Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
June 04, 2013

A meeting of the Fayetteville City Council will be held on June 04, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Quarterly Financial Report – 1st Quarter of 2013,** Paul Becker, Finance Director

Agenda Additions:

A. Consent:

1. **RFP #13-06 Challenger Teamwear:** A resolution awarding RFP #13-06 and authorizing a contract with Challenger Teamwear in the amount of $12.15 plus tax each for youth soccer uniforms for the Fall 2013 and Spring 2014 seasons.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.118-13**

2. **Gallagher Benefits Services:** A resolution approving the annual renewal contract in the amount of $57,600.00 with Gallagher Benefits Services for the provision of City employee benefits broker services.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.119-13**

3. **Bid #13-19 Suncoast Infrastructure, Inc.**: A resolution awarding Bid #13-19 and approving a contract with Suncoast Infrastructure, Inc. in the amount of $162,495.00 to construct Elkins Outfall Gravity Sewer Improvements, and approving a $20,000.00 project contingency.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.120-13**

4. **Goodwin & Goodwin, Inc. Change Order 2:** A resolution approving Change Order No. 2 to the construction contract with Goodwin & Goodwin, Inc. for water and sewer relocations on N. Garland Avenue in the amount of $111,165.35, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.121-13**

5. **2013 Curbside Value Partnership:** A resolution approving application for a 2013 Curbside Value Partnership education recycling marketing grant valued at $25,000.00.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.122-13**

6. **Keep America Beautiful Cigarette Litter Prevention Program Grant:** A resolution authorizing acceptance of a Keep America Beautiful Cigarette Litter Prevention Program Grant in the amount of $1,000.00, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.123-13**

7. **2012 ADEQ Recycling Grant:** A resolution authorizing acceptance of a 2012 Arkansas Department of Environmental Quality Recycling Grant in the amount of $25,000.00 for the purchase of recycling containers for the apartment recycling program, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.124-13**

8. **Concrete Sculpture Donation:** A resolution authorizing acceptance of a concrete sculpture donation from Hank Kaminsky for placement along Scull Creek Trail or Frisco Trail.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.125-13**

9. **EPA Region 6 Wetland Program Development Grant:** A resolution approving application for an EPA Region 6 Wetland Program Development Grant in an amount up to $132,500.00 for an assessment of City streams.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.126-13**

10. **Wal-Mart Stores, Inc.:** A resolution authorizing acceptance of the donation of an AreaRae air detection instrument in an approximate value of $50,000.00 from Wal-Mart Stores, Inc. for use by the Fire Department.

    P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.127-13**

11. **Amend Resolution No. 200-12 Animal Services Advisory Board:** A resolution to amend Resolution No. 200-12 to add a City Council member to the Animal Services Advisory Board.

    P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.128-13**

12. **Bid #13-30 Benchmark Construction of NWA, Inc.:** A resolution awarding Bid #13-30 and authorizing a contract with Benchmark Construction of NWA, Inc. in the amount of $27,900.00 for the construction of a replacement concrete floor for the Solid Waste Transfer Station on Happy Hollow Road, and approving a project contingency of $5,580.00.

    THIS ITEM WAS REMOVED FROM CONSENT FOR DISCUSSION. BENCHMARK CONSTRUCTION REMOVED AND LJB CONSTRUCTION APPROVED.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 129-13

B. Unfinished Business:

1. **Amend §114.02 Farmers' Market:** An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes**. *This ordinance was left on the First Reading at the March 19, 2013 City Council meeting. This 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. This ordinance was left on the Third Reading at the May 21, 2013 City Council meeting and Tabled to the June 4, 2013 City Council meeting.***

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5587

2. **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. ***This ordinance was left on the First Reading at the May 21, 2013 City Council meeting.***

   THIS ITEM WAS LEFT ON THE SECOND READING.

C. New Business:

1. **RZN 13-4360 (693 W. North St./Randle):** An ordinance rezoning that property described in rezoning petition RZN 13-4360, for approximately 2.44 acres, located at 693 West North Street from I-1, Heavy Commercial and Light Industrial, to CS, Community Services.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5588**

2. **RZN 13-4363 (2269 N. Henbest Rd./Nelms):** An ordinance rezoning the properties described in rezoning petition RZN 13-4363, for approximately 5.77 acres, located at 2269 North Henbest Road from R-A, Residential Agricultural, RSF-4, Residential Single-Family, 4 units per acre, and RMF-24, Residential Multi-Family, 24 units per acre, to CS, Community Services and C-2 Thoroughfare Commercial.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5589**

3. **RZN 13-4369 (4253 N. Crossover Rd./Vista Health):** An ordinance rezoning that property described in rezoning petition RZN 13-4369, for approximately 9.58 acres, located at 4253 North Crossover Road from R-O, Residential-Office and C-1, Neighborhood Commercial, to P-1, Institutional.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5590**

4. **Amend §33.046 and §33.050:** An ordinance amending §33.046 Providing Fire Protection Services Outside the City and §33.050 Response to Hazardous Materials Incidents of the Code of Fayetteville to modify Interlocal in mutual-aid provisions and to increase rates charged for fire protection, search and rescue and hazardous materials response services.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5591**

5. **Old Post Office Patio Lease:** A resolution to approve a five year lease of the patio adjoining the Old Post Office to the purchaser of the Old Post Office, Jim Huson.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.130-13**

6. **Industrial Park Land Sale:** A resolution to request that the administration negotiate a land sale agreement to convey about 14.9 acres to a bioscience company planning to build a facility in the Industrial Park.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.131-13**

7. **City Council Budget Adjustment:** A resolution approving a budget adjustment in the total amount of $10,200.00 to provide additional travel and training funding for members of the City Council.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO.132-13**

D. City Council Agenda Session Presentations:

1. **Maylon Rice, Library Board – One Book, One Community**

E. City Council Tour:

1. **June 24, 2013 5:30 p.m.**
   Tri Cycle Farms

F. Announcements:

Adjournment: 8:20 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: June 4, 2013 **Adjourn:** 8:20 p.m.

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

9-0

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

City Council Meeting: **June 4, 2013**

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Gray			
No minutes were approved	**Tennant**	✓			
	Schoppmeyer	✓			
	Adams	✓			
passed	**Long**	✓			
	Gray	✓			
	Marsh	✓			
118-13	**Kinion**	✓			
thru	**Petty**	✓			
129-13	**Mayor Jordan**				
		8-0			

Subject:	(A.12 Removed from Consent for discussion)				Benchmark Construction
Motion To:		Amend resolution to 2nd bidder LJB	Approve LJB Construction as amended		
Motion By:		Tennant	Petty		
Seconded:		Long	Tennant		
A.12. from Consent	**Tennant**	✓	✓		
	Schoppmeyer	✓	✓		
	Adams	✓	✓		
Amended to	**Long**	✓	✓		
2nd bidder	**Gray**	✓	✓		
LJB	**Marsh**	✓	✓		
Construction	**Kinion**	✓	✓		
passed	**Petty**	✓	✓		
129-13	**Mayor Jordan**				
		8-0	8-0		

City Council Meeting: **June 4, 2013**

Subject:	**Amend §114.02 Farmers' Market**		Subsection 3		
Motion To:		Amend to State end person was Clean up after dogs	Amend to add intergrated	Pass	
Motion By:		Long	Gray		
Seconded:		Petty	Kinion		
B. 1	**Tennant**	✓	✓	✓	
Unfinished	**Schoppmeyer**	✓	✓	✓	
Business	**Adams**	✓	✓	✓	
	Long	✓	✓	✓	
passed	**Gray**	✓	✓	N	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
5587	**Mayor Jordan**				
		8-0	8-0	7-1	

Subject:	**Amend Chapters 151, 161, 164 and 172**				
Motion To:		2nd Read			
Motion By:		Adams			
Seconded:		Long			
B. 2	**Tennant**	✓			
Unfinished	**Schoppmeyer**	✓			
Business	**Adams**	✓			
	Long	✓			
Left on the Second Reading	**Gray**	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				
		8-0			

City Council Meeting: **June 4, 2013**

Subject:	**RZN 13-4360 (693 W. North St./Randle)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Petty	Gray		
Seconded:		Long	Adams		
C. 1	**Tennant**	✓	✓	✓	
New	**Schoppmeyer**	✓	✓	✓	
Business	**Adams**	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
passed	**Marsh**	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
5588	**Mayor Jordan**				
		8-0	8-0	8-0	

Subject:	**RZN 13-4363 (2269 N. Henbest Rd./Nelms)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Long	Petty		
Seconded:			Adams		
C. 2	**Tennant**	✓	✓	✓	
New	**Schoppmeyer**	✓	✓	✓	
Business	**Adams**	✓	✓	✓	
	Long	✓	✓	✓	
passed	**Gray**	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
5589	**Mayor Jordan**				
		8-0	8-0	8-0	

City Council Meeting: **June 4, 2013**

Subject:	**RZN 13-4369 (4253 N. Crossover Rd./Vista Health)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Tennant	Tennant		
Seconded:		Long	Long		
C. 3	**Tennant**	✓	✓	✓	
New	**Schoppmeyer**	✓	✓	✓	
Business	**Adams**	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
Passed	**Marsh**	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	Absent during the vote	Absent during the vote	Absent during the vote	
55900	**Mayor Jordan**				
		7-0	7-0		

Subject:	**Amend §33.046 and §33.050**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Kinion	Long		
Seconded:		Marsh	Tennant		
C. 4	**Tennant**	✓	✓	✓	
New	**Schoppmeyer**	✓	✓	✓	
Business	**Adams**	✓	✓	✓	
passed	**Long**	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
55911	**Mayor Jordan**				
		8-0	8-0	8-0	

City Council Meeting: **June 4, 2013**

Subject:	**Old Post Office Patio Lease**				
Motion To:		Amend to Change the lease to the new one	Amend to Not allow smoking	Approve as Amended	
Motion By:		Kinion	Marsh	Gray	
Seconded:		Petty	Petty	Long	
C. 5 New Business	**Tennant**	✓	N	✓	
	Schoppmeyer	✓	N	✓	
	Adams	✓	N	✓	
	Long	✓	N	✓	
	Gray	✓	N	✓	
passed as Amended	**Marsh**	N	✓	N	
	Kinion	✓	N	✓	
	Petty	✓	✓	N	
130-13	**Mayor Jordan**				
		7-1	2-6 Amendment failed	6-2 passed	

Subject:	**Industrial Park Land Sale**				
Motion To:		Approve			
Motion By:		Long			
Seconded:		Marsh			
C. 6 New Business	**Tennant**	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
passed	**Gray**	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
131-13	**Mayor Jordan**				

8-0

City Council Meeting: **June 4, 2013**

Subject:	**City Council Budget Adjustment**				
Motion To:		Approve			
Motion By:		Tennant			
Seconded:		Schoppmeyer			
C. 7	**Tennant**	✓			
New	**Schoppmeyer**	✓			
Business	**Adams**	✓			
	Long	✓			
passed	**Gray**	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
132-13	**Mayor Jordan**				

8-0

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

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: CITY ATTORNEY KIT WILLIAMS

DATE: JUNE 5, 2013

RE: PASSED ITEMS FROM JUNE 4, 2013 CITY COUNCIL MEETING

The following items prepared by the City Attorney's office were passed by the Fayetteville City Council at its meeting of June 4, 2013:

1. **RFP #13-06 Challenger Teamwear:** A resolution awarding RFP #13-06 and authorizing a contract with Challenger Teamwear in the amount of $12.15 plus tax each for youth soccer uniforms for the Fall 2013 and Spring 2014 seasons.

2. **Gallagher Benefits Services:** A resolution approving the annual renewal contract in the amount of $57,600.00 with Gallagher Benefits Services for the provision of City employee benefits broker services.

3. **Bid #13-19 Suncoast Infrastructure, Inc.:** A resolution awarding Bid #13-19 and approving a contract with Suncoast Infrastructure, Inc. in the amount of $162,495.00 to construct Elkins Outfall Gravity Sewer Improvements, and approving a $20,000.00 project contingency.

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6. **Keep America Beautiful Cigarette Litter Prevention Program Grant:** A resolution authorizing acceptance of a Keep America Beautiful Cigarette Litter

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10. **Wal-Mart Stores, Inc.:** A resolution authorizing acceptance of the donation of an AreaRae air detection instrument in an approximate value of $50,000.00 from Wal-Mart Stores, Inc. for use by the Fire Department.

11. **Amend Resolution No. 200-12 Animal Services Advisory Board:** A resolution to amend Resolution No. 200-12 to add a City Council member to the Animal Services Advisory Board.

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13. **Amend §114.02 Farmers' Market:** 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 a special events permit and to make other changes.

14. **Amend §33.046 and §33.050:** An ordinance amending §33.046 Providing Fire Protection Services Outside the City and §33.050 Response to Hazardous Materials Incidents of the Code of Fayetteville to modify Interlocal in mutual-aid provisions and to increase rates charged for fire protection, search and rescue and hazardous materials response services.

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City Council Meeting
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   Left on the First Reading

C. New Business:

1. **RZN 13-4360 (693 W. North St./Randle):** An ordinance rezoning that property described in rezoning petition RZN 13-4360, for approximately 2.44 acres, located at 693 West North Street from I-1, Heavy Commercial and Light Industrial, to CS, Community Services.

2. **RZN 13-4363 (2269 N. Henbest Rd./Nelms):** An ordinance rezoning the properties described in rezoning petition RZN 13-4363, for approximately 5.77 acres, located at 2269 North Henbest Road from R-A, Residential Agricultural, RSF-4, Residential Single-Family, 4 units per acre, and RMF-24, Residential Multi-Family, 24 units per acre, to CS, Community Services and C-2 Thoroughfare Commercial.

3. **RZN 13-4369 (4253 N. Crossover Rd./Vista Health):** An ordinance rezoning that property described in rezoning petition RZN 13-4369, for approximately 9.58 acres, located at 4253 North Crossover Road from R-O, Residential-Office and C-1, Neighborhood Commercial, to P-1, Institutional.

4. **Amend §33.046 and §33.050:** An ordinance amending §33.046 Providing Fire Protection Services Outside the City and §33.050 Response to Hazardous Materials Incidents of the Code of Fayetteville to modify Interlocal in mutual-aid provisions and to increase rates charged for fire protection, search and rescue and hazardous materials response services.

5. **Old Post Office Patio Lease:** A resolution to approve a five year lease of the patio adjoining the Old Post Office to the purchaser of the Old Post Office, Jim Huson.

6. **Industrial Park Land Sale:** A resolution to request that the administration negotiate a land sale agreement to convey about 14.9 acres to a bioscience company planning to build a facility in the Industrial Park.

7. **City Council Budget Adjustment:** A resolution approving a budget adjustment in the total amount of $10,200.00 to provide additional travel and training funding for members of the City Council.

D. City Council Agenda Session Presentations:

1. **Maylon Rice, Library Board – One Book, One Community**

E. City Council Tour:

1. **June 24, 2013 5:30 p.m.**
   Tri Cycle Farms

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.

RESOLUTION NO. _____

A RESOLUTION AWARDING RFP #13-06 AND AUTHORIZING A CONTRACT WITH CHALLENGER TEAMWEAR IN THE AMOUNT OF $12.15 PLUS TAX EACH FOR YOUTH SOCCER UNIFORMS FOR THE FALL 2013 AND SPRING 2014 SEASONS

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 #13-06 and authorizes a contract with Challenger Teamwear in the amount of $12.15 plus tax each for youth soccer uniforms for the Fall 2013 and Spring 2014 seasons.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

Sarah Wrede	Engineering	Development Services
Submitted By	**Division**	**Department**

Action Required:

A resolution to authorize the City to apply for Up to $132,500.00 from the EPA Region 6 Wetland Program Development Grant for an Assessment of City Streams. SMW

$ 25,000.00	$ 228,499.99	Stormwater Quality Mgmt/Nutrient Reduct
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5817.00	$ 75,104.86	Bridge & Drainage Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02097	$ 153,395.13	Sales Tax Capital Improvement
Project Number	Remaining Balance	Fund Name

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

Department Director — 5/17/13 Date

City Attorney — 5-20-13 Date

Finance and Internal Services Director — 5-20-2013 Date

Chief of Staff — 5-21-13 Date

Mayor — 5/21/13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — 05-17-13 P03:37 RCVD — Kim J.

Received in Mayor's Office — ENTERED 5/20/13 PM

Comments:

RESOLUTION NO. _____

A RESOLUTION APPROVING APPLICATION FOR AN EPA REGION 6 WETLAND PROGRAM DEVELOPMENT GRANT IN AN AMOUNT UP TO $132,500.00 FOR AN ASSESSMENT OF CITY STREAMS

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 applying for an EPA Region 6 Wetland Program Development Grant in an amount up to $132,500.00 for an assessment of City streams.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

Added at the City Council Agenda Session 5/28/13

June 4th, 2013
City Council Meeting Date
Agenda Items Only

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

Action Required:

Resolution to award bid 13-30 in the amount of $27,900 to Benchmark Construction and approve a project contingency in the amount of $5,580.00.

$ 27,900.00	$ 198,898.00	Materials Facility Recovery Improvements
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5080.5816.00	$ -	Solid Waste Improvements
Account Number	Funds Used to Date	Program / Project Category Name
07012 / 1	$ 198,898.00	Solid Waste
Project Number	Remaining Balance	Fund Name

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

Department Director — Date 5/28/13

City Attorney — Date 5-28-13

Finance and Internal Services Director — Date 5-28-2013

Chief of Staff — Date 5-28-13

Mayor — Date 5/28/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — 05-23-13 P02:13 RCVD

Received in Mayor's Office — ENTERED 5/28/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

Council Meeting of June 4, 2013

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Chris Brown, City Engineer CB

Date: May 28, 2013

Subject: Solid Waste Transfer Station Tipping Floor Replacement

PROPOSAL:

Bids were received on May 28, 2013 for the replacement of the concrete floor at the Solid Waste Transfer Station on Happy Hollow Road. 4 bids were received, ranging from a high of $71,176.29 to a low of $27,900. The low bid was submitted by Benchmark Construction of NWA, Inc. Benchmark Construction has provided this type of work for the City in the past, and has recently constructed an outdoor concrete slab at the solid waste facility's compost site.

RECOMMENDATION:

Staff recommends approval of the bid from Benchmark Construction of NWA, Inc, and approval of a contingency in the amount of $5,580, representing 20% of the construction bid.

BUDGET IMPACT:

This project will be funded from the Materials Facility Recovery Improvements Project in the Solid Waste Fund

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-30 AND AUTHORIZING A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF $27,900.00 FOR THE CONSTRUCTION OF A REPLACEMENT CONCRETE FLOOR FOR THE SOLID WASTE TRANSFER STATION ON HAPPY HOLLOW ROAD, AND APPROVING A PROJECT CONTINGENCY OF $5,580.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-30 and authorizes a contract with Benchmark Construction of NWA, Inc. in the amount of $27,900.00 for the construction of a replacement concrete floor for the solid waste transfer station on Happy Hollow Road, and further approves a project contingency in the amount of $5,580.00.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS

BID: 13-30
DATE: 05/28/13
TIME: 10:00 AM
CITY OF FAYETTEVILLE

Bid 13-30, Construction - Solid Waste Concrete Floor Replacement

BIDDER		TOTAL BASE BID
1 Backus Concrete	$	54,500.00
2 Benchmark Construction of NWA, Inc.	$	27,900.00
3 GRR Land Co., LLC / Rip Gresham Construction	$	71,176.29
4 LJB Construction, Inc.	$	54,473.00

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

CERTIFIED: CA. FOREN, PURCH AGENT — WITNESS — 5-28-13 DATE

City of Fayetteville
Bid 13-30, Construction – Solid Waste Concrete Floor Replacement
Bid Form

Contract Name: Bid 13-30, Construction – Solid Waste Concrete Floor Replacement
Bid Number 13-30

BID TO:

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

BID FROM:

Bidder: BENCHMARK CONST
333 W. POPLAR ST, STE A
FAYETTEVILLE, AR 72703

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville 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. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. 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 City's Notice of Award.

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 the following Addenda, receipt of all which is hereby acknowledged:

Number	Date
1	5/23

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.

Fayetteville ARKANSAS

Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- [x] 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
  - In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- [x] All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- [x] All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- [x] All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- [x] All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: BENCHMARK CONST

ARKANSAS CONTRACTORS LICENSE NUMBER: 0033500414

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 City 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 City 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 City.

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 – Base Bid Price:

Bid Amount (in US Dollars). Refer to "Terms and Conditions" for descriptions.

A.) Total Turn-Key Bid Amount: *$ 27,900 00

*Total amount to complete project based on bidding documents provided, including plans (including contractor all materials, labor, bonds, insurance, taxes, etc).

B.) BIDDER CONFIRMS AND AGREES TO PROJECT COMPLETION TIME OF 7 BUSINESS DAYS, COUNTING SATURDAY AS A BUSINESS DAY: YES NO **(CIRCLE ONE)**

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

N/A

Section 6 – 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 Agreement.

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 7 – Communications:

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

STEVE SMITH
BENCHMARK CONST

Phone No. 479 251-1316
FAX No. 251-1319

Section 8 – SIGNATURE:

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

SUBMITTED on this 28 Date of MAY, 2013.

Arkansas State Contractor License No. 0033500414.

