Subject: Re: Wastewater Operations Annual Report presentation for the agenda session

This is approved to be added to the agenda presentation for May 14th Agenda Session.
Thanks

,
Don

Don Marr

Chief of Staff for Mayor Jordan
113 W Mountain Street
Fayetteville, AR 72701
Office: 479-575-8330
For TDD: (Telecommunications Device for the Deaf)
Dial 479-521-1316
Email: dmarr@ci.fayetteville.ar.us
Website: www.accessfayetteville.org

>>> David Jurgens 4/15/2013 8:05 AM >>>
Mayor Jordan, Don,

Will you please approve adding the CH2M Hill Wastewater Operations Annual Report presentation to the May 14, 2013 Agenda Session meeting? The requested presentation is the only one on the agenda thus far.

Lisa, the title is:
CH2M Hill Wastewater Operations Annual Report - Billy Ammons, CH2M Hill Regional Business Manager - Agenda Session Only

Thank you,

David Jurgens
City of Fayetteville
Utilities Department Director

(479) 575-8330
(479) 575-8257 (fax)
TDD (Telecommunications Device for the Deaf): (479) 521-1316