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: BENCHMARK CONST OF NWA, INC (SEAL)

Date of Incorporation: 1976

Type (General Business, Professional, Service, Limited Liability): _____

By: Stephen Smith, CEO
(Signature – attach evidence of authority to sign)

Name (type or printed): STEPHEN SMITH

Title: CEO

(CORPORATE SEAL)

Business address: 333 W. POPLAR, STE A
FAYETTEVILLE, AR 72703

Phone No.: 479 231-1316 FAX No.: 251-1319

City of Fayetteville
Bid 13-30, Construction – Solid Waste Concrete Floor Replacement
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: BENCHMARK CONST OF NWA, INC

BUSINESS ADDRESS: 333 W. POPLAR ST, STE A

NUMBER OF YEARS IN BUSINESS: 38 HOW LONG IN PRESENT LOCATION: 10

TOTAL NUMBER OF CURRENT EMPLOYEES: 12 FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 5 FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. CITY OF FAY
COMPANY NAME
113 W. MOUNTAIN
CITY, STATE, ZIP
ANDREA FOREN
CONTACT PERSON
575-8220
TELEPHONE
01/13
DATE COMPLETED
AFOREN@CI.FAYETTEVILLE.AR.US
E-MAIL ADDRESS

2. UNIV OF ARK
COMPANY NAME
FAY, AR 72701
CITY, STATE, ZIP
BOB BEELER
CONTACT PERSON
575-5050
TELEPHONE
06/11
DATE COMPLETED
RWBEELER@UARK.EDU
E-MAIL ADDRESS

3. CITY OF SPRINGDALE
COMPANY NAME
SPRINGDALE, AR 72764
CITY, STATE, ZIP
WYMAN MORGAN
CONTACT PERSON
750-8114
TELEPHONE
03/12
DATE COMPLETED
WMORGAN@SPRINGDALE.AR.GOV
E-MAIL ADDRESS

4. HIGHLANDS ONCOLOGY GROUP
COMPANY NAME
FAYETTEVILLE, AR
CITY, STATE, ZIP
KATHEY RHOADS
CONTACT PERSON
587-1700
TELEPHONE
04/13
DATE COMPLETED
KRHOADS@HOGONC.COM
E-MAIL ADDRESS

B·H·C
Brown • Hiller • Clark & Associates
5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Benchmark Construction of NWA, Inc.
333 West Poplar, Ste A
Fayetteville, AR 72703

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Westfield Insurance Company
P. O. Box 5001
Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

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

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID** Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **City of Fayetteville- Solid Waste Concrete Floor Replacement**
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **28th** day of **May** **2013**

Barbara J. Smith
(Witness)

Benchmark Construction of NWA, Inc.
(Principal) (Seal)

Stephen Smith
(Title)

Miranda Gazon
(Witness)

Westfield Insurance Company
(Surety)

Elizabeth A. Solomon
(Title) (Seal)

Elizabeth A. Solomon , Attorney-in-Fact

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THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/23/12, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **0320052 04**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
SAM B. HILLER, LARRY R. CLARK, JANICE A. BUTLER, SCOTT R. CLARK, MARTY C. CLARK, VICCI L. HILLER, SHANNON C. SCHMIDLY, ELIZABETH A. SOLOMON, JOINTLY OR SEVERALLY

of **FORT SMITH** and State of **AR** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- .

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"*Be It Resolved,* that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"*Be it Further Resolved,* that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **23rd** day of **JULY** A.D., **2012** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus
Dennis P. Baus, *National Surety Leader and Senior Executive*

State of Ohio
County of Medina ss.:

On this **23rd** day of **JULY** A.D., **2012** , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

William J. Kahelin
William J. Kahelin, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 28th day of May A.D., 2013.

Frank A Carrino *Secretary*
Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

RESOLUTION NO. _____

A RESOLUTION TO REQUEST THAT THE ADMINISTRATION NEGOTIATE A LAND SALE AGREEMENT TO CONVEY ABOUT 14.9 ACRES TO A BIOSCIENCE COMPANY PLANNING TO BUILD A FACILITY IN THE INDUSTRIAL PARK

WHEREAS, the City Council has long supported economic development of clean and high technology industry in Fayetteville; and

WHEREAS, the Arkansas Economic Development Commission and Arkansas Governor have agreed to assist a bioscience company to build and operate a new facility in the Fayetteville Industrial Park if the City of Fayetteville will also provide some economic incentives to facilitate this project; and

WHEREAS, the City Council requests that the Administration negotiate a land sale agreement with this bioscience company to purchase about 14.9 acres of land in the Industrial Park at a reduced cost of $15,000.00 per acre as part of the required participation with the Arkansas Economic Development Commission to incentivize this company to locate its new facility here.

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 requests that the Administration to negotiate a land sale contract with this bioscience company to be presented in the future to the City Council for its consideration and final approval.

PASSED and **APPROVED** this 4th day of June 2013.

APPROVED: ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Handed out at the 6/4/13 City Council meeting

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

Council Meeting of June 4, 2013

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Chris Brown, City Engineer CB

Date: June 3, 2013

Subject: Solid Waste Transfer Station Tipping Floor Replacement
UPDATED RECOMMENDATION

PROPOSAL:

Bids were received on May 28, 2013 for the replacement of the concrete floor at the Solid Waste Transfer Station on Happy Hollow Road. 4 bids were received, ranging from a high of $71,176.29 to a low of $27,900. The low bid was submitted by Benchmark Construction of NWA, Inc. However, on May 31st, Benchmark construction withdrew their bid due to an error that would have created a financial hardship. Due to the time sensitive nature of this project, and the need to get the work done in the summertime, staff contacted LJB Construction, the second bidder at $54,473.00 and informed them that we would be recommending that they be awarded the bid. LJB has submitted a signed contract that is included with this memo.

RECOMMENDATION:

Staff recommends approval of the bid from LJB Construction in the amount of $54,473.00 and approval of a contingency in the amount of $5,447, representing 10% of the construction bid.

BUDGET IMPACT:

This project will be funded from the Materials Facility Recovery Improvements Project in the Solid Waste Fund.

Andrea Foren - Solid Waste Concrete Pad Replacement

From: Steve or Roger <benchmarkconst@att.net>
To: Andrea Foren <aforen@ci.fayetteville.ar.us>
Date: 5/31/2013 8:57 AM
Subject: Solid Waste Concrete Pad Replacement

Hello Andrea,

Yesterday evening, I printed the Solid Waste concrete takeoff from my computer to review it with Roger and discovered an error that I did not see on the computer screen. The scribner error that occurred left out all of the concrete material that totals $15,983.00. The error will result in a financial burden should we take on the project. I regret to inform you that in the interest of Benchmark and the City, we will need to withdraw our bid.

If you need to visit with me, please don't hesitate to call. This is an embarrasing situation and is below Benchmark's standards. We apologize for any inconvenience.

Sincerely,

Steve Smith

BENCHMARK CONSTRUCTION OF NWA, INC.
333 W Poplar, Suite A
Fayetteville, AR 72703

Office: 479-251-1316
Fax: 479-251-1319
Roger Ross cell: 479-871-2085
Steve Smith cell: 479-871-2082
Email: benchmarkconst@att.net

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-30 AND AUTHORIZING A CONTRACT WITH LJB CONSTRUCTION, INC. IN THE AMOUNT OF $54,473.00 FOR THE CONSTRUCTION OF A REPLACEMENT CONCRETE FLOOR FOR THE SOLID WASTE TRANSFER STATION ON HAPPY HOLLOW ROAD, AND APPROVING A PROJECT CONTINGENCY OF $5,447.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-30 and authorizes a contract with LJB Construction, Inc. in the amount of $54,473.00 for the construction of a replacement concrete floor for the solid waste transfer station on Happy Hollow Road, and further approves a project contingency in the amount of $5,447.00.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS

BID: 13-30
DATE: 05/28/13
TIME: 10:00 AM
CITY OF FAYETTEVILLE

Bid 13-30, Construction - Solid Waste Concrete Floor Replacement

	BIDDER		TOTAL BASE BID
1	Backus Concrete	$	54,500.00
2	Benchmark Construction of NWA, Inc.	$	27,900.00
3	GRR Land Co., LLC / Rip Gresham Construction	$	71,176.29
4	LJB Construction, Inc.	$	54,473.00

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

CERTIFIED: CA. FOREN, PURCH AGENT — WITNESS — 5-28-13 DATE

Fayetteville ARKANSAS

www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

CONTRACT

Reference Bid: 13-30, Construction – Solid Waste Concrete Floor Replacement
Contractor: LJB Construction, Inc.
Term: Single Project

This contract executed this 31st day of MAY, 2013, between the City of Fayetteville, Arkansas, and **LJB Construction, Inc.** In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **LJB Construction, Inc.** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 13-30 as stated in **LJB Construction, Inc.** bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 13-30, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay **LJB Construction, Inc.** based on their bid proposal in an amount not to exceed **$54,473.00.** Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.

3. The Contract documents which comprise the contract between the City of Fayetteville and **LJB Construction, Inc.** consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to Bid 13-30 with the specifications and conditions typed thereon.
   B. **LJB Construction, Inc.** bid proposal.
   C. The Notice to Prospective Bidders and the Bid Tabulation.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and **LJB Construction, Inc.** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **LJB Construction, Inc.**

5. **LJB Construction, Inc.** shall not assign its duties under the terms of this agreement.

6. **LJB Construction, Inc.** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **LJB Construction, Inc.** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. **LJB Construction, Inc.** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **LJB Construction, Inc.** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

   Workmen's Compensation Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability	$500,000 for each person injured. $1,000,000 for each accident.
Property Damage Liability	$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **LJB Construction, Inc.**

8. **LJB Construction, Inc.** to furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or **LJB Construction, Inc.** with 30 days written notice.

10. This project shall be completed within seven (7) business days, Saturday counting as a business day, from issue date of Notice to Proceed.

11. Liquidated Damages: Liquidated damages in the amount $6,350 shall apply per calendar day past the allowable project completion time of seven (7) business days, with Saturday counting as a business day. In the event liquidated damages apply, the City will deduct the liquidated damage amount from the amount of funds due to the contractor.

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

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

WITNESS OUR HANDS THIS 31st **DAY OF** MAY**, 2013.**

LJB CONSTRUCTION, INC.

By: Larry Beck
Signature

LARRY BECK, PRESIDENT
Printed Contractor Name & Title

Brian Beck
ATTEST *(Signature)*

BRIAN BECK
Company Secretary *(Printed Name)*

Business Address

ROGERS, AR. 72756
City, State & Zip Code

Date Signed: 31-MAY-2013

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

ATTEST: *(Signature)*

Sondra Smith, City Clerk

Date Signed: _____

City of Fayetteville
Bid 13-30, Construction – Solid Waste Concrete Floor Replacement
Bid Form

Contract Name: Bid 13-30, Construction – Solid Waste Concrete Floor Replacement
Bid Number 13-30

BID TO:

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

BID FROM:

Bidder: LJB CONSTRUCTION INC.
2800 N. 2ND ST., STE 123
ROGERS, AR 72756

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville 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. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. 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 City's Notice of Award.

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 the following Addenda, receipt of all which is hereby acknowledged:

Number	Date
1	23-MAY-2013

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.

Fayetteville ARKANSAS

Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- [x] 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
  - In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- [x] All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- [x] All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- [x] All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- [x] All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: LJB CONSTRUCTION INC.

ARKANSAS CONTRACTORS LICENSE NUMBER: 0179360314

BID DUE: TUESDAY 28-MAY-2013 @ 10:00 AM

RECEIVED
MAY 28 2013
PURCHASING

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 City 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 City 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 City.

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 – Base Bid Price:

Bid Amount (in US Dollars). Refer to "Terms and Conditions" for descriptions.

A.) Total Turn-Key Bid Amount: *$ 54,473.00

*Total amount to complete project based on bidding documents provided, including plans (including contractor all materials, labor, bonds, insurance, taxes, etc).

B.) BIDDER CONFIRMS AND AGREES TO PROJECT COMPLETION TIME OF 7 BUSINESS DAYS, COUNTING SATURDAY AS A BUSINESS DAY: YES NO (CIRCLE ONE)

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

N/A

Section 6 – 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 Agreement.

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 7 – Communications:

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

LJB CONSTRUCTION INC.
P.O. BOX 705
ROGERS, AR 72756
Phone No. 479-899-6140
FAX No. 479-899-6141

Section 8 – SIGNATURE:

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

SUBMITTED on this 28th Date of MAY, 20 13.

Arkansas State Contractor License No. 0179360314.

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: LJB CONSTRUCTION INC (SEAL)

Date of Incorporation: AUGUST 2006

Type (General Business, Professional, Service, Limited Liability): GENERAL CONTRACTOR

By: Larry Beck

(Signature – attach evidence of authority to sign)

Name (type or printed): LARRY BECK

Title: PRESIDENT

(CORPORATE SEAL)

Business address: 2800 N. 2nd ST., STE. 123
ROGERS, AR 72756

Phone No.: 479-899-6140 FAX No.: 479-899-6141

City of Fayetteville
Bid 13-30, Construction – Solid Waste Concrete Floor Replacement
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: LJB CONSTRUCTION INC

BUSINESS ADDRESS: 2800 N. 2nd ST, STE 123, ROGERS, AR 72756

NUMBER OF YEARS IN BUSINESS: 7 HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: 17 FULL TIME 16 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 8 FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. US ARMY CORP of ENGINEERS
COMPANY NAME
ROGERS, AR 72756
CITY, STATE, ZIP
SEAN HARPER
CONTACT PERSON
479-636-1210
TELEPHONE
CURRENT 4th YEAR CONTRACT
DATE COMPLETED
SEAN.P.HARPER@USACE.ARMY.MIL
E-MAIL ADDRESS

2. CITY of FAYETTEVILLE
COMPANY NAME
FAYETTEVILLE, AR 72701
CITY, STATE, ZIP
MATT MIHALEVICH, PLA
CONTACT PERSON
479-444-3416
TELEPHONE
JUNE 2012
DATE COMPLETED
MMIHALEVICH@ci.fayetteville.ar.us
E-MAIL ADDRESS

3. KRAFT FOODS
COMPANY NAME
FORT SMITH, AR
CITY, STATE, ZIP
ASHOK PATEL
CONTACT PERSON
479-648-0100
TELEPHONE
ON GOING FOR 6 YEARS
DATE COMPLETED
ASHOK.PATEL@KRAFT.COM
E-MAIL ADDRESS

4. CITY of FAYETTEVILLE, PARKS & REC
COMPANY NAME
FAYETTEVILLE, AR 72701
CITY, STATE, ZIP
ALISON JUMPER
CONTACT PERSON
479-444-3471
TELEPHONE
APRIL 2013
DATE COMPLETED
ajumper@ci.fayetteville.ar.us
E-MAIL ADDRESS

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
LJB Construction, Inc.
2800 North 2nd Street, Suite 123, Rogers, AR 72756
as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)
U.S. Specialty Insurance Company
16415 Addison Rd., Suite 200, Addison, Texas, 75001
a corporation duly organized under the laws of the State of **Texas**
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Fayetteville
113 W. Mountain Street, Fayetteville, AR 72701 (Here insert full name and address or legal title of Owner)
as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of the Greatest Amount Bid ---------- Dollars (**5% GAB**)
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Bid 13-30 Solid Waste Concrete Floor Replacement, Fayetteville, AR

NOW, THEREFORE, if the Obligee, shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee, in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee, the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee, may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **28th** day of **May, 2013**

(Witness)

LJB Construction, Inc. (Principal) (Seal)

President
(Title)

(Witness)

U.S. Specialty Insurance Company (Surety) (Seal)

Cheri Irby (Title) **Attorney-in-Fact**

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Sammy J. Mullis, John Newby, Michael L. Tullis, Mary Jo Zakrzewski or Cheri Irby of Little Rock, Arkansas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Ten Million****** **Dollars ($** **10,000,000.00** **).**

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is graned under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: _____
Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

V. WRIGHT
Commission # 1998319
Notary Public - California
Los Angeles County
My Comm. Expires Dec 8, 2016

Signature _____ (Seal)

I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of May, 2013

Corporate Seals

Bond No. _____
Agency No. 17038

Jeannie Lee, Assistant Secretary

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
June 04, 2013

A meeting of the Fayetteville City Council will be held on June 04, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Quarterly Financial Report – 1st Quarter of 2013,** Paul Becker, Finance Director

Agenda Additions:

A. Consent:

1. Approval of the May 21, 2013 City Council meeting minutes.

2. **RFP #13-06 Challenger Teamwear:** A resolution awarding RFP #13-06 and authorizing a contract with Challenger Teamwear in the amount of $12.15 each for youth soccer uniforms for the Fall 2013 and Spring 2014 seasons.

3. **Gallagher Benefits Services:** A resolution approving the annual renewal contract in the amount of $57,600.00 with Gallagher Benefits Services for the provision of City employee benefits broker services.

4. **Bid #13-19 Suncoast Infrastructure, Inc.**: A resolution awarding Bid #13-19 and approving a contract with Suncoast Infrastructure, Inc. in the amount of $162,495.00 to construct Elkins Outfall Gravity Sewer Improvements, and approving a $20,000.00 project contingency.

5. **Goodwin & Goodwin, Inc. Change Order 2:** A resolution approving Change Order No. 2 to the construction contract with Goodwin & Goodwin, Inc. for water and sewer relocations on N. Garland Avenue in the amount of $111,165.35, and approving a budget adjustment.

6. **2013 Curbside Value Partnership:** A resolution approving application for a 2013 Curbside Value Partnership education recycling marketing grant valued at $25,000.00.

7. **Keep America Beautiful Cigarette Litter Prevention Program Grant:** A resolution authorizing acceptance of a Keep America Beautiful Cigarette Litter Prevention Program Grant in the amount of $1,000.00, and approving a budget adjustment.

8. **2012 ADEQ Recycling Grant:** A resolution authorizing acceptance of a 2012 Arkansas Department of Environmental Quality Recycling Grant in the amount of $25,000.00 for the purchase of recycling containers for the apartment recycling program, and approving a budget adjustment.

9. **Concrete Sculpture Donation:** A resolution authorizing acceptance of a concrete sculpture donation from Hank Kaminsky for placement along Scull Creek Trail or Frisco Trail.

10. **EPA Region 6 Wetland Program Development Grant:** A resolution approving application for an EPA Region 6 Wetland Program Development Grant in the amount of $100,000.00 for an assessment of City streams.

11. **Wal-Mart Stores, Inc.:** A resolution authorizing acceptance of the donation of an AreaRae air detection instrument in an approximate value of $50,000.00 from Wal-Mart Stores, Inc. for use by the Fire Department.

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. This ordinance was left on the Third Reading at the May 21, 2013 City Council meeting and Tabled to the June 4, 2013 City Council meeting.***

   Left on the Third Reading

2. **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. ***This ordinance was left on the First Reading at the May 21, 2013 City Council meeting.***

   Left on the First Reading

C. New Business:

1. **RZN 13-4360 (693 W. North St./Randle):** An ordinance rezoning that property described in rezoning petition RZN 13-4360, for approximately 2.44 acres, located at 693 West North Street from I-1, Heavy Commercial and Light Industrial, to CS, Community Services.

2. **RZN 13-4363 (2269 N. Henbest Rd./Nelms):** An ordinance rezoning the properties described in rezoning petition RZN 13-4363, for approximately 5.77 acres, located at 2269 North Henbest Road from R-A, Residential Agricultural, RSF-4, Residential Single-Family, 4 units per acre, and RMF-24, Residential Multi-Family, 24 units per acre, to CS, Community Services and C-2 Thoroughfare Commercial.

3. **RZN 13-4369 (4253 N. Crossover Rd./Vista Health):** An ordinance rezoning that property described in rezoning petition RZN 13-4369, for approximately 9.58 acres, located at 4253 North Crossover Road from R-O, Residential-Office and C-1, Neighborhood Commercial, to P-1, Institutional.

4. **Amend §33.046 and §33.050:** An ordinance amending §33.046 Providing Fire Protection Services Outside the City and §33.050 Response to Hazardous Materials Incidents of the Code of Fayetteville to modify Interlocal in mutual-aid provisions and to increase rates charged for fire protection, search and rescue and hazardous materials response services.

5. **Old Post Office Patio Lease:** A resolution to approve a five year lease of the patio adjoining the Old Post Office to the purchaser of the Old Post Office, Jim Huson.

6. **Industrial Park Land Sale:** A resolution to request that the administration negotiate a land sale agreement to convey about 14.9 acres to a bioscience company planning to build a facility in the Industrial Park.

7. **Amend Resolution No. 200-12 Animal Services Advisory Board:** A resolution to amend Resolution No. 200-12 to add a City Council member to the Animal Services Advisory Board.

8. **City Council Budget Adjustment:** A resolution approving a budget adjustment in the total amount of $10,200.00 to provide additional travel and training funding for members of the City Council.

D. City Council Agenda Session Presentations:

1. **Maylon Rice, Library Board – One Book, One Community**

E. City Council Tour:

1. **June 24, 2013 5:30 p.m.**
   Tri Cycle Farms

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

6/4/2013
City Council Meeting Date
Agenda Items Only

Alan Spann AS	Parks and Recreation	Parks and Recreation
Submitted By	**Division**	**Department**

Action Required:

Resolution to award RFP #13-06 to Challenger Teamwear for the purchase of soccer uniforms in the the amount of $23,000 for the Fall 2013 and Spring 2014 seasons at the cost of $12.15 per uniform.

$ 23,000.00	$ 67,052.00	Tournament Supplies and Awards
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.5220.5200.05	$ 13,727.18	Parks Development
Account Number	Funds Used to Date	Program / Project Category Name
N/A	$ 53,324.82	Parks Development
Project Number	Remaining Balance	Fund Name

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

Connie Edmonston — Department Director — 5-14-13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

City Attorney — 5-15-13 Date

Paul A. Becker — Finance and Internal Services Director — 5-16-2013 Date

Received in City Clerk's Office: 05-14-13 P04:27 RCVD — Kim J.

Chief of Staff (for Don Marr) — 05-16-2013 Date

Received in Mayor's Office: ENTERED 5/15/13 P.H.

Mayor — 5/16/13 Date

Comments:

City Council Meeting of June 4, 2013

Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council
Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
From: Alan Spann, Recreation Program Manager
Date: May 13, 2013
Subject: **Resolution to approve a purchase of youth soccer uniforms from Challenger Teamwear in the amount of $23,000 for the Fall 2013 Season and the Spring 2014 Season.**

RECOMMENDATION

Parks and Recreation Staff recommends City Council award RFP #13-06 to Challenger for $23,000 for the Fall 2013 and Spring 2014 Season. The amount for the Spring Season depends on the number of children who enroll in the program. Allowing an amount for the Spring Season enables the children who register to play only in the Spring Season to have the same uniform design as the children who play in the Fall Season.

BACKGROUND

One of the fastest growing recreation programs in America is youth soccer. Fayetteville Parks and Recreation's Soccer Program is no exception. This past fall and spring, approximately 1,626 different kids participated in Fayetteville's soccer program, with 1,352 playing in the fall and an additional 274 new participants in the spring. Fayetteville has one of the three largest recreational youth soccer programs in Arkansas.

DISCUSSION

Currently, Fayetteville Parks and Recreation charges a registration fee ranging from $50 to $95 per participant, depending on age. Included in this registration fee is the price for uniforms, a secondary insurance fee, equipment, official's fees and other expenses associated with the program. More specifically, Parks and Recreation budgets approximately $16 per child for soccer uniforms. This includes a shirt, shorts and a pair of soccer socks, along with the cost of printing for each sponsor's logo.

An RFP was released asking companies to submit possible uniforms for our program to use. The Selection Committee unanimously selected Challenger.

Four companies submitted a proposal for the uniform purchase ranging in price from $12.15 - $23.25 per uniform set. The committee chose Challenger due to its high quality and durability at a low cost of $12.15. Challenger met all the qualifications as submitted on the RFP and has always provided good service to Parks and Recreation during previous years.

Detailed information on Challenger Teamwear can be found at http://challengerteamwear.com/The-Teamwear-Difference/About-Us. On their website,

City Council Meeting of June 4, 2013

Agenda Item Number

Detailed information on Challenger Teamwear can be found at http://challengerteamwear.com/The-Teamwear-Difference/About-Us. On their website, they discuss a little about their company, including how they are the only total soccer company in the United States. Their RFP response also discusses how all their uniforms are housed, separated, printed, packed, and shipped from one central location. According to page 9 of their response, Challenger mentions their in-house print department meets all OSHA standards and in 35 years no employee has been hurt. Challenger employs men and women equally at all skill levels as well as the disabled. Their management policy is to help those who may not have had the best opportunities, to learn skills through on-the-job training to get ahead within the company.

BUDGET IMPACT

The 2013 Operational Budget includes $23,000 for the purchase of Soccer Uniforms. This purchase will include an approximate total payment of $23000 for Fall 2013 and Spring 2014. These expense figures depend on the amount of participants who register to play.

Attachments:
Bid Tabulation Form
Challenger RFP
Challenger - Environmental Best Management Practices

RESOLUTION NO. _____

A RESOLUTION AWARDING RFP #13-06 AND AUTHORIZING A CONTRACT WITH CHALLENGER TEAMWEAR IN THE AMOUNT OF $12.15 EACH FOR YOUTH SOCCER UNIFORMS FOR THE FALL 2013 AND SPRING 2014 SEASONS

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 #13-06 and authorizes a contract with Challenger Teamwear in the amount of $12.15 each for youth soccer uniforms for the Fall 2013 and Spring 2014 seasons.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
RFP 13-06, Soccer Uniforms
List of Proposals Received: 05/01/2013 @ 2:00 PM

	Name	Contact	Phone Number	Email	Address	City	State	Zip
1	American Soccer Company, Inc.	Vicki Cairns	(800) 626-7774	vicki@scoresports.com	726 E. Anaheim St	Wilmington	CA	90744
2	Challenger Teamwear	Greg Knight	(866) 246-5862	gknight@challengerteamwear.com	8263 Flint	Lexexa	KS	66214
3	Code Four Athletics, LLC	Jeri Bates	(425) 255-6677	jerib@codefourathletics.com	22013 68th Ave. South	Kent	WA	98032
4	Home Team Athletics	Dennis Jones	(910) 938-0862	hometeamathletics@embarqmail.com	242 S. Wilmington HWY	Jacksonville	NC	28540

Pricing Evaluation

Name	Price - Year 1	Price - Year 2	% Increase	$ Increase	Shipping	Notes
American Soccer Company, Inc.	$ 12.95	SAME	0%	$ -	15-20 business days	UPS ground on initial order only, Standard UPS or USPS rates for add-on orders
Challenger Teamwear	$ 12.15	SAME	0%	$ -	12-16 calendar days	
Code Four Athletics, LLC	$23.25 / $21.50	$24.41 / $22.58	2% to 5%	$1.16 / $1.08	See Notes	"Need quantites by timeframe"; 2-5% increase
Home Team Athletics	$ 15.48	$ 16.25	5%	$ 0.77	10-14 calendar days	5% increase for year 2

Last Updated: 5/1/2013 at 3:19 PM

City of Fayetteville
RFP 13-06, Soccer Uniforms
Selection Committee Members

Alderman: Sarah Marsh
Mayor (or Representative): Dede Peters
Finance & Internal Services Director (or Representative): Kristin Atha
Involved Department Heads: Alan Spann & Chase Gipson (Parks)
Other City Personnel:
Professionals/Individuals with expertise in the community:

Parents (voting members):
Adam Parisi adam.parisi@trestletree.com (479) 841-9741
~~Geneva Ruff genevaruff2@yahoo.com 479-582-4527~~
Jim Cherry 479-582-5846

AO
5/1/13

The competitive selection for such services shall be conducted by a review committee which shall include one **Alderman appointed by the Mayor** to serve and represent the Council, **the Mayor (or representative)**, the **Finance & Internal Services Director (or representative)**, the involved Department Heads, appropriate city personnel and may include professionals, and/or individuals with expertise in the community.

April 27, 2013

Dear City of Fayetteville.

Listed below are a few uniform options available to you from Challenger Teamwear. I have given you prices on a number of uniform styles. The price includes jersey, number, shorts & socks.

Uniform Set

Apache Set	$12.15 Youth	$12.15 Adult	Page 33	Sizes – YXS-AXXL – 16 colors
Cheyenne Set	$12.15 Youth	$12.15 Adult	Page 27	Sizes – YXS-AXXL – 21 colors
Arizona Set	$12.15 Youth	$12.15 Adult	Page 21	Sizes – YXS-AXXL – 18 colors
Navajo Set	$12.15 Youth	$12.15 Adult	Page 25	Sizes – YXS-AXL – 17 colors

*Uniform Set includes – Jersey, One-Color number, Patriot or Dakota Short, Premiere sock.

Upgrade Short

Frisco FREE UPGRADE

Additional Information

- Numbers - Uniform Set includes 8 inch number on back of jersey.
- Patriot Short – available in 8 colors
- Dakota Short – available in 11 colors
- Premiere Sock – available in 14 colors
- Shipping – all uniforms will be shipped UPS. We are 2 day ground UPS from you – we ship from Kansas.
- Turnaround time Main order – 14-16 days from date of order. Can be less - We can work with you if dates are provided.
- Turnaround time on additional orders – 6 business days with ground shipping.

Qualifications

- Experience – Challenger has over 11 years of experience of providing Soccer uniforms direct to City soccer leagues.
- Challenger provides uniforms to over 1000 soccer leagues in the United States.
- Challenger provides uniforms to soccer leagues with 100-4000 soccer players.
- All Challenger uniforms are housed, separated, printed, packed and shipped from one central location.
- All uniforms will be separated and labeled by team for easy distribution.

Experience, Competence, and Capacity

- Jersey Quality – Each of our fabrics are knit with quality yarns and finished to have a rich soft feel for maximum comfort, ultimate moisture-wicking and breathability. Our jerseys are known for their bright colors – we use the most expensive reactive dyes to retain their bright color and prevent bleeding or fading. Each seam is double-stitched with extra strong threads which prevent seam splitting. A soft heavy-weight trim is used for the neckbands on Challenger Teamwear's jerseys to retain the jerseys shape.
- Short Quality – we pre-shrink the elastic band before sewing into our shorts. Polyester fabric does not shrink. If the elastic band has not been pre-shrunk before being sewn into a waist band, the fabric will bunch with the first wash. A heavy duty, more expensive polyester drawstring is used in all our shorts, again to prevent shrinkage and bunching.
- Sock Quality – The 'Premiere' sock is made of elasticized acrylic-nylon fabric and nylon true rib legs, with turndown cuffs to hold full-length shin-guards in place. This sock also has a cushioned insole.

Past Performance

- Reference - City of Tallahassee , FL, Brian Smatt, 850 891 3837 – 1300 Uniform Sets
- Reference – Springdale Recreation, AR, Colby Rhodes, 479 750 8185 – 950 Uniform Sets
- Reference – Green County SA., AR, Vernon Higgins, 870 351 2309 – 550 Uniform Sets
- Reference – SABR, FL, Suzy Vogelgesang, 561 362 7676, 2300 Uniform Sets

League Gifts

Challenger would also like to offer the league Gifts:

- **Challenger - N.S.C.A.A 'Parent Coach' coaching Certificate course -** $35.00 Value – FREE to your club. Challenger has partnered with the largest coaching organization in the U.S.A. the N.S.C.A.A. and will come and put on a complementary coaching course for your Recreational parent coaches for FREE.

- **The Challenger Way -** Access to our new on-line training tool – with a comprehensive collection of coaching drills, Team practices, small sided games and much more to support all your youth coaches – Check out the FREE demo at www.thechallengerway.com . Retail price $79.00 – your price $5.95 per coach!

In addition to the great prices, quality uniforms and gifts I want to list additional advantages of working with Challenger:

- Location – our uniforms are housed, printed, packed and shipped from Kansas – we are only a **2 day ship to you. Shorter shipping time.**
- Additional orders – if you can order by noon any day we can have the uniforms to in 6 business days with logo and numbers – with ground shipping!
- Team Packed – all uniforms can be team packed and labeled ready for distribution
- Sizing samples – Complementary sizing samples for registration.
- Comfort – all our uniforms are tag – less and with stitching hidden in neck line for additional comfort.

- **On line ordering – we keep you in the loop all along the ordering process – with e-mail confirmation of the order, e-mail tracking of the order and you can order 24 hours a day!**
- **Access to Challenger Sports resources – British Soccer Camps, Tetra Brazil Camps, Year round coaching, Tours, Tournaments.**

I look forward to speaking with you to discuss our proposal but should you have any immediate questions please do not hesitate to contact me at: Tel: 866-243-5862 or email: gknight@challengersports.com

Sincerely,

Greg Knight
Regional Director
Challenger Teamwear

Official Partner

The National Soccer Coaches Association of America

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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 13-06, Soccer Uniforms
DEADLINE: Wednesday, May 01, 2013 before 2:00:00 PM, local time
RFP 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 18, 2013

REQUEST FOR PROPOSAL
RFP 13-06, Soccer Uniforms

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

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

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

Name of Firm: Challenger Teamwear

Contact Person: Greg Knight Title: Central USA Sales Director

E-Mail: gknight@challengerteamwear.com Phone: 866 243 5862

Business Address: 8263 Flint

City: Lenexa State: KS Zip: 66214

Signature: Greg Knight Date: 4/20/13.

City of Fayetteville
RFP 13-06, Soccer Uniforms
Advertisement

City of Fayetteville, Arkansas
NOTICE: Request for Proposal
RFP 13-06, Soccer Uniforms

The City of Fayetteville, Arkansas invites interested companies to submit proposals for the purchase of uniforms for the Fall 2013 - Spring 2014 soccer seasons, with a possible renewal extension to include Fall 2015 – Spring 2015.

Interested parties shall submit proposals to the Fayetteville Purchasing Division in City Hall, Room 306, 113 W. Mountain, Fayetteville, Arkansas, 72701. Proposals are due before **Wednesday, May 01, 2013 before 2:00:00 PM**, local time.

Copies of the requirements for RFP 13-06 can be obtained by visiting our website at www.bids.accessfayetteville.org.

The City reserves the right to reject any proposal and to waive formalities deemed to be in the City's best interest.

"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."

CITY OF FAYETTEVILLE

By: Andrea Foren, CPPB, CPPO
Title: Purchasing Agent
Ad date: 04.17.13

City of Fayetteville
RFP 13-06, Soccer Uniforms
SECTION A: General Terms & Conditions

1. **SUBMISSION OF A PROPOSAL SHALL INCLUDE:**

a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.

b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.

c. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers may also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

d. All Proposers shall submit one (1) original proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.

e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain St., 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.

h. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

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

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

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

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

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

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

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

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

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

5. COSTS INCURRED BY PROPOSERS:

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

6. ORAL PRESENTATION:

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

7. CONFLICT OF INTEREST:

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

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

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

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

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain St., Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

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

11. COLLUSION:

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

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 Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

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. PAYMENTS AND INVOICING:

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

17. 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.

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

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

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or

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

19. NON-EXCLUSIVE CONTRACT:

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

20. ADDITIONAL REQUIREMENTS:

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

21. SERVICES AGREEMENT:

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

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

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

23. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

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

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

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

e. **Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@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 Proposers to be on equal terms.**

f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@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.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

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

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

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

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

24. The following documents are included with this solicitation: N/A

City of Fayetteville
RFP 13-06, Soccer Uniforms
SECTION B: General Project Information

The City of Fayetteville is now accepting proposals for the purchase of uniforms for the 2013 – 2014 Youth Soccer Season. Proposals shall include prices for adult and youth soccer uniforms. Approximately 1,800 uniforms will be ordered for the duration of a soccer year (two seasons). Uniforms should include **shirt, shorts, socks, two number single color screen print on back of jersey, and have a wide variety of color choices available for all items.** Numbers shall be seven inches each. Fabric used shall be lightweight and breathable. See evaluation criteria below for additional requirements.

Proposals will be evaluated using the City's Professional Services Selection Policy, PUR-13. In evaluating the qualifications of each proposal, a review committee will consider the following criteria with the assigned point values that total 100 percent. Evaluation factors outlined shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful bidder. While the City of Fayetteville reserves the right to interview any or all Proposers, award of a purchase may be made without discussion with bidder after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.

To be considered, written proposals shall be received by the deadline as stated in this request for proposals (RFP) in the format set fourth in the accompanying documents. A non-responsive or incomplete proposal shall not be considered. **Please note that a complete, responsible, responsive proposal is one that includes samples.** Proposals received after this deadline shall not be considered. Proposals shall be hand delivered or mailed to the following address:

Andrea Foren, CPPB, CPPO
City of Fayetteville, Purchasing Agent
113 West Mountain Street – Room #306
Fayetteville, AR 72701
Telephone: (479) 575-8220

The outside of the envelope must be clearly marked "RFP 13-06, Soccer Uniforms".

1. Approximately 1,800 uniforms will be ordered for the duration of a soccer year. Uniforms should include **shirt, shorts and socks and have a wide variety of color choices**.

2. The City of Fayetteville reserves the right to deviate from estimated quantities.

3. **All pricing shall include numbering on the back of the uniforms before shipment**. Numbering will be limited at two numbers per jersey. Numbering shall be available in several colors to match uniforms accordingly and be a minimum of 7 inches in height.

4. Proposals should include shipping requirements and order processing time between when the City of Fayetteville places the order and receives the order.

5. This initial contract is for the Fall 2013 and Spring 2014 soccer season. Upon mutual agreement of both parties, the contract may be renewed for one more season, to include Fall 2014 and Spring 2015 subject to budget and Fayetteville City Council approval.

6. The City desires to contract with vendors that consider and demonstrate sustainable practices as a priority. Proposers are encouraged to explain their sustainable practices in their response.

7. Proposers shall submit a current year catalog containing the samples provided. Catalog shall be received with samples and RFP response paperwork.

8. Awarded vendor shall provide the City with a tracking number on the same day order ships. The City shall also be immediately notified if an order placed will not be shipped in its entirety.

9. Location of materials sourcing and manufacturing will be taken into consideration with a preference given for regional and domestic products. The City of Fayetteville prioritizes sustainability, environmental best management practices, workplace safety, and fair worker compensation.

10. This RFP will be evaluated using the following evaluation criteria:

1. **Qualifications** **20%**

Qualifications in relation to project to be performed as well as information reflecting qualifications of the Proposer will be taken into consideration. Indicate specialized experience of the Proposer in connection with the type of service required as outlined in the purchase. This criterion will also include violations and practices pertaining to the environment, labor, and safety.

2. **Experience, Competence & Capacity for Performance** **25%**

Quality, design and appearance of the proposed uniform will be taken into consideration. The uniform will consist of shirt, shorts and socks. Uniforms need to be available in all sizes and colors. Sizes should range from Youth Small (YS) to Adult Extra Large (AXL). The variety of colors should range from 12 – 16 per style. Proposers are encouraged to present several possible uniform designs to the committee. **Each proposed uniform SHALL be submitted with a full uniform sample and pricing structure.**

3. **Proposed Work Method** **25%**

Proposed method of doing work is another consideration. This includes shipping prices and procedures. A proposed work plan of how Fayetteville Parks and Recreation and your organization will work. This includes organization's contact, ordering, customer service and the turn-around time between the order and the date the shipment is received. It is very important the Proposer specify the length between actual order time and a ship date. The location of manufacturing, garment fiber content and place of origin will be taken into consideration as well. Fabric of uniforms shall be lightweight and breathable.

4. **Past Performance** **20%**

Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, past performance records with others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Proposer will provide a list of similar orders performed and person whom we can contact for information.

5. **Price** **10%**

All pricing should include numbering on the back of the uniforms before shipment. Numbering will be limited at two numbers per jersey. Numbering must be available in several colors to match uniforms accordingly and be a minimum of 7 inches in height.

City of Fayetteville
RFP 13-06, Soccer Uniforms
SECTION D: Vendor References

The following information is required from all firms so all submittals may be reviewed and properly evaluated.

COMPANY NAME: Challenger Teamwear

NUMBER OF YEARS IN BUSINESS: 11 HOW LONG IN PRESENT LOCATION 6

TOTAL NUMBER OF CURRENT EMPLOYEES: 65 FULL TIME 85 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 2 FULL TIME 4 PART TIME

PLEASE LIST FOUR (4) **GOVERNMENTAL** REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Tallahassee
COMPANY NAME

Tallahassee FL 32301
CITY, STATE, ZIP

Brian Smatt
CONTACT PERSON

850 891 3837
TELEPHONE

850 891 3850
FAX NUMBER

Smattb@talgov.com
E-MAIL ADDRESS

2. City of Batesville
COMPANY NAME

Batesville AR 72501
CITY, STATE, ZIP

Jeff Owens
CONTACT PERSON

870 698 2427
TELEPHONE

870 698 2527
FAX NUMBER

YouthSports@cityofbatesville.com
E-MAIL ADDRESS

3. City of Apopka
COMPANY NAME

Apopka FL 32703
CITY, STATE, ZIP

Jeff Ellas
CONTACT PERSON

407 703 1784
TELEPHONE

407 703 1783
FAX NUMBER

Jellas@apopka.net
E-MAIL ADDRESS

4. Oxford Park Commission
COMPANY NAME

Oxford MS 38655
CITY, STATE, ZIP

Tiffany Wlatowski
CONTACT PERSON

662 232 2378
TELEPHONE

662 232 2380
FAX NUMBER

tiffany@oxfordparkcommission.com
E-MAIL ADDRESS

City of Fayetteville
RFP 13-06, Soccer Uniforms
SECTION E: Submittal Form

1. Disclosure Information

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

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

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

✓ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain) _____

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

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

Name of Firm: Challenger Teamwear

Name of Primary Contact Greg Knight

Title of Primary Contact: Central USA Director

Phone#1 (cell preferred) 813 546 7340 Phone#2 866 243 5862

E-Mail Address gknight@challengerteamwear.com

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
N/A	Greg Knight	4/20/13

4. Please acknowledge receipt of addenda for this invitation to bid request for proposal, or request for qualification by signing and dating below All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein Failure to do so may subject vendor to disqualification

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

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

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

7. Bid Details from Proposer

PROPOSALS SHALL NOT BE FAXED & SHALL BE SIGNED WHEN SUBMITTED

1.) Price Per Uniform (includes shirt, shorts & socks): $ 12-15 (NOT INCLUDING TAX)
Note: An estimate of 1,800 per fall/spring combined season for a total of approximately 3,600 uniforms if the City renews the purchase for the second term.

2.) Processing time from City order to shipment of items: 12-16 **Calendar** Days

3.) **Do you want samples returned? YES NO (circle one)
**If yes, City will send via FedEx and charge Proposer's FedEx number:

4.) Price will increase 0 % per uniform for term 2 of this purchase (Fall 2014, Spring 2015)

5.) List the location of manufacturing for the uniform Vietnam and USA

6.) List the fiber content and place of origin. 100% Polyester, Vietnam and USA

7.) List any environmental, labor, or safety violations filed against your company: N/A

8.) Describe environmental best management practices: Please next Page

THIS FORM CONTINUES ON THE NEXT PAGE

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

NAME: Greg Knight

COMPANY: Challenger Teamwear

PHYSICAL ADDRESS: 8263 Flint, Lenexa KS 66214

MAILING ADDRESS: 8263 Flint, Lenexa KS 66214

PHONE: 866 243 5862 FAX: 813 837 6723

E-MAIL: gknight@challenger-teamwear.com

SIGNATURE: [signature]

TITLE: Central USA Director DATE: 4/26/13

Environmental Best Management Practices

Our company is an American company started by Ron Matsch who was raised in Rogers, Arkansas and graduated from Arkansas State University. His first job was working for Spaulding Racquetball Clubs nationwide. There, he noticed that, that while there were many options for physical activity for adults, at that time, there was no activity base for youth. So he created a national franchise called Discovery Zone, where children and their parents could get fun activity together. Once this was started, he began Challenger Sports, a soccer based company. He realized that soccer was a sport that all shapes and sizes could participate in and have fun while getting the much needed exercise they needed. In other words, physical fitness for youth has been Ron's top priority. This has led to the basic philosophy of the our company, 'to put smiles on kids faces'.

Challenger Sports and all of its divisions, including Challenger Teamwear is now the largest soccer company in the United States. It includes an in-house print and art department for the production and implementation of logos, sponsors, and numbers. This department also meets OSHA standards. Safety is priority, and in the 35(?) years of operation, no one has been hurt. It employs men and women equally at all skill levels as well as the disabled. We also employ work study students from the surrounding colleges to help them with job training. It is management's policy to help those who may not have had the best opportunities, to learn skills through on-the-job- training to get ahead within the company. Occasionally this has led to losing good employees as they progress in their careers based on what they have learned within the company. But this also allows for opportunities for others.

We use 100% nontoxic dyestuffs. They are 30% more costly than those made in by other companies but well worth the difference in cost since they offer no danger to children touching the surface of the garment and then putting their hand in their mouth.

All of our screen print ink is made in USA and is nontoxic.

Our polyester is made in high tech modern fabric mills using the latest in pollution control and safety standards. Under law, there is no child labor. The National government requires a high school diploma before a person can apply for a job.

Our cardboard uses projects that systematically replant trees to insure no permanent damage to the ecology.

Our factories are clean, modern, safe and high tech applying the latest equipment to insure that state of the art equipment and methods are used to produce quality merchandise.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

Missy Leflar	Human Resources	Chief of Staff
Submitted By	**Division**	**Department**

Action Required:

Staff recommends approval of the Benefits Broker contract's annual renewal. RFP 12-04

$ 57,600.00	$ 170,837.00	Employee Benefits/Services
Cost ~~of this request~~	Category / Project Budget	Program Category / Project Name
1010.1220.5314.00	$ 26,200.36	Services & Charges
Account Number	Funds Used to Date	Program / Project Category Name
	$ 144,636.64	General
Project Number	Remaining Balance	Fund Name

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

Paul A. Becker — Department Director — Date: 5-17-2013

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

[signature] — City Attorney — Date: 5-20-13

Paul A. Becker — Finance and Internal Services Director — Date: 5-20-2013

Received in City Clerk's Office 05-17-13 P03:36 RCVD
Kim G.

[signature] — Chief of Staff — Date: 5-20-13

Received in Mayor's Office ENTERED 5/20/13

[signature] — Mayor — Date: 5/20/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
HUMAN RESOURCES DIVISION
113 West Mountain
Fayetteville, AR 72701
P (479) 575-8278 F (479) 718-7698

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council members
Thru: Don Marr, Chief of Staff
From: Missy Leflar, Human Resource Director ML
Date: May 17, 2013
Subject: Annual renewal of City's benefits broker contract

PROPOSAL:

Staff recommends that Council approve the City's annual renewal of its contract with Gallagher Benefits Services. The price remains unchanged from last year. The terms of service remain the same.

BUDGET IMPACT:

None. This budget item has already been approved by Council for the 2013 budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ANNUAL RENEWAL CONTRACT IN THE AMOUNT OF $57,600.00 WITH GALLAGHER BENEFITS SERVICES FOR THE PROVISION OF CITY EMPLOYEE BENEFITS BROKER SERVICES

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract in the amount of $57,600.00 with Gallagher Benefits Services for the provision of City employee benefits broker services.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CONSULTING AGREEMENT
Annual Renewal
June, 2013

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., a Delaware corporation ("GBS"), and City of Fayetteville, Arkansas (the "Client").

The Client wishes to enter into a consulting relationship with GBS with the terms and conditions set forth in this Agreement, and GBS is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and GBS agree as follows:

1. Engagement

The Client engages GBS as an employee benefits consultant as stated in this Agreement and GBS accepts this engagement. During the time that GBS is performing services for the Client under this Agreement, and for all purposes outlined in this document, GBS' status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Annual Renewal is July 1, 2013. The term of GBS' engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for four (4) years from the Effective Date, subject to mutually agreed upon annual renewal by both parties. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period, Client shall be responsible to GBS for any services performed prior to the date of termination and GBS shall be responsible to Company to continue to provide services until the date of termination of this Agreement.

3. Services

GBS will provide employee benefits management consulting services to the Client and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. GBS will perform other services as the Client and GBS mutually agree in writing.

4. Compensation

Subject to any changes as may be mutually agreed by the parties in writing and signed by their authorized representatives, GBS will receive, as compensation for its services under this Agreement, fees in the amount of $ **57.600** per year, which amount will be billed in equal installments of $4,800 and paid on a monthly basis.

GBS further agrees to fully disclose to Client, in writing, any business relations with or commissions it receives or plans on receiving from any of Client's current or prospective insurance carriers or other vendors. GBS will do so prior to making any recommendations to Client concerning Client doing or continuing doing business with such a carrier or vendor, so that Client will be apprised of any potential conflict of interest.

For additional information regarding GBS compensation, please see our revenue disclosure policy and schedule set forth in Exhibit B.

In the event an insurance company cancels or refuses to renew an insurance coverage that had been placed by GBS, on behalf of Client, GBS will use its best efforts to obtain appropriate replacement coverage from another insurance company.

5. Performance and Scope

(a) GBS Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act, as amended (ERISA) and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

(i) GBS' services under this Agreement are not intended in any way to impose on GBS or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") ; and

(ii) this Agreement does not provide GBS, and the Client will not cause or permit GBS to assume, without prior written consent of GBS, any:

(A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"),

(B) authority or control respecting management or disposition of the assets of any ERISA Plan, or

(C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

(b) Reliance. In the performance of its duties, GBS may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to GBS by the Client or its designated representatives and reasonably believed by GBS to be genuine and authorized by the Client.

(c) No Practice of Law. GBS will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of GBS under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(d) Subcontractors. GBS may cause another person or entity, as a subcontractor of GBS, to provide some or all of the services required to be performed by GBS hereunder: provided, that GBS shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by GBS' obligations under this Agreement). GBS shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(e) Conflict of Interest. GBS' engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. GBS will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Acknowledgements. In connection with GBS' services under this Agreement, Client agrees that:

(i) Although GBS will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies GBS has accessed are the only or are the best suited ones to insure the Client's risks.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that GBS does not take risk, and that GBS does not guarantee the financial solvency or security of any insurance company.

(iv) The compensation payable to GBS is solely for the services set forth under this Agreement, including Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

(v) The Client is responsible for immediate payment of GBS' fees (if applicable) and payment of premiums for all insurance placed by GBS on Client's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow GBS to immediately terminate this Agreement, at its option, with notice to the Client

6. Confidentiality

(a) Client Information. GBS recognizes that certain confidential information may be furnished by the Client to GBS in connection with its services pursuant to this Agreement ("Confidential Information"). GBS agrees that it will disclose Confidential Information only to those who, in GBS' reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of GBS prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by GBS, or (iii) is or can be independently acquired or developed by GBS without violating any of its obligations under this Agreement. However, disclosure by GBS of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement, (provided that GBS immediately notifies Client in writing upon GBS' receipt of any such subpoena or order).

(b) HIPAA Privacy. In spite of Sections 6(a) above, GBS and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the Client, as a representative of the health plans and GBS will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

7. *Limitation of Liability*

Limitation of Liability. Notwithstanding any other term or provision of this Agreement, neither party shall be liable to the other for any exemplary, special indirect, incidental, consequential or punitive damages (including but not limited to lost profits) which may result from the other party's action or its failure to perform any term or condition of this Agreement or whether such liability is based upon tort, strict liability, breach of warranties, failure of essential purpose or otherwise and if advised of the possibility of such damages. This provision applies to the fullest extent permitted by applicable law.

8. Notices

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier, telegraphed, or by facsimile transmission (provided that the sender received electronic confirmation of receipt by recipient) or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client: Missy Leflar
ATTN: Human Resources
113 W. Mountain
Fayetteville, AR, 72701
(Fax:) (479) 718-7698

If to GBS: Gallagher Benefit Services, Inc.
1650 E. Battlefield Road, Suite 200
Springfield, MO 65804
Attention: Joe Martin
(Fax: 417-881-8719)

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

9. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Arkansas without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Jurisdiction and Venue. The parties agree that in the event of any legal dispute the governing jurisdiction and venue will be Washington County Circuit Court in Fayetteville, Arkansas for state court actions or the United States District Court, Western District, Arkansas, in Fayetteville, Arkansas for federal court actions.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(g) Survival of Provisions. Sections 2, 4, 6 and 7 will survive the termination of this Agreement.

[The remainder of this page intentionally left blank. The parties' signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

City of Fayetteville, Arkansas

By: _____

Name: Lioneld Jordan

Title: Mayor

GALLAGHER BENEFIT SERVICES, INC.

- Branch Managers (Area Presidents) are the preferred signers on consulting or fee agreements, however, our current policy allows for producers who are Area AVPs to sign for GBS as well.
- **Any modifications must be approved AJG corporate legal prior to GBS signature.**

By: _____

Name: Joe Martin

Title: Area Vice President

EXHIBIT A
SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, GBS will provide the following services:

CONSULTING SERVICES PROVIDED ON AN "AS NEEDED" BASIS

☐ **RENEWAL ANALYSIS**
- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Company analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

☐ **PERIODIC PLAN FINANCIAL REPORTS** (frequency to be mutually agreed upon):
- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

☐ **ANNUAL FINANCIAL REPORTS (End of Year Accounting):**
- Comparison of current costs to renewal costs
- Future plan costs projections
- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

☐ **LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT**

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
  - Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Company

☐ **CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT**

- Work with Company to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Company
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Company
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the GBS team and Company

☐ DAY TO DAY ADMINISTRATIVE SERVICES

☐ **EMPLOYEE EDUCATION PROGRAMS**

- Facilitate focus groups
- Monthly benefit communication directed to employees
- Educational meetings on coverage and trends

☐ **COMMUNICATION MATERIALS**

- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Company

BENEFIT ADMINISTRATION ASSESSMENT

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Company agreed upon plan "best practices" to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

☐ **BENEFITS ADMINISTRATION SOFTWARE:**

- Gallagher agrees to enter into an Agreement with PlanSource/Connect2MyBenefits software vendor to provide Client with benefits software services, to commence May 16, 2012 and "go live" July 1, 2012.
- Client, as third party beneficiary of said agreement, will be responsible for reimbursing Gallagher on a monthly basis based on $2.45 per Employee Per Month, pro-rated for partial months such as May, 2012.

Additional terms and details concerning the PlanSource/Connect2Mybenefits software as agreed upon are referenced in attached Exhibit "C".

☐ **MARKET BENCHMARKING STUDIES:**

- Local Area Surveys
- Industry Surveys

☐ **Benefit Plan Design (or Redesign)**

- Help Company identify business and HR objectives that impact benefits
- Review with Company possible benefit strategies to meet their objectives
- Help Company evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Company to develop funding and contribution strategies
- Assist with budget projections for design alternatives

EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT

What follows is the disclosure of actual fees and/or commissions related to the Company's Group Health Plan(s) and any relationships, or agreements GBS has with the insurance Company involved in this transaction. GBS as agent of record will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees as agreed up by

Line of Coverage	Insurance Company	Effective Date	Commission[1]/ Supplemental Compensation[2]	Direct Fees[3]	Wholesaler, MGU, or Intermediary	Owned by AJG/GBS
Consulting Agreement	Gallagher		N/A	$57,600	N/A	N/A

[1] Commissions include all commissions/fees paid to GBS that are attributable to a contract or policy between a plan and an insurance Company, or insurance service. This includes indirect fees that are paid to GBS paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to GBS for a transaction or service involving the plan.
[2] Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.
[3] Direct Fees include compensation to GBS paid for directly by the plan sponsor.
[4] Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.
[5] In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

It should also be noted that:

- **GBS** is not an affiliate of the insurer whose Contract is recommended. This means the insurer whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management of policies of **GBS**.
- **GBS'** ability to recommend other insurance contracts is not limited by an agreement with the Insurance Carrier.
- **GBS** is effecting the transaction for the Plan(s) in the ordinary course of GBS business.
- The transaction set forth is at least as favorable to the Plan(s) as an arm's length transaction with an unrelated party.
- **GBS** is not a trustee of the Plan(s) and is neither the Plan Administrator of the Plan(s), a fiduciary of the Plan(s), nor an employer which has employees in the Plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about GBS' and GBS' affiliates income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgement and approval requirement of Prohibited Transaction Class Exemption No. 84-24, which protects both Client and GBS. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s) and Client acknowledges and confirms that this is a reasonable transaction in the best interest of the participants in the ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to: AVC Compliance Officer, c/o Internal Audit Department, Arthur J. Gallagher & Co., Two Pierce Place, Itasca, IL 60143.

EXHIBIT C

PlanSource's Connect2MyBenefits Platform

GBS agrees to enter into an agreement with PlanSource for a Connect2MyBenefits software platform to be built and serviced on an ongoing basis for Client, as follows:

- Client will be billed by GBS for the Connect2Mybenefits service on a monthly basis, and shall pay within 30 days of receipt of each invoice.

- Client will be billed at a rate of $2.45 per Employee Per Month for its employees classified as Active, Retiree, and COBRA. The current number are 685 Active employees, 12 Retirees, and 6 COBRA. This shall constitute the entire amount(s) billed to Client and includes, but is not limited to, PlanSource providing implementation, building the platform for Client, training, ongoing customer service (provided directly to Client's authorized representatives, without the necessity of default communications occurring only with or through GBS), four electronic Standard Format (Excel) feeds to Client's carriers/vendors, troubleshooting, use of the software, annual programming, administrative logins, employee logins, and the services referenced in this Appendix.

- Client shall receive at least 60 days' written notice from GBS prior to any proposed price changes for the PlanSource services or changes in PlanSource's scope of services, including PlanSource terminating its services to Client.

- Client shall provide GBS with at least 60 days' written notice prior to any proposed changes in Client's utilization of PlanSource services, including Client terminating its use of PlanSource benefits software.

- PlanSource shall:

  - Conduct kick-off strategy meeting to define and plan implementation and training timeline.
  - Develop project timeline in collaboration with Client (updated weekly during conference calls).
  - Configure employer benefit plan design.
  - Configure the system for basic life events (default business rules).
  - Setup rules for each eligibility group.
  - Setup rule for each plan type.
  - Configure scrub, and load most recent employee elections, dependent and premium information for passive enrollments.

- Make PlanSource HR site available to employees throughout the plan year that includes:
  - Documents such as Benefit Summaries, SPDs, and Forms
  - Links/URLs to carriers
  - FAQs and Email Links to HR
  - Contact information
  - Provide employee access to online benefit Homepage and employee benefits confirmation statement
  - Provide new hire access to web enrollment
  - Provide employee access to employee self-service life events elections (if requested by Client)
  - Provide employee access to employee self-service annual enrollment.
  - Provide HR access to real-time online administrative service features
  - Provide HR access to online reporting functions.
  - Provide links to electronic EOI questionnaires where required by carriers for life or disability coverage requests.
  - Send recurring eligibility data feed to 3rd party carrier systems
  - Send recurring deduction codes to Client's payroll system (if requested).
  - Create 834 data interfaces – Configuration of carrier export file based on carrier requirements and ability to accept data
  - Create data feeds in PlanSource Standard Format
  - Custom create non-834 data interfaces
  - Conduct Annual Renewal Configurations (for each new carrier or change in data feed requirements at renewal).
  - Provide Standard Feed formats (Excel).

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

Shannon Jones	Utilities Capital Projects	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of a construction contract with Suncoast Infrastructure, Inc. for $162,495, Bid 13-19, with a contingency of $20,000 to construct Elkins Outfall Gravity Sewer Improvements - Cured In Place Pipe Method.

$ 182,495	$ 235,094	Sewer Replace - Elkins Outfall Line
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5700.5815.00	$ 410	Water & Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
10010.1	$ 234,684	Water & Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached**

Department Director — Date: 16MAY13

City Attorney — Date: 5-16-13

Finance and Internal Services Director — Date: 5-16-2013

Chief of Staff — Date: 5-20-13

Mayor — Date: 5/20/13

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 05-15-13P01:44 RCVD

Received in Mayor's Office 5/16/13 ENTERED

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF JUNE 4, 2013
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

From: Shannon Jones, Utilities Engineer

Date: May 10, 2013

Subject: Resolution approving a construction contract with Suncoast Infrastructure, Inc. for $162,495, Bid 13-19, to construct Elkins Outfall Gravity Sewer Improvements – Cured in Place Pipe Method.

RECOMMENDATION
Fayetteville City Staff recommends approval of a construction contract with Suncoast Infrastructure, Inc. for $162,495, Bid 13-19, with a contingency of $20,000 to to construct Elkins Outfall Gravity Sewer Improvements – Cured in Place Pipe Method.

BACKGROUND
The City of Fayetteville was awarded a State and Tribal Assistance Grant (STAG) in 2010 for $485,000. The grant funding is matched 55% federal to 45% local. The City's matching funds are $396,818. The purpose of the grant is help fund the rehabilitation of the sanitary sewer system in the area of and including the Elkins outfall sewer line. $355,698 of the grant money was used to upgrade the Fayetteville owned line that carries Elkins' wastewater flow in addition to Fayetteville flows from that area. The balance of the grant money is being used to rehabilitate gravity sewer lines within the sewer collection system that connects to the primary outfall gravity sewer line.

DISCUSSION
Under this contract, we will rehabilitate approximately 5,800' of 6" and 8" sanitary sewer main line pipe using the cured in place pipe method and internally reinstated approximately 25 sewer connections on the sewer collection system that connects to the primary outfall gravity sewe line. The City opened two bids on May 9, 2013.

Suncoast Infrastructure	$ 162,495.00
Insituform Technologies	$ 224,340.25
Engineer's Estimate	$ 205,000.00

Staff reviewed the bids and recommends awarding the contract to Suncoast Infrastructure, Inc. based upon the evaluation of past work performace on projects of similar size and scope. Suncoast Infrastructure has not worked for the City of Fayetteville. However, the company has satisfactorily completed work on a project that I was involved in prior to my employment with the City. Construction will begin this spring and will be completed this fall.

BUDGET IMPACT
Funds are available in the sewer rehabilitation budget.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-19 AND APPROVING A CONTRACT WITH SUNCOAST INFRASTRUCTURE, INC. IN THE AMOUNT OF $162,495.00 TO CONSTRUCT ELKINS OUTFALL GRAVITY SEWER IMPROVEMENTS, AND APPROVING A $20,000.00 PROJECT CONTINGENCY

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 #13-19 and approves a contract with Suncoast Infrastructure, Inc. in the amount of $162, 495.00 to construct Elkins Outfall Gravity Sewer Improvements, and further approves a $20,000.00 project contingency.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

BID DOCUMENTS AND SPECIFICATIONS

ELKINS OUTFALL AREA GRAVITY SEWER IMPROVEMENTS

CURED IN PLACE PIPE METHOD

EPA Stag Grant XP-00F27401-0
CITY PROJECT NUMBER 10010

Fayetteville
ARKANSAS

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No.11053
SHANNON W. JONES
2-26-13

City of Fayetteville, Arkansas

February, 2013

Bid 13-19, Addendum 1

Fayetteville ARKANSAS

Date: Tuesday, April 23, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-19, Construction – Elkins Outfall Area Gravity Sewer Improvements

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This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the bid form. Failure to do so may subject bidder to disqualification.

- Bid 13-23 has the following modifications and clarifications listed below. Changes to the original bid documents have been listed in **BOLD.**

1. Line Obstructions - It shall be the responsibility of the CONTRACTOR to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, then the CONTRACTOR shall request the City of Fayetteville to make a point repair excavation to uncover and remove or repair the obstruction.

2. The Contractor shall be responsible to reinstate each service without excavation, utilizing a remote controlled cutting device, monitored by a video TV camera. The service connection shall be cut at 95% of the opening with the remaining brushed into the lateral using a wire brush to provide a smooth transition from the main line to the service lateral. The CONTRACTOR shall certify he has a minimum of two complete working cutters plus spare key components on the site before each inversion. The Contractor must provide with his bid demonstrated successful experience with internal reinstatement of services located on 6-inch diameter sewer mains. **The CONTRACTOR shall externally reinstate all services that cannot be internally reinstated at not additional cost to the City of Fayetteville.**

3. **The WORK is located in public rights-of-way or easements that permit access to the sewer lines and manholes. The CONTRACTOR shall be responsible for developing an access plan to execute the WORK. No clearing of live vegetation shall be permitted.**

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

DNV BUSINESS ASSURANCE

MANAGEMENT SYSTEM CERTIFICATE

Certificate No. CERT-11493-2006-AQ-HOU-ANAB

This is to certify that

Suncoast Infrastructure Inc.

at

1858 Highway 49 South, Florence, MS 39073 USA

has been found to conform to the Management System Standard:

ISO 9001:2008

This Certificate is valid for the following product or service ranges:

Manufacturer of Cured-In-Place Pipe (CIPP)

Initial Certification date:
August 18, 2006

This Certificate is valid until:
July 30, 2015

The audit has been performed under the supervision of
Bob Bliobenes
Lead Auditor

Place and date:
Houston, Texas, July 30, 2012

for the Accredited Unit:
DET NORSKE VERITAS
CERTIFICATION INC., HOUSTON TEXAS

Chandran Ilango
Management Representative

Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.

ACCREDITED UNIT: DET NORSKE VERITAS CERTIFICATION, INC 1400 RAVELLO DRIVE, 77449, KATY, TX, USA, TEL: 281-396-1000, WWW.DNVCERT.COM

SUNCOAST INFRASTRUCTURE, INC.

P.O. Box 397
Florence, MS 39073

Phone: 601-420-9682
Fax: 601-420-9300

Attachment "A"

Bid 13-19, Construction
Elkins Outfall Area Gravity Sewer Improvements
Cured-in-Place Pipe Method

MBE/WBE/SBRA UTILIZATION INFORMATION SHEET

5. After review of the bid package for the above referenced project, we concluded that all work will be performed by Suncoast Infrastructure, Inc., employees.

All Equipment involved for this project is owned by Suncoast Infrastructure, Inc..

Due to our DNV Business Assurance Management System Certificate, ISO 9001:2008 Certification we are required to use only approved suppliers. A copy of this certificate is enclosed. None of the approved suppliers qualify as MBE, WBE, or SBRA.

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- 3.1 CURED-IN-PLACE MAINLINE RECONSTRUCTION
- 3.2 CURED-IN-PLACE LATERAL RECONSTRUCTION FROM MAINLINE
- 3.3 CURED-IN-PLACE LATERAL RECONSTRUCTION FROM CLEANOUT OR ACCESS PIT
- 3.4 CURED-IN-PLACE PIPE FOR TRENCHLESS PIPELINE POINT REPAIR
- 3.5 CLEANING AND INTERNAL TELEVISION INSPECTION OF EXISTING SANITARY SEWERS

4.0 BIDDER'S PROPOSAL
- 4.1 ITEMIZED DESCRIPTION OF BID PRICING
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5.0 CONTRACTS AND BONDS
- 5.1 AGREEMENT
- 5.2 PERFORMANCE BOND
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- 5.5 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

6.0 USEPA REGION 6 SUPLEMENTAL CONDITIONS

7.0 PREVAILING WAGE RATES

1.0 INVITATION TO BID

CITY OF FAYETTEVILLE
INVITATION TO BID

BID 13-19, CONSTRUCTION – ELKINS OUTFALL AREA GRAVITY SEWER IMPROVEMENTS - CURED IN PLACE PIPE METHOD

The City of Fayetteville is accepting sealed bids from properly licensed contractors for a contract for sewer rehabilitation using cured in place pipe lining method. The scope of work is an estimated 5,800' of 6" and 8" sanitary sewer main line pipe and 25 internally reinstated connections on the 6"-8" mains in Fayetteville, Arkansas. Questions should be addressed to Andrea Foren, Purchasing Agent at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package & should be labeled "Bid 13-19". All bids shall be received by **Thursday, May 9, 2013 before 2:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

A non-mandatory pre-bid meeting will be held on **Wednesday, April, 17, at 2:00 PM, local time** at Fayetteville City Hall, 113 W. Mountain, Fayetteville, AR, room 326.

Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division.

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

All bids shall be accompanied by a five percent (5%) corporate bid bond or cashier's check drawn upon a bank or trust company doing business in the State of Arkansas. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bids.

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.

"Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a grant from the United States Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is or will be a party to this invitation for bids or any resulting contract. This procurement will be subject to regulations contained in 40 CFR Part 31 excluding the Davis-Bacon Act requirements and the Buy American provisions."

"Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications."

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond ninety days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPB, CPPO
City Purchasing Agent
Ad dates: 4/8/13 and 4/15/13

2.0

INFORMATION FOR BIDDERS

2.0 INFORMATION FOR BIDDERS

2.1 INSTRUCTIONS FOR BIDDING

2.1.1 SUBMITTING THE BID

- Each Bid must be submitted in a SEALED ENVELOPE addressed to

  Peggy Vice
  Purchasing Officer, Room 306
  City of Fayetteville
  113 West Mountain Street
  Fayetteville, AR 72701

- Each sealed envelope containing a Bid must be plainly marked on the outside of the envelope as Bid for ELKINS OUTFALL AREA GRAVITY SEWER IMPROVEMENTS - CURED IN PLACE PIPE METHOD, Bid Number 13-19. The envelope should bear the full name and address of the Bidder on the outside. The envelope shall also bear the valid Arkansas Contractor's License Number.

- If forwarded by mail, the above-described envelope containing the Sealed Bid must be enclosed in another envelope addressed to:

  Peggy Vice
  Purchasing Officer, Room 306
  City of Fayetteville
  113 West Mountain Street
  Fayetteville, AR 72701

2.1.2 FILLING OUT THE BID DOCUMENTS

- All Bids must be made on the required bid form as contained within the Contract Documents.

- All spaces for bid prices must be filled-in in ink or typewritten, and the Bid Form must be fully completed and properly executed by a bona fide agent of the Bidder when the Bid is submitted.

- The City of Fayetteville is not exempt from state and local use taxes. Bid amounts **shall include** State and local sales or use tax.

- Only one copy of the Bid Form is required to be submitted.

- **All documents in the bid documents and specifications shall be submitted with the Bid. Specifically the Contractor's Act of Assurance, EPA XP-211, and EPA XP-215.**

- A conditional or qualified bid may be rejected.

2.1.3 BID CONDITIONS AND REQUIREMENTS

- A Bidder may not withdraw his bid within sixty (60) consecutive calendar days after the date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified 60-day period, the time may be extended by mutual agreement between the City of Fayetteville and the Bidder.

- The City of Fayetteville may waive any informalities or minor defects in the bidding, or reject any or all bids without recourse.

- Bidders shall not submit bids that are mathematically or materially unbalanced. The City reserves the right to reject a bid as non-responsive if the prices are materially or mathematically unbalanced between line items or sub-line items. A bid shall be deemed materially unbalanced if a bid is based on prices significantly less than the cost of some work and prices which are significantly over stated in relation of the cost of other work, and if there is reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid, or if it is so imbalanced as to be tantamount to allowing an advanced payment. A bid shall be considered mathematically unbalanced if the bid is structured on the basis of nominal prices for some work and has inflated prices for other work; therefore, each element of the bid shall carry its proportionate share of the total cost of the work plus profits.

- Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof.

- Any Bid received after the time and date specified for receipt of bids will not be considered and will be returned to the Bidder unopened.

- The successful bidder shall furnish Performance and Payment Bonds upon the form provided in the amount of 100% of the total contract price from an approved bank or surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the City of Fayetteville. **The Performance and Payment Bonds shall be recorded at the Washington County Courthouse by the Contractor before they are provided to the City.**

- The CONTRACTOR shall furnish a Maintenance Bond for an amount equal to fifty percent (50%) of the contract price for improvements and shall be for two (2) years from and after the date of the Engineer's acceptance of the work.

- The CONTRACTOR agrees that they will comply with the terms of the "Americans With Disabilities Act".

- Attention of Bidders is particularly called to the requirement as to conditions of employment to be observed and minimum wages to be paid under the Contract as incorporated.

- The Bidder shall submit within the same envelope with his Bid Form, complete "submittal data" to thoroughly define the character of the methods and materials upon which his Bid is based. Submittal data shall include catalog data sheets, descriptive material, photographs, etc., so as to thoroughly explain to the City of Fayetteville the character of the proposed rehabilitation. If such submittal is deficient in the opinion of the City of Fayetteville, the City of Fayetteville may request of the Bidder supplementary information as necessary to satisfy the City of Fayetteville.

2.1.4 STATEMENT OF QUALIFICATIONS

- It is the intention of the City of Fayetteville to award a Contract only to a bidder who furnishes satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly. Prospective bidders must complete and submit the enclosed Qualification Statement with his bid. The Contractor must also provide documentation with his bid that he has successful experience with the following: (1) lining no less than 50,000 feet of 6" sewer main; (2) reinstatement of no fewer than 200 each internal 4" services connected to 6-inch diameter sewer mains.

2.2 SCOPE OF WORK

2.2.1 PROJECT DESCRIPTION

- Contract for the rehabilitation of sanitary sewer mainlines in the Elkins Outfall Area of the City of Fayetteville, Arkansas.

2.2.2 PROGRESS OF WORK

- The CONTRACTOR shall schedule crews in a way to have continuous work from the time a work order has been initiated until it is complete. The CONTRACTOR shall not demobilize until all work from the work order is complete.

2.2.3 MISCELLANEOUS

- The basis for award of the contract shall be the lowest total bid by an acceptable and qualified CONTRACTOR who meets all or the experience requirements stated within this contract. Any bidder who does not meet all of the experience requirements stated within this contract shall be considered a nonqualified bidder and will not be awarded the contract.
- The CONTRACTOR will establish a point of contact for all field and construction related topics, and a point of contact for all billing and office related topics.
- It is the City of Fayetteville's intent to minimize disruption and street or access closure time to the residents of the City of Fayetteville. Therefore, the CONTRACTOR shall arrange crews in a way to have continuous work from the time a particular project has begun until it is complete. It shall be the responsibility of the CONTRACTOR to inform the City of Fayetteville regarding dates and locations of work activities that may impact the flow of traffic.

2.3 GENERAL INFORMATION

2.3.1 SPECIFICATIONS

- This contract is generally for rehabilitation of sanitary sewer mainlines using the cured-in-place pipe method. Bids offering alternative methods or products may be considered for award if such methods and products are clearly identified in the bid and are determined by the City of Fayetteville to be equal in all respects to the materials and methods referenced in the Specifications. Exceptions taken to the Specifications, if any, shall be clearly documented within the Bidder's bid package.

2.3.2 STATE AND LOCAL TAXES

- The City of Fayetteville is not exempt from state and local use taxes.
- Bid amounts **shall include** State and local sales or use tax.

2.3.3 ESTIMATE

- All invoices for payment presented by the CONTRACTOR shall provide documentation to support the location and amount of work accomplished during the payment period.

2.3.4 PAYMENT

- The Contractor's Invoice and all supporting documents shall be submitted to the City of Fayetteville. The City of Fayetteville will prepare the pay estimate based on the Contractor's Invoice.
- City of Fayetteville will pay amounts due to the Contractor within 30 calendar days after processing the pay estimate.
- Invoices shall be sent to the City of Fayetteville. They shall be itemized to include:
  - The specific bid items utilized.
  - The quantities of those bid items.
  - The location of the project.
  - The total cost for that project.
  - The total billing to date under the annual contract, including any change orders.
  - All state and local taxes applicable.
- Completion of a particular project is defined to include the satisfactory performance of all minor and non-pay work items such as clean up and restoration/replacement of all damaged private and public property, etc.
- **There will be no separate pay items for the following miscellaneous construction items. Cost for these items shall be considered incidental to other contract bid items.**
  - Pre-TV and Post-TV inspection of pipelines
  - Bypass systems to include set up, operation, and removal
  - Excessive pipeline cleaning and root removal
  - Final Cleanup.

2.3.5 RETAINAGE

- As security for the faithful completion of the work by the CONTRACTOR, the City of Fayetteville shall retain five percent (5%) of the total dollar amount of work done on this contract per work order issued.
- Thirty (30) days after successful completion of a work order by the CONTRACTOR the retainage will be released to the CONTRACTOR.

2.3.6 SAFETY

- The CONTRACTOR will be responsible for all signing and barricading and will comply with those portions of the "Arkansas Manual on Uniform Traffic Control Devices for Streets and Highways" which pertain to construction.
- The CONTRACTOR will be responsible for contacting Arkansas One Call in order to determine the location of all utilities in all work areas relating to any excavation performed by the contractor. The City of Fayetteville shall be responsible for contacting Arkansas One Call in order to determine the location of all utilities in all work areas relating to any Excavation performed by City of Fayetteville crews.
- The CONTRACTOR shall take precautions and use care to avoid damaging, disturbing, or disrupting existing private facilities on private or public property, i.e., fences, sprinkler facilities, shrubs, landscaping, etc. The CONTRACTOR shall restore, to the City of Fayetteville's satisfaction, any property damaged by the CONTRACTOR, at the CONTRACTOR's expense.
- The CONTRACTOR shall arrange crews in a way to have continuous work from the time a particular project has begun until it is complete in order to minimize disruption and street or access closure time to the residents of the City of Fayetteville.

2.3.7 INDEMNIFICATION

- The CONTRACTOR agrees to indemnify and hold harmless and the City of Fayetteville, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs, attorneys' fees and other reasonable costs arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this contract and from any liability arising out of or resulting from any acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of CONTRACTOR, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.
- The CONTRACTOR further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the City of Fayetteville shall not be liable or responsible for the negligence of the CONTRACTOR, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.
- The CONTRACTOR agrees to indemnify and save the City of Fayetteville harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics,

materialmen, and furnishers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this contract. When the City of Fayetteville so desires, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

- It is further agreed, with respect to the above indemnity, that the City of Fayetteville and the CONTRACTOR will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the CONTRACTOR or the City of Fayetteville, and the City of Fayetteville shall have the right to compromise and defend the same to the extent of its own interests.
- Insurance coverage shall be of the following types and not less than the following specified amounts:

Commercial General Liability	$500,000 per occurrence	$1,000,000 aggregate
Automobile Liability	$250,000 per occurrence	$1,000,000 aggregate
Property Damage	$100,000 per occurrence	
Excess Liability	Other than umbrella from $1,000,000	
Employer's Liability	$250,000 per occurrence	$500,000 aggregate
Worker's Compensation	Statutory worker's compensation coverage	
Umbrella Liability	**Not less than $1,000,000 per occurrence combined limit** for bodily injury and property damage	

2.3.8 PROGRESS SCHEDULE

- The CONTRACTOR, upon the execution and delivery of the contract, shall prepare and submit for the CITY OF FAYETTEVILLE'S approval a Critical Path Method (CPM) progress schedule showing the manner of prosecution of the work in order to complete the contract within the allocated time. The CITY OF FAYETTEVILLE will review and approve the proposed progress schedule not later than the issuance of the notice to proceed. The progress schedule shall be revised if, in the opinion of the CITY OF FAYETTEVILLE, the scheduled progress of the work is not being maintained. This revised schedule will address the methods by which time lost shall be made up.

2.3.9 CONTRACTOR QUALIFICATIONS

- All bidders on this project must be deemed qualified by the City of Fayetteville to perform this work. In order to be considered qualified to bid on this contract, the bidding CONTRACTOR, product, manufacturer, and installing CONTRACTOR must provide documentation to satisfy compliance with the following requirements:

  a) For the bidding ***CONTRACTOR*** to be considered acceptable, the CONTRACTOR must satisfy all insurance, financial, and bonding requirements by the City of Fayetteville and shall provide documentation with his bid that he has successful experience with the following: (1) lining no less than 50,000 feet of 6" sewer main; (2) reinstatement of no fewer than 400 each internal 4" services connected to 6-inch diameter sewer mains.

  b) For a mainline ***Product*** to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful

wastewater collection system installations in the U.S. must be documented to the satisfaction of the City of Fayetteville to assure commercial viability. The mainline product intended for use on this contract must be specified with the submittal documents. All materials furnished shall be manufactured in the U.S.A.

c) For a ***Contractor*** to be considered as Commercially Proven, the ***Contractor*** shall have installed 500,000 linear feet of CIPP in wastewater collection systems in the United States. The ***Contractor's*** key onsite personnel shall have had at least 5 (five) years active experience with the *Contractor* in the commercial installation of the products bid. The installing CONTRACTOR must be specified with the submittal documents.

d) Sewer rehabilitation products submitted for approval must provide ***Third Party Test Results*** supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the City of Fayetteville. No product will be approved without independent third party testing verification.

e) The rehabilitation manufacturing processes shall operate under a quality management system that is third party certified to ISO 9001 or other internationally recognized organization standards. Proof of certification shall be required for approval.

f) The Contractor shall own and operate its own permitted wet-out facility where the resin impregnation of the CIPP tube will be carried out. Documentation of such facility shall be submitted to the City of Fayetteville. **No wet-out of purchased materials (tube & resin) shall be completed through 3rd party companies.**

2.4 SPECIAL CONDITIONS

2.4.1 PERMITS AND RIGHT-OF-WAY

- The intent of this contract is for the City of Fayetteville to perform all excavations to include external lateral reinstatements, required point repairs, and obstruction removal. The CONTRACTOR shall not be required to do this excavation without a written work directive change. All references to work relative to excavation only apply if the contractor performed the excavation.
- The City of Fayetteville will provide rights-of-way for the purpose of construction without cost to the CONTRACTOR by securing permits in areas of public dedication or by obtaining easements across privately owned property.
- It shall be the responsibility of the CONTRACTOR, 48 hours prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the CONTRACTOR shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.

2.4.2 TRADE NAMES AND MATERIALS

- No material, which has been used by the CONTRACTOR for any temporary purpose whatsoever, is to be incorporated in the permanent structure without written consent of the City of Fayetteville.

- Where materials or equipment are specified by a trade or brand name, it is not the intention of the City of Fayetteville to discriminate against an equal product or another manufacturer, but rather to set a definite standard or equality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion of judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved sample. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connections with the materials, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the City of Fayetteville and the City of Fayetteville shall have the right to require the use of such specifically designated material, article or process.

2.4.3 PROPERTY AND MONUMENT LINES

- The CONTRACTOR shall protect all property corner markers, and when any such marker or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the CONTRACTOR.

2.4.4 DURING CONSTRUCTION

- During construction of the work, the CONTRACTOR shall at all times, keep the site of the work and adjacent premises as free from material, debris, and rubbish, as is practicable, shall remove same from any portion of the site, if in the opinion of the City of Fayetteville such material debris, or rubbish constitutes a nuisance or is objectionable.
- The CONTRACTOR shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

2.4.5 PROJECT MAINTENANCE

- The CONTRACTOR shall maintain and keep in good repair the work contemplated under these plans, specifications, drawings, etc., and shall perform for a period as set forth in the Maintenance Bond from the date of acceptance all necessary repair, reconstruction and renewal of any part of said construction and shall furnish the labor and materials to make good and to repair any defective condition growing out of or on the account of the breakage or failure of any substance or the improper function of same. Said maintenance contemplates the complete restoration to a functional use during the said period as set forth in the Maintenance Bond.

2.4.6 PROTECTION OF IMPROVEMENTS

- The CONTRACTOR shall be entirely responsible for the protection of all improvements that are not designated by the City of Fayetteville to be removed for proper construction of the project. This shall include sidewalks, building walls, existing inlets and manholes, underground utilities, shrubs, trees, signs, sod and fences. The CONTRACTOR shall be entirely responsible for the protection of all pavements adjacent to the project.

2.4.7 ACCIDENTS

- The CONTRACTOR must report in writing to the City of Fayetteville all accidents whatsoever arising out of, or in connections with the performance of the work, whether on, or adjacent to, the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City of Fayetteville.

- If any claim is made by anyone against the CONTRACTOR or any subcontractor on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the City of Fayetteville giving full details of the claim.

2.4.8 ARRANGEMENTS FOR WATER

- Water used for installation purposes, jetting or flooding trenches, sprinkling, testing and flushing of pipelines or any other purpose incidental to this project, **will be furnished by the CONTRACTOR**. The CONTRACTOR shall make the necessary arrangements for securing the transporting of such water and shall take such water in a manner and at such time that will not produce a harmful drain or decrease of pressure in the City of Fayetteville's WATER SYSTEM. Water shall not be used in a wasteful manner.

2.4.9 USE OF FIRE HYDRANTS

- No person shall open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve or stop cock, or tap any water main belonging to the City of Fayetteville, unless duly authorized to do so by the City of Fayetteville Water Department.

2.4.10 LIGHTS AND POWER

- The CONTRACTOR shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work.

2.4.11 PROTECTION OF TREES

- No trees shall be cut except upon the specific authority by the City of Fayetteville. Trees adjacent to the work shall be protected from all damage by the construction operations.

2.4.12 REMOVAL OF TREES, FENCES, ETC.

- Fences within the right-of-way of this project shall be kept in good repair and closed at all times, except when it is necessary to move machinery and equipment through the fence. Gates shall be closed immediately after use. When the project is complete, the CONTRACTOR shall repair all fences and gates that have been moved or damaged by the CONTRACTOR as a result of construction. Fences shall be left in repair equal to the original condition. No separate compensation shall be made for this work.

- Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

- The CONTRACTOR shall not be held liable for unavoidable damage to crops provided such damage occurs within the construction easement provided by the City of Fayetteville.

2.4.13 POLES, SIGNS, GUY WIRES, ETC

- All utility poles and guy wires, private sign posts, signs and guy wires, and similar private obstructions which interfere with the construction of this project will be removed and replaced, or moved to new permanent locations by the Owners thereof without cost to the CONTRACTOR.
- The removal and replacement of City of Fayetteville street sign posts and signs are the responsibility of the CONTRACTOR. The CONTRACTOR shall be responsible for all damage to street signposts and signs within the limits of his operations that remain in place or are removed and replaced. In the event street sign posts and signs are injured or destroyed by the CONTRACTOR'S operations, they shall be replaced by the CONTRACTOR. No separate compensation will be paid for this work, but the costs thereof shall be included in such contract pay items as are provided.

2.4.14 EXISTING UTILITIES AND SERVICE LINES

- Prior to the start of any excavation by the CONTRACTOR, the CONTRACTOR shall communicate with ARKANSAS ONE CALL, the proper representative of all the utility systems included but not limited to the water and sewer department, the gas company, electric company, telephone company and any other private utility companies and advise said representative of the route of the proposed construction, in order to obtain the assistance of the utility in the location of and in the avoidance of conflicting with utility lines.
- The CONTRACTOR shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the CONTRACTOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense, with the exception of those items included in the bid schedule.

2.4.15 EXISTING STRUCTURES

- No construction plans have been prepared for this contract. It is the Contractor's responsibility to verify the locations of existing surface and subsurface structures. It is mutually agreed that such shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

2.4.16 TESTING, INSPECTION AND CONTROL

- Testing of CIPP field samples and other materials used in the work shall be done by an approved commercial laboratory and paid directly by the CONTRACTOR.

2.4.17 DRAINAGE

- The CONTRACTOR shall provide at his own cost and expense all methods for adequately draining the work. No separate measurement or compensation will be paid for sub-drains or other

methods of draining, but the cost thereof shall be included in such contract pay items as are provided in the Proposal and Contract.

2.4.18 CONSTRUCTION IN CITY STREETS AND PRIVATE DRIVES

- It shall be the responsibility of the CONTRACTOR to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade, and mark all bypasses and detours that might be required on and across the streets involved in the work included in this contract.
- Street shall remain open to traffic at all times unless special permission for closing the street is given by the City of Fayetteville. After permission is given for closing any portion of the street, the CONTRACTOR shall be responsible for notifying the Police and Fire Department 24 (24) hours in advance of such closing.
- The CONTRACTOR shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the streets. Owners or tenants or improvements where access and/or entrance drives are located shall be notified at least eight (8) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed.
- During wet weather the CONTRACTOR shall construct temporary gravel crossings and wooden walkways to allow ingress and egress across excavated areas at no expense to the City of Fayetteville and as directed by the City of Fayetteville.
- The CONTRACTOR shall at all times, keep a sufficient width of the roadway clear of dirt and other materials to allow the free flow of traffic. The CONTRACTOR shall assume any and all responsibility for damage, person or otherwise, that may be caused by the construction along City of Fayetteville streets or private drives.
- If it becomes apparent that barricades do not sufficiently protect the general public and the CONTRACTOR'S workmen from traffic hazards, the CONTRACTOR may be required to furnish such flagmen and/or watchmen as may be deemed necessary to properly direct traffic.

2.4.19 CONSTRUCTION IN ARKANSAS HIGHWAY DEPARTMENT RIGHT-OF-WAY

- Where the work encroaches upon any right-of-way of the Arkansas Highway Department, the City of Fayetteville will secure the necessary permits for the work. Where highways are crossed, the CONTRACTOR shall observe all the regulations and instructions of the Arkansas Highway Department as to methods of doing the work, or precautions for safety of property and the public. All negotiations with the Arkansas Highway Department except for permits shall be made by the CONTRACTOR. The Arkansas Highway Department shall be notified by the CONTRACTOR not less than five days previous to the time of his intention to begin work.

2.4.20 MAINTENANCE OF STORM SEWER AND UTILITIES THAT CROSS EXISTING ROADWAY

- The CONTRACTOR shall maintain at all times during construction storm sewer and utility crossings of existing roadways at no expense to the City of Fayetteville. Storm sewers and utilities crossing existing roadways shall be back-filled in accordance with the provisions of these specifications to an elevation six inches below the elevation of the existing roadway. A six-inch thick compacted gravel base shall be constructed to the elevation of the existing pavement within the limits shall be maintained throughout the construction. Potholes appearing in the existing

pavement, which in the opinion of the City of Fayetteville is a hazard to the general public, shall be filled and maintained as directed by the City of Fayetteville.

2.4.21 BARRICADES, LIGHTS AND WATCHMEN

- Where the work is carried on in or adjacent to any street, alley or public place, the CONTRACTOR shall at his own cost and expense furnish and erect such barricades, fences, battery type flasher-markers and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. **UNLESS OTHERWISE INDICATED, ALL SIGNS, BARRICADES, AND TRAFFIC CONTROL DEVICES SHALL BE PLACED AND MAINTAINED IN ACCORDANCE WITH THE LATEST EDITION OF THE ARKANSAS MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)**
- From sunset to sunrise, the CONTRACTOR shall furnish and maintain at least one battery type flasher-marker at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The CONTRACTOR shall furnish watchmen in sufficient numbers to protect the work.
- The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the City of Fayetteville may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the City of Fayetteville.
- During the prosecution of the work, the CONTRACTOR shall obstruct public travel as little as possible and in no case shall there be less than twelve (12) feet in width of unobstructed roadway for the use of traffic. Materials and equipment stored in or near the path of traffic shall be protected with red flags during the day and with lights during the night.

2.4.22 PROTECTION OF EXISTING WATER VALVE BOXES

- Protection of existing water valve boxes located within the limits of the work shall subsequently be the responsibility of the CONTRACTOR. Failure to show water valve box locations on the plans does not relieve the CONTRACTOR of the responsibility to prevent damage to the valve and boxes.

2.4.23 SURPLUS MATERIALS

- Surplus materials shall be disposed of by the CONTRACTOR at his own cost and expense.
- All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the City of Fayetteville, it can be nearly spread over along the sites to form the finished contours.

2.4.24 SALVAGED MATERIALS

- All materials removed during the construction of the project as salvaged materials shall be removed, cleaned, hauled to and stacked on the City of Fayetteville's grounds. Salvaged materials shall be the property of the City of Fayetteville.

2.4.25 FINAL CLEAN-UP

- Upon completion of the work and before acceptance and final payment, the CONTRACTOR shall clean, remove rubbish, unused materials and temporary structures from the limits of the project and restore in a manner acceptable to the Engineer, all property, both public and private, that has been damaged by the CONTRACTOR during the prosecution of the work, and shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during construction and shall leave the site of the work in a neat and presentable condition, free from ruts or holes.

- Material cleared from the limits of the project and deposited on adjacent property will not be considered satisfactory unless prior approval is obtained from the property owner involved, the work is accomplished to the satisfaction of the City of Fayetteville, and a proper City of Fayetteville grading permit is issued, if required.

2.4.26 WAGE RATES

- All employees directly employed on the work shall be paid the prevailing wage scale for work of a similar character in this locality, as determined by the Arkansas Department of Labor. One and one-half times the prevailing per diem wage based on a 40 hour work week shall be paid for all hours worked in excess of 40 hours in one week, or for all hours worked on Sundays and on holidays. The days to be considered holidays are as follows:

  New Year's Day
  Martin Luther King, Jr. Day
  Presidents' Day
  Memorial Day
  Independence Day
  Labor Day
  Veteran's Day
  Thanksgiving (x2)
  Christmas Day (x2)

2.4.27 LABOR PREFERENCE

- The CONTRACTOR should give preference to all labor hired on the project in the following order:

  (a) to bona fide residents of the City of Fayetteville, Arkansas
  (b) to bona fide residents of the County of Washington, Arkansas
  (c) to bona fide residents of the State of Arkansas
  (d) to bona fide residents of the United States

- Provided that these preferences shall apply only where such qualified labor is available to perform the work to which the employment relates.

2.4.28 LEINS

- Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the City of Fayetteville a complete release of all liens arising out of this contract, or receipt in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the

labor and material for which a lien could be filed; but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City of Fayetteville, to indemnify the City of Fayetteville against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the City of Fayetteville all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

2.4.29 PRIVATE PROPERTY ACCESS

- The CONTRACTOR shall not enter upon or use private property except as allowed by easements or if the CONTRACTOR obtains specific written permission from the property owner.

2.4.30 COMPANY LOGO

- All equipment used on the project shall be clearly marked with the Contractor's name and LOGO. Subcontractor equipment shall also be similarly marked.

2.4.31 CONSTRUCTION SEQUENCING

- For construction sequence & traffic control plan other than what is included in the contract document, the CONTRACTOR will provide his proposed plan sealed by a licensed engineer in the State of Arkansas, which will be reviewed and accepted by the City of Fayetteville prior to construction.

2.4.32 TRENCH SAFETY SYSTEM

- Where trenching by the Contractor is necessary, the CONTRACTOR shall provide a trench shoring design. Such design shall be prepared, signed and sealed by a Registered Professional Engineer. Such engineer shall carry liability insurance against errors and omission in the amount of $100,000 minimum. A copy of the policy binder shall be furnished to the City of Fayetteville. If an alternative trench safety system is to be used, then four (4) copies of the final report shall be provided to the City of Fayetteville prior to the issuance of the notice to proceed for this project.
- The Trench Support System shall cover trench excavations more than five feet (5') in depth. Such excavations shall be provided with a support system or some equivalent means of protection, which will provide a safe environment for workmen. The minimum such support shall be a trench box consisting of a pre-fabricated movable trench shield composed of steel plates welded to a heavy steel frame. Other systems may consist of sheet piling, shoring or bracing and must be approved by the City of Fayetteville. All work, reports, and plans required herein shall be included in the cost of the project.

2.4.33 MOBILIZATION

- It is the intent of this Contract to supply the Contractor with work orders constituting the majority of the plan quantity upon issuance of the Notice to Proceed. Mobilization will require the Contractor to begin work within fifteen (15) working days from the issuance of the work order. Payment shall be made at the Contract Unit Price indicated on the Bid Schedule. Quantities stipulated in the Bid Schedule are approximate. The basis of payment for Mobilization will be one Mobilization for the project. The Contractor agrees that he will make no claim for damages, or anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and the estimated amounts therefore. **In no case shall the amount bid for Mobilization exceed five (5) percent of the Total Contract Amount.**

3.0

TECHNICAL SPECIFICATIONS

3.0 TECHNICAL SPECIFICATIONS

3.1 CURED-IN-PLACE MAINLINE RECONSTRUCTION

3.1.1 INTENT

- It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is formed to the original conduit by use of a hydrostatic head. The resin is cured using hot water under hydrostatic pressure within the tube. The Cured-In-Place Pipe (CIPP) shall be continuous and tight fitting.
- The CONTRACTOR shall submit engineering calculations for liner thickness using ASTM F1216 and sealed by a Registered Professional Engineer for approval by the City of Fayetteville prior to the start of work.

3.1.2 REFERENCED DOCUMENTS

- This specification references ASTM F1216 (Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), and ASTM D790 (Test methods for flexural properties of un-reinforced plastics), which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

3.1.3 PRODUCT, MANUFACTURER, CONTRACTOR QUALIFICATION REQUIREMENTS:

- In order to minimize the City of Fayetteville's risk, only proven products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and Contractors must be approved by the City of Fayetteville for the bid to be acceptable.
- Products and Contractors seeking approval must meet <u>all</u> of the following criteria to be deemed Commercially Acceptable:
  - For a *Product* to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the City of Fayetteville to assure commercial viability.
  - For a *Contractor* to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville, and must have had at least 5 (five) years active experience in the commercial installation of the product bid. In addition, the Contractor must have successfully installed at least 50,000 feet of the product bid in wastewater collection systems. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville.
  - Sewer rehabilitation products submitted for approval must provide *Third Party Test Results* supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the City of Fayetteville. No product will be approved without independent third party testing verification.
  - Both the rehabilitation manufacturing and installation processes shall operate under a quality management system that is third party certified to ISO 9001 or other internationally recognized organization standards. Proof of certification shall be required for approval.

3.1.4 MATERIALS

- Tube - The Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
- The wetout Tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the Design thickness.
- The Tube, when installed, shall tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
- The outside layer of the Tube (before wetout) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wetout) procedure.
- The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
- The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
- Seams in the Tube shall be stronger than the unseamed felt.
- The outside of the Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.
- Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, and the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP, which will comply with the structural and chemical resistance requirements of this specification.
- The Contractor is solely responsible for field verification of all pipe diameters and lengths prior to fabrication and installation. The Contractor shall remedy, at no cost to the City of Fayetteville, any defects in the installed resin tube resulting from field measurement errors, concealed changes in diameter, or from errors in diameters and lengths shown in the Unit Price Schedule. Contractor shall determine the minimum length necessary to effectively span the distance between access points.

3.1.5 STRUCTURAL REQUIREMENTS:

- The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall.
- The CONTRACTOR must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Values in excess of 50% will not be applied unless substantiated by qualified third party test data. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in Design.
- The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data.
- The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

MINIMUM PHYSICAL PROPERTIES

Cured Composite			
Property	Test Method	per ASTM F1216	(400k Resin)
Modulus of Elasticity	ASTM D-790 (short term)	250,000 psi	400,000 psi
Flexural Stress	ASTM D-790	4,500 psi	4,500 psi

- The required structural CIPP wall thickness shall be based as a minimum, on the physical properties above and in accordance with the Design Equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	=	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design *(as determined by Long-Term tests described in paragraph 5.2)*	=	1% - 60%
Ovality*	=	2%
Enhancement Factor, k	=	See Section 5.3
Groundwater Depth (above invert)*	=	ft.
Soil Depth (above crown)*	=	ft.
Soil Modulus**	=	Psi
Soil Density**	=	120 pcf
Live Load**	=	H20 Highway
Design Condition	=	Fully Deteriorated

* Denotes information which can be provided here or in inspection video or project construction plans. Multiple line segments may require a table of values.

- Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.
- Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
- Hydraulic Capacity - Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- CIPP Field Samples - When requested by the City of Fayetteville, the CONTRACTOR shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Paragraph 3.1.5 have been achieved in previous field applications.

3.1.6 INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

- It shall be the responsibility of the City of Fayetteville to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. The City of Fayetteville shall provide access to water hydrants for cleaning, inversion and other work items requiring water. The CONTRACTOR will be responsible for the cost of the water.
- Cleaning of Sewer Lines - The CONTRACTOR, when required, shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The City of Fayetteville shall provide a dumpsite for all debris removed from the sewers during the cleaning operation. Unless stated otherwise, it is assumed this site will be at or near the sewage treatment facility to which the debris would have arrived in absence of the cleaning operation. Any hazardous waste material encountered during this project will be considered as a changed condition.
- Bypassing Sewage - The CONTRACTOR, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The City of Fayetteville may require a detail of the bypass plan to be submitted.
- Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A digital video and suitable log shall be kept for later reference by the City of Fayetteville.
- Line Obstructions - It shall be the responsibility of the CONTRACTOR to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a

collapse that will prevent the inversion process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, then the CONTRACTOR shall request the City of Fayetteville to make a point repair excavation to uncover and remove or repair the obstruction.

- Public Notification - The CONTRACTOR shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the CONTRACTOR to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The CONTRACTOR shall also provide the following:

- Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the CONTRACTOR they can call to discuss the project or any problems which could arise.
  - Personal contact with any home or business, which cannot be reconnected within the time, stated in the written notice.
  - The CONTRACTOR shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.

- Installation - CIPP installation shall be in accordance with ASTM F1216, Section 7, with the following modifications:
  - Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To insure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Contractor uses an alternate method of resin impregnation, the method must produce the same results. Any alternate resin impregnation method must be proven.
  - Tube Insertion – The wetout tube shall be positioned in the pipeline using the inversion method. The tube should be inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
  - Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
  - Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool down process shall be conducted that complies with the resin manufacturer's specification.

3.1.7 REINSTATEMENT OF BRANCH CONNECTIONS:

- The Contractor shall be responsible to reinstate each service without excavation, utilizing a remote controlled cutting device, monitored by a video TV camera. The service connection shall be cut at 95% of the opening with the remaining brushed into the lateral using a wire brush to provide a smooth transition from the main line to the service lateral. The CONTRACTOR shall certify he has a minimum of two complete working cutters plus spare key components on the site before each inversion. The Contractor must provide with his bid demonstrated successful experience with internal reinstatement of services located on 6-inch diameter sewer mains.
- The City of Fayetteville reserves the right to reinstate service connections externally with its own forces. The City of Fayetteville will coordinate with the CONTRACTOR after the pre-TV video has been reviewed to determine which services, if any, will be reinstated externally. **No lining work shall be scheduled until the City of Fayetteville and CONTRACTOR have reviewed all pre-TV video.** All work that will require the City of Fayetteville to reinstate service connections externally shall be performed during normal business hours on Monday through Friday. City of Fayetteville crews will not work on Saturday or Sunday, without prior written approval from the City of Fayetteville. The CONTRACTOR'S work schedule shall take into account the City of Fayetteville crew's availability for work. Additional internal reinstatements by Contractor may be required if external excavation is deemed inappropriate by the City of Fayetteville.

3.1.8 INSPECTION / QUALITY CONTROL:

- **CIPP samples shall be prepared for each installation designated by the City of Fayetteville, approximately 20% of the project's installations.** CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM. All testing shall be paid for by the contractor.
- Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the design thickness as calculated in Paragraph 3.1.5 of this document.
- Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

3.1.9 CLEAN-UP

- Upon acceptance of the installation work and testing, the CONTRACTOR shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

3.1.10 PAYMENT

- Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed.

3.2 CLEANING AND INTERNAL TELEVISION INSPECTION OF EXISTING SANITARY SEWERS

3.2.1 GENERAL

- This section includes provision of cleaning operations, inspection, and closed circuit television monitoring operations, and all associated work for the sizes and lengths of sewers encountered. Cleaning, debris/solids/root removal, and internal television before and after the installation of CIPP is considered subsidiary to the cost for installing the CIPP liner. No additional payment will be made for this item.
  - All sewers to be inspected shall be cleaned as hereinafter specified except when cleaning is not directed by the CITY OF FAYETTEVILLE.
  - It is not required that television inspection be provided by the CONTRACTOR during the cleaning operation. However, he may do so at his own expense.
  - CONTRACTOR's cleaning operations and line inspections are generally limited to 7:00 a.m. to 5:00 p.m. on Monday through Friday except holidays unless previously approved by CITY OF FAYETTEVILLE.
  - CONTRACTOR shall provide traffic control personnel during operations to maintain safety of all personnel and public traffic maintenance.
  - Contractor shall plug each sewer segment and allow to drain prior to performing internal inspection if flow levels exceed 25 percent of pipe diameter
  - If the specified low flow levels are not achievable using flow through plugs or by scheduling inspection during low flow hours, the CITY OF FAYETTEVILLE may authorize the inspection above these flow levels.
  - The CONTRACTOR shall be responsible for any backups in the sanitary sewer system caused by the cleaning and/or TV operation. Any damage to property, both public and private, including but not limited to backup into homes, businesses, etc., shall be repaired, cleaned or replaced to the satisfaction of the owner of such property at no cost to the CITY OF FAYETTEVILLE.

3.2.2 MATERIALS

- Equipment
  - General
  - The CONTRACTOR shall allow CITY OF FAYETTEVILLE to become familiar with CONTRACTOR's equipment before commencement of work.
  - Cleaning Equipment
    (1) The CONTRACTOR shall provide all equipment necessary for proper flushing and cleaning of the sewers in the sizes indicated prior to television inspection. Hydraulic high pressure sewer cleaners used for sanitary sewer cleaning shall be specifically designed and constructed for such cleaning. The sewer cleaner shall have a minimum usable water capacity of 600 gallons and a pump capable of delivering at least 30 gallons per minute (gpm) at 1,000 psi. Pressure to the nozzle shall be regulated by a relief valve adjustable from 0 to 1,500 psi minimum. The equipment will be subject to approval by the CITY OF FAYETTEVILLE.
    (2) Satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Sewers damaged as a

result of the CONTRACTOR's operations shall be promptly repaired by the CONTRACTOR at no cost to the CITY OF FAYETTEVILLE.

(3) All equipment, devices, and tools required for this contract shall be owned (or leased) and operated by the CONTRACTOR.

- Television Equipment

(1) The television cameras used for the inspection shall be specifically designed and constructed for such inspection and shall provide a color picture. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe, acceptable to the CITY OF FAYETTEVILLE. The camera shall be operative in 100 percent humidity conditions, have 360° rotate and 290° pan capability, a minimum of 3 lux light capability, and shall have a minimum of 600 line resolutions. The camera equipment must have the capability of being mounted on skids and winched through the sewer lines if required by the condition of the lines.

The CONTRACTOR shall also provide a color mini-camera based closed circuit television inspection system. This system will be used to remotely inspect service laterals from the cleanout. Picture quality should be of a degree of quality to allow a thorough evaluation of service lateral condition.

(2) Digital recording equipment will be required for all video. The video that will be provided to CITY OF FAYETTEVILLE shall be DVD format.

(3) The CONTRACTOR shall provide equipment for viewing of the inspection as it takes place.

- Cleaning Operation

  - Cleaning Sewers

(1) Existing flows shall not be interrupted for periods longer than one hour. Sewage diverted during cleaning operations shall be returned to the sanitary system and not discharged into the streams or storm drain system. Cleaning of these sewers may be by means of hydraulic high pressure jetting or other equipment as needed.

(2) Jet machines may be refilled from fire hydrants in a manner acceptable to the CITY OF FAYETTEVILLE. The CONTRACTOR is responsible for any adverse impact on the water distribution system resulting from his filling operations. Water will be available at no cost to the CONTRACTOR from fire hydrants acceptable to the CITY OF FAYETTEVILLE. A backflow prevention valve is required on CONTRACTOR's equipment during filling operations.

(3) Cleaning shall generally be performed prior to closed circuit television inspection. The cleaning operations shall be conducted no more than 48 hours in advance of television inspection of the sewer line.

(4) Unless other methods are authorized by the CITY OF FAYETTEVILLE, light hydraulic cleaning shall be performed for all main sewers to be inspected. Three attempts shall be made, if necessary, by the CONTRACTOR unless directed otherwise by the CITY OF FAYETTEVILLE. If the line is still not suitable for TV inspection, then heavy cleaning shall be recommended to CITY OF FAYETTEVILLE.

(5) Remove all sludge, dirt, sand, grease, roots, rocks, gravel, and other materials from the pipe and collect and remove resulting debris from the downstream manhole of the sewer section being cleaned. Passing material from sewer section to sewer section will not be permitted. An approved dam or weir shall be constructed in the

downstream manhole in such a manner that debris and solids will be trapped and retained.

(6) Roots shall be removed in the sections designated by the CITY OF FAYETTEVILLE where root intrusion is a problem. Special precautions should be exercised to assure removal of visible roots form the joint area which could hinder normal flow or interfere with any rehabilitation or repair techniques that may be performed. The use of mechanical devices such as kites, balls, rodding machines, root cutters, porcupines, and hydraulic procedures such as high-pressure jet cleaners shall be used, as required. This work will be documented with video, before and after removal of the roots, as directed by the CITY OF FAYETTEVILLE.

- Disposal of Debris
  (1) Under no circumstances shall sewage or solids be dumped onto the ground surface, street or into ditches, catch basins or storm drains.
  (2) All solids or semi-solids resulting from the operations shall be removed from the site by the CONTRACTOR unless authorized or directed otherwise by the CITY OF FAYETTEVILLE. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
  (3) Disposal will be the responsibility of the CONTRACTOR.

- Re-cleaning
  If a pipeline is found not to be properly cleaned (by visual inspection, video review, or field analysis) in the opinion of the CITY OF FAYETTEVILLE, the television equipment shall be removed and the sewer re-cleaned at no expense to the CITY OF FAYETTEVILLE.

- Inspection Operations
  - Camera Work
    (1) When the CITY OF FAYETTEVILLE directs that no cleaning shall be performed prior to the inspection and stringing the line is required, the CONTRACTOR shall string the line by approved means so as not to disturb the existing sewer line conditions.
    (2) The inspections shall be done one sewer section at a time. The section being inspected shall be isolated from the remainder of the sewer in a manner approved by the CITY OF FAYETTEVILLE. Such method will include plugging all upstream flow if necessary. Plugs shall be secure to remain in place and operations conducted to prevent backflow into buildings.
    (3) The camera shall be inserted in the upstream manhole of the line segment and moved through the line at a uniformly slow rate (maximum 30 feet/minute), stopping at defective joints, all defects and each service connection to allow adequate evaluation by CITY OF FAYETTEVILLE. In addition, the pan/tilt feature of the camera shall be utilized at each service connection and lateral to provide a clear picture for determination of condition by the CITY OF FAYETTEVILLE, and whether the line is plugged or active. If the line segment to be televised has a cleanout on the upstream end, then the inspection will begin at the downstream manhole.
    (4) If progress of the television camera is impeded or stopped by roots in the sewer reach being inspected, the camera shall be withdrawn, at the direction of the CITY

OF FAYETTEVILLE. The camera shall then be reinserted at the other manhole of the sewer reach and the television inspection resumes. If the camera is stopped by roots or debris that, in the opinion of the CITY OF FAYETTEVILLE, should have been removed by the cleaning operation, the camera shall be removed and the line re-cleaned at no additional cost to the CITY OF FAYETTEVILLE. Once the re-cleaning is complete, the CONTRACTOR shall televise the line segment. The cost to re-televise is considered subsidiary to the work and paid for one time at the unit cost per foot of pipe actually televised.

(5) Other obstruction may be encountered during the course of the internal inspection that prevent the travel of the camera. Should an obstruction not be passable, the CONTRACTOR shall withdraw the equipment and begin internal inspection from the opposite end of the sewer reach. Should additional obstructions be encountered after the re-employment and no means are available for passing the obstruction without damage to the equipment, then the remaining sections of the sewer not inspected shall be excluded from the work requirements of the contract. Cost related to difficulties encountered during internal inspections will not be measured for payment nor constitute additional cost to the Contract Price, but will be considered as incidental to the contract.

(6) The CITY OF FAYETTEVILLE will provide for removal of equipment that may become lodged in the sanitary sewer line unless CITY OF FAYETTEVILLE is requested not to inspect a specific sanitary sewer segment. The CITY OF FAYETTEVILLE is not responsible for damage of the television (TV) camera and its associated equipment during the retrieval process.

- Viewing

Telephones, portable radio, CB, walkie talkies, or other electronic means of communications must be set up where voice or manual communications is not feasible. The CONTRACTOR shall provide facilities for the purpose of viewing the monitor while the inspection is in progress.

- Record Logs

(1) Measurement for location of defects in sewer mains shall be at the ground level by means of a meter device. Marking on cable or the like which requires interpolation for depth of manhole will not be allowed. Measurement meters shall be accurate to 0.2 feet. A measuring target in front of the television camera shall be used as an exact measurement reference point, and the meter reading shall show this exact location of the measurement reference point. The first feature out of the manhole or cleanout will be measured and used as the initial reference point. If a buried manhole is encountered during the internal TV inspection, the footage will be reset to zero and that segment shall be treated as a new line segment. The CITY OF FAYETTEVILLE's field representative shall instruct the CONTRACTOR on the numbering procedure for this new manhole.

(2) The CONTRACTOR shall furnish all video equipment and DVD media for digital recording. No reel to reel video recording equipment or VHS tapes will be permitted. In the course of inspection, all sewer sections will be videoed in their entirety.

(3) Defects shall be described and quantified verbally on the video by the CONTRACTOR. Where appropriate, existing landmarks shall be identified.

(4) The video will be reviewed by the CITY OF FAYETTEVILLE for focus, lighting, clarity of view, and technical quality. The CONTRACTOR shall maintain sharp focus, proper lighting, and clear, distortion free viewing during the camera operations. The CONTRACTOR shall maintain plugging and eliminate steam in the line for the duration of the inspection. Failure to maintain these conditions will result in rejection of the video by the CITY OF FAYETTEVILLE. Any sewer line whose video is not acceptable to the CITY OF FAYETTEVILLE will be re-televised at no expense to the CITY OF FAYETTEVILLE.

(5) Each individual video shall be properly labeled by the CONTRACTOR prior to submittal to the CITY OF FAYETTEVILLE. The label shall list the CITY OF FAYETTEVILLE's sewer line segment number, data, City of Fayetteville, name of CONTRACTOR, and video number.

(6) Each setup shall be described visually (by superimposing a descriptive caption on the video which identifies critical information) and described audibly on the video recording, both at the initiation and at the conclusion of the setup. The line segment shall be described by the CITY OF FAYETTEVILLE's segment number which includes both basin and manhole numbers. The video counter number shall be voiced on the video recording and written on the record logs both at the initiation and conclusion of each setup. In addition, the video counter number and a brief description of all service laterals, cleanouts, and defects shall be audibly indicated on the video recording.

(7) The CONTRACTOR shall be responsible for verifying that each service connection is active at the time of initial TV inspection. The CONTRACTOR shall be responsible for dye testing service connections that cannot be verified by visual inspection alone. No work shall be performed on any sewer lines until ALL services have been verified. Reinstatement of "dead" service connections will not be permitted.

(8) A printed report shall be furnished for each line segment televised. The report will contain the location of service laterals, the status of the laterals, location of cleanouts, the status of the cleanouts and the location and description of any defects.

4.0

BIDDER'S PROPOSAL

4.0 BIDDER'S PROPOSAL

4.1 ITEMIZED DESCRIPTION OF BID PRICING

TO: City of Fayetteville
Fayetteville, Arkansas

The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices to wit. The unit prices shall be written in words on each line below the item description. The unit price in figures and extended total in figures shall be written on the lines provided. The total bid amount shall be written in both figures and words on the lines provided.

Item No.	Item Description	Approx. Qty.	Unit	Unit Price In Figures	Total
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	Twenty-Seven dollars	4360	LF	$27.00	$ 117,720.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	Twenty-Six dollars	1430	LF	$26.00	$ 37,180.00
3	Internal reinstatement of Service Laterals				
	Five dollars	25	EA	$ 5.00	$ 125.00
4	Standard Mobilization				
	Seven Thousand Four Hundred Seventy dollars	1	EA	$7,470.00	$ 7,470.00

TOTAL BID AMOUNT $162,495.00

One Hundred Sixty Two Thousand Four Hundred Ninty Five Dollars
(In Writing)

The undersigned understands that this bid is for a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas and that the City of Fayetteville here may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

The bidder understands that the City of Fayetteville reserves the right to reject any or all bids, and to waive informalities in the bidding.

The undersigned further agrees that the proposal guaranty may be retained by the City of Fayetteville, Arkansas, provided the undersigned is one of the lowest and most advantageous bidders, and that said proposal guaranty shall remain with the City of Fayetteville until the contract has been signed, and the bond required for the faithful performance of the contract has been made by one of the lowest responsible bidders; otherwise, proposal guaranty may be obtained from the City of Fayetteville after forty-eight hours from the time of opening of the bids.

The undersigned hereby declares that he has had sufficient time to make all test and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the specifications and documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representation made by the City of Fayetteville are in any sense a warranty, but are mere estimates for guidance of the CONTRACTOR.

Upon receipt of notice of the acceptance of the bid, we will execute the formal contract attached in quintuplicate, within ten days, and will deliver a Surety Bond for the faithful performance of the contract, and such other bonds as may have been required in the specifications. The bid security attached in the sum of 5%of the greatest amount of the total bid is ($5%) is to become the property of the City of Fayetteville if a cashier's check, and if a bond, the principal amount shall be paid to the City of Fayetteville, in the event the contract and bond are not executed within the time set forth, and to be considered as liquidated damages because the delay and additional work caused thereby are incapable of accurate ascertainment.

RESPECTFULLY SUBMITTED

Bidder Richard A. Rula
SIGNATURE AND TITLE
Richard A. Rula, President

SIGNATURE AND TITLE
Suncoast Infrastructure, Inc.

Seal (If bidder is a corporation)

Business Address P.O. Box 397
Florence, MS 39073

Telephone Number 601-420-9682

FAX Number 601-420-9300

Arkansas Contractors License Number 0082430413

NOTE: DO NOT DETACH BID FROM OTHER PAPERS BOUND IN THIS DOCUMENT. Fill Bid Form in with ink and submit complete with all other papers bound in this document

Addendum #1 - April 23, 2013 received

4.2 GENERAL INFORMATION

- Representatives from the CITY OF FAYETTEVILLE will contact the CONTRACTOR with their specific work items. The estimate will reflect and be based on the listed bid items. Upon notification and approval by the CITY OF FAYETTEVILLE, the CONTRACTOR shall start work on the project within fifteen (15) working days.
- **Payment for work on a particular project shall be made upon completion and acceptance of the work by the City of Fayetteville. There will be no partial payment made for any project.**
- Invoices shall be sent to the City of Fayetteville. They shall be itemized to include:
  - The specific bid items utilized.
  - The quantities of those bid items.
  - The total cost for that project.
  - The total billing to date under the annual contract, including any change orders.
- The CONTRACTOR will be responsible for all signing and barricading and will comply with those portions of the "Arkansas Manual on Uniform Traffic Control Devices for Streets and Highways" which pertain to construction.
- The CONTRACTOR shall take precautions and use care to avoid damaging, disturbing, or disrupting existing private facilities on private or public property, i.e., fences, sprinkler facilities, shrubs, landscaping, etc. The CONTRACTOR shall restore, to the City of Fayetteville's satisfaction, any damaged property at the Contractor's expense.
- Completion of a particular project is defined to include the satisfactory performance of all minor and non-pay work items such as clean-up and restoration/replacement of all damaged private and public property, etc.

POST LINING VIDEOING

- After lining, the CONTRACTOR shall provide the City of Fayetteville television results of the lining showing all taps made upon the new line. Upon completion of the video, a DVD shall be supplied to the CITY OF FAYETTEVILLE.

UTILITIES COORDINATION

- During the construction of this project, the CONTRACTOR shall be responsible for contacting Arkansas One Call for locating any utilities that may be involved in any excavations.

4.3 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Suncoast Infrastructure, Inc. as Principal, and Federal Insurance Company as Surety, are hereby held and firmly bound unto the City of Fayetteville in the penal sum of Five Percent of Bid for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Fayetteville a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for Project ELKINS OUTFALL AREA GRAVITY SEWER IMPROVEMENTS - CURED IN PLACE PIPE METHOD

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth below.

Signed, this 9 day of May, 2013.

(Principal) Richard A. Rula, President

Federal Insurance Company
(Surety)

By: Mary A. Goodin
Mary A. Goodin, Attorney in Fact

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald L. Andrews Mary A. Goodin and Susan G. Johnston of Vicksburg, Mississippi** ----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **7th** day of **September, 2011.**

Kenneth C. Wendel, Assistant Secretary

James E. Altman, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **7th** day of **September , 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with James E. Altman, and knows him to be Vice President of said Companies; and that the signature of James E. Altman, subscribed to said Power of Attorney is in the genuine handwriting of James E. Altman, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR NOTARY PUBLIC NEW JERSEY

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

> "All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 9 day of May, 2013

FEDERAL INSURANCE COMPANY INDIANA — PACIFIC INDEMNITY COMPANY INCORPORATED JUL. 16, 1929 WISCONSIN — VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

4.4 CONTRACTOR'S ACT OF ASSURANCE FORM

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of $10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding $10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of $2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government 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/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $25,000.

AUTHORIZED REPRESENTATIVE

COMPANY NAME: Suncoast Infrastructure, Inc.

SIGNATURE: Richard A Rula DATE: May 9, 2013

PRINTED NAME: Richard A. Rula TITLE: President

5.0

CONTRACT AND BOND DOCUMENTS

5.0 CONTRACT AND BOND DOCUMENTS

5.1 AGREEMENT

ELKINS OUTFALL AREA GRAVITY SEWER IMPROVEMENTS - CURED IN PLACE PIPE METHOD

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the City of Fayetteville, Arkansas, and

Suncoast Infrastructure, Inc.
doing business as a Corporation, hereinafter called "Contractor",

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the projects selected for rehabilitation under this Contract at the City of Fayetteville, Arkansas and all incidental and ancillary work in accordance with the conditions and at the prices stated in the Bid Proposal which are a part of these Contract Documents attached hereto and made a part hereof.

2. The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the projects selected for rehabilitation.

3. The Contractor will commence the work required under this term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas in a timely manner as projects are selected. The Contractor shall furnish City of Fayetteville a timeline for each project as preparation for the work begins.

4. The timeline for this contract shall be 120 calendar days from date listed on the Notice to Proceed.

5. The City of Fayetteville will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts, as required by the Contract Documents.

6. The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal.

7. The term "Contract Documents" means and includes the Advertisement for Bids, Information for Bidders, Technical Specifications, Bid Proposal, Agreement, General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Orders and Addenda prepared or issued by the City of Fayetteville.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. It is mutually agreed that should it appear to the City of Fayetteville or to the Authorized Agent in charge, at any time during the existence of this Contract, that the sureties on the Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the City of Fayetteville under the terms of the Contract, the City of Fayetteville may demand the Contractor furnish additional security in some approved surety company satisfactory to the City of Fayetteville. The acts of the City of Fayetteville or the Agent with reference to demanding new or additional security shall never be construed to relieve the original sureties of their obligations under the contract, or to relieve the Contractor. The City of Fayetteville may stop performance under the Contract until additional security has been furnished by the Contractor,

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

11. City of Fayetteville contracts and documents prepared while performing City of Fayetteville 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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

THE CITY OF FAYETTEVILLE

By:_____ Attest:_____
Title: Mayor Title:
113 West Mountain Street
Fayetteville, AR 72701

CONTRACTOR:

By:_____ *Attest:_____

Title:_____ Title: _____

Company _____ (Corporate Seal)

Address

_____

_____

*If a corporation, the Secretary of the Corporation should Attest.

5.2 PERFORMANCE AND PAYMENT BOND

ELKINS OUTFALL AREA GRAVITY SEWER IMPROVEMENTS
- CURED IN PLACE PIPE METHOD

We ,_____,

hereinafter called "PRINCIPAL", and _____, as Surety, hereinafter called "Surety", are held and firmly bound unto the City of Fayetteville, Arkansas as obligee, in the amount of $_____Dollars ($_____), for payment where of the PRINCIPAL and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

The PRINCIPAL has by written Agreement dated _____, 2013, entered into a contract with the City of Fayetteville to make rehabilitation improvements to sanitary sewer mainlines to be selected by the City of Fayetteville, which Contract is by reference made a pert hereof and is hereinafter referred to as the Contract.

WHEREAS, this bond is given pursuant to the Arkansas Government Code;

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the City of Fayetteville harmless; shall reimburse and repay City of Fayetteville for any outlay or expense which City of Fayetteville may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and Cities who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of CONTRACTOR and SURETY under this bond apply both to the original Contract and to any extension or modification of the Contract and SURETY agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of SURETY under this bond, and SURETY waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of CONTRACTOR and SURETY under this bond are performable and payable in Washington County, Arkansas such that exclusive venue for any legal action pertaining to this bond shall lie in Washington County, Arkansas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of CONTRACTOR and SURETY.

PROVIDED , FURTHER, that no final settlement between the City of Fayetteville and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed and original.

EXECUTED this the _____ day of _____, 2013

CONTRACTOR:	SURETY:
PRINCIPAL	SURETY
_____	_____
By:_____	By:_____
_____	_____
Name/Title	Name/Attorney-in-Fact:
Address_____	Address_____
_____	_____
_____	_____

Note: This Bond Form is mandatory; no other form will be acceptable. The date of the Bond must not be prior to the date of the Contract. If Contractor is a Partnership, all Partners must execute this Bond. This Bond must be issued in quintuplicate with the issuing agent's Power of Attorney attached to each copy. SURETY companies executing Bonds must appear on the U.S. Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Arkansas

5.3 MAINTENANCE BOND

ELKINS OUTFALL AREA GRAVITY SEWER IMPROVEMENTS - CURED IN PLACE PIPE METHOD

We ,_____,

hereinafter called "PRINCIPAL", and _____, as SURETY, hereinafter called "SURETY", are held and firmly bound unto the City of Fayetteville, Arkansas as obligee, hereinafter called "City of Fayetteville", in the amount of $_____Dollars ($_____), for payment where of the PRINCIPAL and SURETY bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

The PRINCIPAL has by written Agreement dated _____, 2013, entered into a contract with the City of Fayetteville to make rehabilitation improvements to sanitary sewer mainlines to be selected by the City of Fayetteville, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

WHEREAS, this bond is given pursuant to the Arkansas Government Code;

WHEREAS, under the Contract it is provided that the PRINCIPAL will maintain and keep in good repair all work to be performed and done under the Contract for a period of two (2) years from the date of acceptance of the completed work by CITY OF FAYETTEVILLE, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this maintenance bond is to insure all warranties, express or implied, made or given by the PRINCIPAL to CITY OF FAYETTEVILLE and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the PRINCIPAL and in case the PRINCIPAL shall fail to correct any such conditions it is agreed that CITY OF FAYETTEVILLE may make such corrections and charge the cost of making those corrections against the PRINCIPAL and the SURETY on this obligation, and the PRINCIPAL and SURETY shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the PRINCIPAL shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of two (2) years as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by PRINCIPAL in the performance of its obligations, then these presents shall have full force and effect, and CITY OF FAYETTEVILLE shall have and recover from the PRINCIPAL and its SURETY damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the PRINCIPAL and the SURETY and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed, diminished, or in any other manner affected during the term of this bond. The obligations of PRINCIPAL and SURETY under this bond apply both to the original Contract and to any extension or modification of the Contract and SURETY agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of SURETY under this bond, and SURETY waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of PRINCIPAL and SURETY under this bond are performable and payable in Washington County, Arkansas such that exclusive venue for any legal action pertaining to this bond shall lie in Washington County, Arkansas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of PRINCIPAL and SURETY.

PROVIDED, FURTHER, that no final settlement between the City of Fayetteville and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed and original.

EXECUTED this the _____ day of _____, 2013.

CONTRACTOR:

PRINCIPAL _____

By: _____

_____

Name/Title

Address _____

_____

_____

SURETY:

SURETY _____

_

By: _____

_____

Name/Attorney-in-Fact:

Address _____

_____

_____

Note: This Bond Form is mandatory; no other form will be acceptable. The date of the Bond must not be prior to the date of the Contract. If Contractor is a Partnership, all Partners must execute this Bond. This Bond must be issued in quintuplicate with the issuing agent's Power of Attorney attached to each copy. SURETY companies executing Bonds must appear on the U.S. Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Arkansas

5.5 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

ELKINS OUTFALL AREA GRAVITY SEWER IMPROVEMENTS - CURED IN PLACE PIPE METHOD

(To be executed prior to acceptance of project)

STATE OF ARKANSAS
COUNTY OF WASHINGTON

Personally, before me the undersigned authority, on this day appeared

_____,

who, being duly sworn, on oath, says that he is a legal representative of

_____
(Full name of CONTRACTOR as in Contract)

and that the contract for the construction of the project, designated as TERM MAINTENANCE CONTRACT FOR 2008 SANITARY SEWER MAIN LINE AND SERVICE LATERAL REHABILITATION has been satisfactorily completed and that all bills for materials, apparatus, fixture, machinery and labor used in connection with the construction of this project have, to the best of my knowledge and belief, been fully paid.

_____
Signature

_____
Title

Sworn to and subscribed before me this _____ day of _____,2013.

_____, Notary Public in and for _____ County, Arkansas

(Seal) My Commission Expires _____

NOTE: If the CONTRACTOR is an individual, he shall sign the affidavit. If the CONTRACTOR is a partnership, any partner may sign the affidavit. If the CONTRACTOR is a City, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the CONTRACTOR is a joint venture of individuals, any of the individuals may sign the affidavit. If the CONTRACTOR is a joint venture of partnerships, or of individuals and partnerships, the individual or any partner of any partnership may sign the affidavit. If the CONTRACTOR is a joint venture in which a City is a party, separate affidavits must be executed in the name of the joint-venture; one by each City and one by each individual or partnership. Signatures for Cities should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.

6.0

USEPA REGION 6 SUPPLEMENTAL CONDITIONS

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6

Supplemental Conditions
For
Federally Assisted Water, Storm Water and/or Wastewater
Infrastructures under the
Special Appropriations Act Project Grants
Revised Oct. 2011

REPRODUCTION OF THIS GUIDANCE
SHOULD BE ON COLORED PAPER,
PREFERABLY PINK

FORMS THAT NEED TO BE SUBMITTED WITH BIDS

General Requirements

- Certifications Regarding Contracts under Equal Opportunity Clause and Nonsegregated Facilities.

Labor Standards and Davis-Bacon

- Certification by Contractor Statement of Compliance with Labor Standards

Disadvantaged Business Enterprise

- EPA Form 6100-2, DBE Subcontractor Participation Form
- EPA Form 6100-3, DBE Subcontractor Performance Form
- EPA Form 6100-4, DBE Subcontractor utilization Form
- MBE/WBE/SBRA Utilization Information Sheet

REFERENCES

- Copeland Anti-Kickback, 29 CFR Part 3
  http://www.dol.gov/compliance/laws/comp-copeland.htm

- Suspension and Debarment, Subpart C of 2 CFR 180 and 1532
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr180_main_02.tpl
  http://edocket.access.gpo.gov/cfr_2009/janqtr/pdf/2cfr1532.332.pdf

- Disadvantaged Business Enterprise, 40 CFR Part 33
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.30&idno=40

- Equal Employment Opportunity, 41 CFR Part 60
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=41:1.2.3.1.1&idno=41

- Labor Standards, 29 CFR Parts 4 & 6
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr4_main_02.tpl
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=99c9a20e960f56be66f17ae91b52c888&rgn=div5&view=text&node=29:1.1.1.1.7&idno=29

- Nondiscrimination, 40 CFR Part 7
  http://www.epa.gov/ocr/docs/40p0007.pdf

- OMB Circular A-133
  http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf

- Reissuance of NPDES General Permits for Storm Water Discharges from Construction Sites in Region 6- Federal Register
  http://www.epa.gov/region6/6en/w/sw/swcon98.pdf

- Uniform Administrative Requirements, 40 CFR Part 31
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.29&idno=40

Model Contract Clauses—Attached

NPDES Bypass Policy—Attached

Federal Cross-Cutters—Attached

XP-211

BIDDER'S CERTIFICATIONS* XP-00F27401-0

Project Name Elkins Outfall Area Gravity Sewer Imp. Project Number XP- Bid 13-19
Contract For City of Fayetteville, Arkansas

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

(X) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.

(X) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.** I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

( ) I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.**

(X) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

(X) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Richard A. Rula President
Typed Name & Title of Bidder's Authorized Representative

Richard A. Rula May 9, 2013
Signature of Bidder's Authorized Representative Date

Suncoast Infrastructure, Inc.
P.O. Box 397, Florence, MS 39073
Name & Address of Bidder

*This is a suggested format. The grantee may substitute other equivalent format.

CERTIFICATION BY CONTRACTOR
STATEMENT OF COMPLIANCE
WITH LABOR STANDARDS

In accordance with Title 29, Subtitle A, Part 5, Section 5.6(a)(1), each monthly engineering estimate must be accompanied by the following certification executed by each prime contractor employing mechanics and laborers at the site on work.

Estimate No._____for period _____to _____

_____ _____
Name of Project Location

_____ _____
Contract No. Date Contract Awarded

Project No._____

I hereby certify that all of the contract requirements as specified under the applicable labor standards as set forth in the Copeland "Anti-Kickback" Act and the Contract Work Hours and Safety Standards Act, have been complied with by _____ _____as principal contractor and by each _____
(Name of Contractor)
subcontractor employing mechanics or laborers at the site of the work, or there is a substantial dispute with the respect to the required provisions.

_____
Typed Name & Title of Contractor's Authorized Representative

_____
Signature of Contractor's Authorized Representative Date

I understand that the falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

NOTES:

1. This certification may be placed on the estimate or on a separate sheet attached to the estimate.
2. The responsible State Agency shall, prior to approving a voucher, satisfy itself that copies of these certificates are on file with the Grantee.

XP-215

MBE/WBE/SBRA UTILIZATION INFORMATION SHEET*

NOTE: The bidders/contractors shall complete the following Minority/Women=s/Small Business in Rural Area (MBE/WBE/SBRA) utilization information **whenever** they solicit subcontract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction _____ % Equipment: _____%, Supplies _____%, Services_____%
WBE: Construction: _____ %, Equipment: _____ %, Supplies: _____ %, Services:_____ %

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes X No__

   If yes, when did you update your MBE/WBE/SBRA solicitation lists? 4/30/13

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRAs? Yes__ No X

   If yes, name the publications: N/A

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes X No__

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes__ No X

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs and SBRAs including the bonding range? Yes X No__

   If yes, please attach a brief description of portions of work you have identified for subcontracting. See attached in front of Book Attachment "A"

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes X No__

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes__ No X

   If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes__ No X
If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE and SBRA? Yes__ No X

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person:_____

Name of MBE/WBE/SBRA:_____

Address:_____ Phone:_____

Date and Place of Conference:_____

_____

Name & Title of Person:_____

Name of MBE/WBE/SBRA:_____

Address:_____ Phone:_____

Date and Place of Conference:_____

_____

Name & Title of Person:_____

Name of MBE/WBE/SBRA:_____

Address:_____ Phone:_____

Date and Place of Conference:_____

10. Total dollar amount of the contract: $162,495.00

11. Total dollar amount and percentage of MBE/WBE/SBRA participation: N/A

MBE: Construction: ____ %, Equipment: _____ %, Supplies: ____ %, Services:____ %
($) ($) ($) ($)
WBE: Construction: ____ %, Equipment: _____ %, Supplies: ____ %, Services:____ %

($) ($) ($) ($)
SBRA: Construction: ____ %, Equipment:_____ %, Supplies: ____ %, Services:____ %
($) ($) ($) ($)

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract. N/A

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount:$	Amount:$	Amount:$

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount:$	Amount:$	Amount:$

***XP-215 is a suggested format. The grantee may substitute other equivalent format.**

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6

MODEL CONTRACT CLAUSE

Recipients must ensure that, when appropriate, the following clauses or their equivalent are included in each contract.

1. SUPERSESSION

The recipient and the contractor agree that this and other appropriate clauses in 40 CFR 31.36(i) apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

3. CHANGES

a. The following clause applies only to contracts for construction.

1. The recipient may at any time, without notice to any surety, by written order, make any change in the work within the general scope of the contract, including but not limited to changes:
   i. In the specifications (including drawings and designs);
   ii. In the time, method or manner of performance of the work;
   iii. In the recipient-furnished facilities, equipment, materials, services or site, or
   iv. Directing acceleration in the performance of the work.
2. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the recipient which causes any change, provided the contractor gives the recipient written notice stating the date, circumstances and source of the order and that the contractor regards the order as a change order.
3. Except as provided in this clause, no order, statement or conduct of the recipient shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.
4. If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify the contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (a)(2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the recipient is responsible, the equitable adjustment shall include any increased cost the

contractor reasonably incurred in attempting to comply with those defective specifications.
5. If the contractor intends to assert a claim for an equitable adjustment under this clause, the contractor must, within 30 days after receipt of a written change order under paragraph (a)(1) or the furnishing of a written notice under paragraph (a)(2), submit a written statement to the recipient setting forth the general nature and monetary extent of such claim. The recipient may extend the 30-day period. The contractor may include the statement of claim in the notice under paragraph (2) of this changes clause.
6. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

b. The following clause applies only to contracts for services.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify this contract in writing. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the recipient's notification of change, unless the recipient grants additional time before the date of final payment.
2. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.
3. No services for which the contractor will charge an additional compensation shall be furnished without the written authorization of the recipient.

c. The following clause applies only to contracts for supplies.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in any one or more of the following:
    i. Drawings, designs or specifications where the supplies to be furnished are specifically manufactured for the recipient;
    ii. Method of shipment or packing; and
    iii. Place of delivery.
2. If any changes cause an increase or decrease in the cost or time required to perform any part of the work under this contract, whether or not changed by such order, the recipient shall make an equitable adjustment in the contract price or delivery schedule, or both, and modify the contract in writing. The contractor must assert any claim for adjustment under this clause within 30 days from the date the contractor receives the recipient's notification of change. If the recipient decides that the facts justify such action, the recipient may receive and act upon any such claim asserted at any time before final payment under this contract. where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment, the recipient has the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.
3. No claim by the contractor for an equitable adjustment shall be allowed if made after final

payment under this contract.

4. DIFFERING SITE CONDITIONS

The following clause applies only to construction contracts.

a. The contractor shall promptly, and before such conditions are disturbed, notify the recipient in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

b. The recipient shall promptly investigate the conditions. If it finds that conditions materially differ and will cause an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed as a result of such conditions, the recipient shall make an equitable adjustment and modify the contract in writing.
c. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in paragraph (a) of this clause. However, the recipient may extend the time prescribed in paragraph (a).
d. No claim by the contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

5. SUSPENSION OF WORK

The following clause applies only to construction contracts.

a. The recipient may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the recipient may determine to be appropriate for the convenience of the recipient.
b. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the recipient in administration of this contract, or by the recipient's failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), the recipient shall make an adjustment for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the subagreement in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
c. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the contractor notified the recipient in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and (2) unless the amount claimed is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the contract.

6. TERMINATION

The following clause applies only to contracts over $10,000.

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
b. This contract may be terminated in whole or in part
in writing by the recipient for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
c. If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the contractor's default. If termination for default is effected by the contractor, or if termination for convenience is effected by the recipient, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.
d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.
e. Upon termination under paragraphs (a) or (b) above, the recipient may take over the work and may award another party a contract to complete the work under this contract.
f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the subagreement price shall be made as provided in paragraph (c) of this clause.

7. REMEDIES

This clause applies only to contracts over $25,000.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters

in question between the recipient and the contractor arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the recipient is located.

8. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

NOTE - The following clause applies to (1) any contract negotiated between the recipient and its contractor in excess of $100,000; (2) negotiated contract amendments or change orders in excess of $100,000 affecting the price of a formally advertised, competitively awarded, fixed price contract, or (3) any lower tier contract or purchase order in excess of $100,000 under a contract other than a formally advertised, competitively awarded, fixed price contract. This clause does not apply to contracts awarded on the basis of effective price competition.

a. The contractor and subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier contracts and change orders is based on current, accurate and complete data supported by their books and records. If the recipient or EPA determines that any price (including profit) negotiated in connection with this contract, lower tier contract or amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the recipient shall modify the contract in writing to reflect such action.
b. Failure to agree on a reduction shall be subject to the remedies clause of this contract.

NOTE - Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier contracts, the contractor may wish to include a clause in each lower tier contract requiring the lower tier contractor to appropriately indemnify the contractor. It is expected that any lower tier contractor subject to such indemnification will generally require substantially similar indemnification for defective cost and pricing data submitted by lower tier contractors.

9. AUDIT; ACCESS TO RECORDS

a. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the recipient, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of $10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.
c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).
d. The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
e. Records under paragraphs (a) and (b) above shall be maintained by the contractor during performance on EPA assisted work under this contract and for the time periods specified in 40 CFR part 31. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the contractor for the time periods specified in 40 CFR part 31.
f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.
g This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the subagreement is terminated for default or for convenience.

10. COVENANT AGAINST CONTINGENT FEES

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

11. GRATUITIES

a. If the recipient finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or

otherwise) to any official, employee or agent of the recipient, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the recipient may, by written notice to the contractor, terminate this contract. The recipient may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

12. BUY AMERICAN

This clause applies only to construction contracts award under 40 CFR Part 35, Subparts E and I.

In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et. seq.) and 40 CFR 31.36(c)(5), the contractor agrees that preference will be given to domestic construction material by the contractor, subcontractors, materialmen and supplies in the performance of this contract.

13. RESPONSIBILITY OF THE CONTRACTOR

a. The following clause applies only to subagreements for services.

1. The contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the contractor under this contract. If the contract involves environmental measurements or data generation, the contractor shall comply with EPA quality assurance requirements in 40 CFR 31.45. The contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.
2. The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.
3. The owner's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this contract.
4. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the owner or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The contractor shall not

be responsible for any time delays in the project caused by circumstances beyond the contractor's control.
5. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

b. The following clause applies only to contracts for construction.

1. The contractor agrees to perform all work under this contract in accordance with this agreement's designs, drawings and specifications.
2. The contractor guarantees for a period of at least one (1) year from the date of substantial completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. The owner shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the owner may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.
3. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

14. FINAL PAYMENT

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

United States Environmental Protection Agency
Region 6

Policy for Bypass During Construction

It is a violation of an NPDES permit to bypass any part of a collection system or treatment plant. Such violations are subject to the enforcement provisions of Section 309 of the Clean Water Act. Under extreme circumstances, bypassing can sometimes be employed for short periods, but only after thorough review and authorization by the regulatory agency.

NPDES regulations and permits prohibit the diversion of wastes from any portion of the treatment facility unless:

1) Bypass is unavoidable to prevent loss of life, personal injury. or severe property damage; or

2) There are no feasible alternatives to bypass. such as the use of auxiliary treatment facilities. retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the Permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3) The Permittee submits prior notice of an anticipated bypass. if possible, at least ten days before the date of the bypass.

The regulatory agency may authorize an anticipated bypass after considering its adverse effects, if it determines that it will meet the above conditions:

1) The construction sequence must be such that wastes are provided a minimum of secondary treatment, or the equivalent for industrial treatment facilities during all phases of construction unless more stringent treatment levels are required by the state agency; or

2) The facility must maintain compliance with interim limitations set by the regulatory agency based on plant performance.

3) Disinfection is to be utilized if required to protect public health.

CROSS-CUTTING FEDERAL AUTHORITIES

Environmental Authorities

- Archeological and Historic Preservation Act of 1974, Pub. L 86-523, as amended
- Clean Air Act, Pub. L 84-159, as amended
- Coastal Barrier Resources Act, Pub. L 97-348
- Coastal Zone Management Act, Pub. L 92-583, as amended
- Endangered Species Act, Pub. L 93-205, as amended
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990
- Farmland Protection Policy Act, Pub. L. 97-98
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act, PL 89-665, as amended
- Safe Drinking Water Act, Pub. L. 93-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended
- Wilderness Act, Pub. L. 88-577, as amended

Economic and Miscellaneous Authorities

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372
- Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646 as amended

- Debarment and Suspension, Executive Order 12549
- New Restriction on Lobbying, Section 319 of Pub. L. 101-121

Social Policy Authorities

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive orders 11914 and 11250)
- The Drug-Free Workplace Act of 1988, Pub. L. 100-690
- Equal Employment Opportunity, Executive Order 11246
- Women=s and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590

7.0

PREVAILING WAGE RATES

MIKE BEEBE
GOVERNOR

RICKY BELL
DIRECTOR

STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

April 8, 2013

Shannon Jones
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: ELKINS OUTFALL AREA
GRAVITY SEWER IMPROVEMENTS
CURED IN PLACE PIPE METHOD
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Mr. Jones:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **12-474** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4508.

Sincerely,

Lorna Kay Smith

Lorna K. Smith
Prevailing Wage Division

Enclosures

Arkansas Department of Labor
Prevailing Wage Determination
HEAVY RATES

Determination #: 12-474
Expiration Date: 10/8/2013
Survey#: 712-AH05R

Date: 4/8/2013
Project: Elkins Outfall Area Gravity Sewer Improvements - Cured in Place Pipe Method
Site:
City: Fayetteville, Arkansas
Project County: Washington

CLASSIFICATION	Basic Hourly Rate	Fringe Benefits
Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	$11.45	$1.92
Carpenter	$15.50	$0.40
Concrete Finisher/Cement Mason	$11.45	$1.92
Electrician/Alarm Installer	$21.30	$7.81
Ironworker (Including Reinforcing Work)	$16.30	
Laborer	$10.75	
Pipelayer	$11.80	$2.61
Truck Driver	$12.85	
Asphalt Paving Machine	$11.45	$1.92
Backhoe - Rubber Tired (1 yard or less)	$14.55	$1.60
Bulldozer, finish	$14.60	
Bulldozer, rough	$11.45	$1.92
Distributor	$11.45	$1.92
End Dump (Dump Truck)	$12.90	
Front End Loader, finish	$13.70	
Front End Loader, rough	$11.45	$1.92
Mechanic	$14.70	
Motor Patrol, finish	$11.45	$1.92
Motor Patrol, rough	$11.45	$1.92
Roller	$11.45	$1.92
Scraper, finish	$11.45	$1.92
Scraper, rough	$11.45	$1.92
Crane, Derrick, Shovel, Dragline & Backhoe	$14.90	
Excavator/Trackhoe	$14.35	$1.75

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 8/1/2012

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **ELKINS OUTFALL AREA GRAVITY SEWER IMPROVEMENTS - CURED IN PLACE PIPE METHOD**
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 12-474** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor				
Electrical Subcontractor				
Mechanical Subcontractor				
Plumbing Subcontractor				
Roofing/ Sheet Metal Subcontractor				

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

David Jurgens	Utilities Capital Projects	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of Change Order 2 to the construction contract with Goodwin & Goodwin, Inc. for Water/Sewer relocations on Hwy. 112 (Garland Ave.), for $111,165.35 and approve a Budget Adjustment.

$ 61,165.35	-	
$ 25,000.00	$ 39,388	
$ 25,000.00	$ 39,387	Garland Ave. W/S Relocations
Cost of this request	Category / Project Contingency	Program Category / Project Name
5400.5600.5808.00	-	
5400.5640.5808.00	$ 14,388	
5400.5740.5815.00	$ 14,387	Garland Ave. W&S
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
	$ 25,000	
06035.2250	$ 25,000	Water & Sewer
Project Number	Remaining Balance	Fund Name

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

Department Director	16 MAY 13 Date	Previous Ordinance or Resolution #	86-12, 188-12
		Original Contract Date:	5/1/12, 9/18/12
City Attorney	5-17-13 Date	Original Contract Number:	2247
Finance and Internal Services Director	5-21-2013 Date	Received in City Clerk's Office	2013 MAY 17 PM 1:33 RCVD
Chief of Staff	5-21-13 Date		
Mayor	5/21/13 Date	Received in Mayor's Office	ENTERED 5/17/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF JUNE 4, 2013
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

From: Shannon Jones, Utilities Engineer S. Jones

Date: May 10, 2013

Subject: Approval of Changer Order 2 to the construction contract with Goodwin & Goodwin, Inc. for Water/Sewer relocations on Hwy. 112 (Garland Ave.), for $111,165.35

RECOMMENDATION

City Administration recommends approval of Change Order 2 to the construction contract with Goodwin & Goodwin, Inc. for Water/Sewer relocations on Hwy. 112 (Garland Ave.), for $111,165.35 and approve a Budget Adjustment.

BACKGROUND

Relocation of existing water and sewer lines is required in preparation for the combined Arkansas Highway Department (AHTD) and City widening of Hwy. 112 (Garland Ave.) from North Street to Janice Street. The majority of the existing water and sewer lines in this section of roadway are located within the AHTD right of way (ROW), so the City is bearing the majority of the expense to relocate these lines.

DISCUSSION

Several additional changes have occurred during the project. Other utility companies were simultaneously moving their lines while we were relocating the water and sewer lines. This, in combination with the limited space between homes and the AHTD right-of-way, made this one of the most physically challenging water and sewer line relocations projects the City has faced in years. This change order reconciles the original project quantities and addresses the remaining unforeseen costs associated with the difficult working conditions. The majority of the unit quantity changes are from increased street repairs that were required.

The breakdown of the change order is as follows:

Increase in unforeseen costs	$ 40,557.00
Increase in quantities from bid to actual	$ 70,608.35
Total cost of change order	$111,165.35

BUDGET IMPACT

This project is funded from several sources, including water and sewer revenue bonds, water and sewer funds, and transportation bond funds. The budget adjustment moves funds from the water and sewer capital fund into the project to cover the costs of the change order.

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT WITH GOODWIN & GOODWIN, INC. FOR WATER AND SEWER RELOCATIONS ON N. GARLAND AVENUE IN THE AMOUNT OF $111,165.35, 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 approves Change Order No. 2 to the construction contract with Goodwin & Goodwin, Inc. for water and sewer relocations on N. Garland Avenue in the amount of $111,165.35.

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

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Utilities Director Department: Utilities Director	Request Date	Adjustment Number
2013		5/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

A BA for $61,166 is needed due to the change order to the constuction contract with Goodwin & Goodwin for water/sewer relocations on the Hwy 112 - Garland Ave. Several additional changes have occurred during the project. Other utility companies were simultaneously moving their lines while we were relocating the water and sewer lines. This, in combination with the limited space between homes and the AHTD right-of-way, made this one of the most physically challenging water and sewer line relocations projects the City has faced in years. This change order reconciles the original project quantities and addresses the remaining unforeseen costs associated with the difficult working conditions. Decrease in our water lines as needed project due to moving available funds to the relocation project for the additional work that is needed.

Division Head	Date	5/20/13
Budget Director	Date	16 MAY 13
Department Director	Date	5-21-2013
Finance Director	Date	5-21-13
Chief of Staff	Date	5/21/13
Mayor	Date	

Prepared By: Cheryl Partain *cpartain*

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 - -

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Water line improvements	5400.5600.5808.00	⇒	61,166	-	06035 . 2250
Water line improvements	5400.5600.5808.00	⇒	(61,166)		04020 . 1

EXHIBIT A

Fayetteville
ARKANSAS

CONTRACT CHANGE ORDER

Change Order No.	1	Page 1 of 4	
City Contract #	2247	Schedule	
City Resoultion #	86-12	Date	5/10/2013

City Project No.:	06035-2250		
Project Name:	Garland Avenue Water & Sewer Improvements	Location:	Fayetteville, AR
Owner:	City of Fayetteville	Contractor:	Goodwin & Goodwin, Inc.
Address:	113 W. Mountain	Address:	3543 Free Ferry Rd.
	Fayetteville, AR 72701		Fort Smith, AR 72903

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM #	DESCRIPTION	DECREASE	INCREASE
1	Increase cost due to unforseen circumstances (see attached)		$40,557
2	Reconcile project quantities (see attached)		$70,608.35
	TOTAL DECREASE AMOUNT	$0.00	
	TOTAL INCREASE AMOUNT		$111,165.35
	NET CHANGE ORDER		$111,165.35

CHANGE TO CONTRACT AMOUNT:	TOTAL AMOUNT	ENGINEERS FINAL ELIGIBLE AMOUNT
Original Contract Amount	$1,575,497.00	$1,575,497.00
Total Previous Change Order(s)	$105,125.00	$105,125.00
Net Amount This Change Order	$111,165.35	$111,165.35
TOTAL CONTRACT AMOUNT TO DATE	$1,791,787.35	$1,791,787.35

CHANGE TO CONTRACT COMPLETION DATE:

Original Completion Date	December 26, 2012	
Previous Adjusted Completion Date		
(Increase)(Decrease) This Change Order	135	Calendar Days
NEW CONTRACT COMPLETION DATE:	May 10, 2013	

RECOMMENDED:	City of Fayetteville Engineer		
BY:	Shannon Jones (Signature)	Utilities Engineer (Title)	5/10/2013 (Date)
RECOMMENDED:	City of Fayetteville Engineer		
BY:	(Signature)	Asst. City Engineer (Title)	5/10/13 (Date)
ACCEPTED:	Goodwin & Goodwin, Inc. Contractor		
BY:	Bryan Goodwin (Signature)	President (Title)	5/10/13 (Date)
APPROVED:	CITY OF FAYETTEVILLE Owner		
BY:	(Signature)	Mayor (Title)	(Date)

Cost Breakdown for Change Order #2 - Unforseen Costs

Item	Description	Unit	Unit Cost	Original	Adjusted
CO#2a	DOWN TIME AT VINEYARD APARTMENTS	LS	$750.00	1.00	$ 750.00
CO#2b	F.H. EXTENSION AT STA. 140+98	LS	$800.00	1.00	$ 800.00
CO#2c	9' VALVE STEM EXTENTION	LS	$2,000.00	1.00	$ 2,000.00
CO#2d	10' VALVE STEM EXTENTION	LS	$2,400.00	1.00	$ 2,400.00
CO#2e	RELOCATE TAP ACROSS JANICE STREET	LS	$2,000.00	1.00	$ 2,000.00
CO#2f	REPAIR STORM DRAIN AT HARP'S	LS	$1,607.00	1.00	$ 1,607.00
CO#2g	VALVE STEM EXTENSION (2)	LS	$800.00	1.00	$ 800.00
CO#2h	LARGE DIAMETER TREE REMOVAL (4)	LS	$10,000.00	1.00	$ 10,000.00
CO#2i	EMERGENCY WATER LEAK REPAIR AT HICKORY ST.	LS	$7,400.00	1.00	$ 7,400.00
CO#2j	WORK DELAYS DUE TO GAS LINE CONFLICT PARALLEL TO SEWER LINE	LS	$12,800.00	1.00	$ 12,800.00
	Contract Change				**$ 40,557.00**

Cost Breakdown for Change Order Reconciliation Quantities

Item	Description	Unit	Unit Cost	Quantities			Adjusted Contract Amount
				Original	Adjusted	Adjust +/-	
1	ACT 291, 1993 TRENCH AND EXCAVATION SA	LS	$60,000.00	1	1	0.00	$0.00
2	TRAFFIC CONTROL	LS	$48,000.00	1	1	0.00	$0.00
3	MOBILIZATION	LS	$60,000.00	1	1	0.00	$0.00
4	SITE PREPARATION	LS	$110,000.00	1	1	0.00	$0.00
5	24-INCH DUCTILE IRON PIPE, CLASS 350 WITH	LF	$140.00	485	502	17.00	$2,380.00
6	12-INCH PVC, C-900, CLASS 200 DR-14 WATER	LF	$62.00	2555	2570	15.00	$930.00
7	8-INCH PVC, C-900, CLASS 200 DR-14 WATER M	LF	$35.00	2357	2295	-62.00	-$2,170.00
8	6-INCH PVC, C-900, CLASS 200 DR-14 WATER M	LF	$34.00	201	251.9	50.90	$1,730.60
9	2-INCH PVC, SDR 13.5, CLASS 315 WATER MAI	LF	$18.00	278	344	66.00	$1,188.00
10	1-INCH POLYETHYLENE CLASS 200 WATER SI	LF	$9.00	2466	3552	1086.00	$9,774.00
11	24-INCH CLASS 250B BUTTERFLY VALVE W/B	EA	$8,000.00	2	2	0.00	$0.00
12	12-INCH CLASS 250B BUTTERFLY VALVE W/B	EA	$2,800.00	7	8	1.00	$2,800.00
13	8-INCH GATE VALVE W/BOX	EA	$2,000.00	10	10	0.00	$0.00
14	6-INCH GATE VALVE W/BOX	EA	$1,500.00	1	1	0.00	$0.00
15	2-INCH GATE VALVE W/BOX	EA	$800.00	5	5	0.00	$0.00
16	THREE WAY FIRE HYDRANT ASSEMBLY W/V	EA	$4,500.00	11	13	2.00	$9,000.00
17	REMOVE EXISTING FIRE HYDRANT AND DEL	EA	$600.00	7	7	0.00	$0.00
18	2-INCH BLOWOFF ASSEMBLY	EA	$1,500.00	1	1	0.00	$0.00
19	12-INCH X 12-INCH TAPPING SLEEVE AND VA	EA	$6,000.00	1	1	0.00	$0.00
20	8-INCH X 8-INCH TAPPING SLEEVE AND VALV	EA	$3,600.00	6	6	0.00	$0.00
21	6-INCH X 6-INCH TAPPING SLEEVE AND VALV	EA	$3,200.00	6	6	0.00	$0.00
22	24-INCH X 24-INCH CONNECTION	EA	$4,000.00	2	2	0.00	$0.00
23	2-INCH x 2-INCH CONNECTION	EA	$800.00	4	4	0.00	$0.00
24	EPOXY COATED DUCTILE IRON FITTINGS	LB	$0.01	35500	0	-35500.00	-$355.00
25	SINGLE METER SETTING, COMPLETE INCL. PI	EA	$900.00	37	39	2.00	$1,800.00
26	1-INCH METER SETTING, COMPLETE INCL. PR	EA	$1,700.00	2	3	1.00	$1,700.00
27	DOUBLE METER SETTING, COMPLETE INCL. I	EA	$1,200.00	8	7	-1.00	-$1,200.00
28	REMOVE EXISTING METER SETTING	EA	$200.00	53	53	0.00	$0.00
29	12-INCH SADDLE, 1-INCH CORPORATION STO	EA	$350.00	26	30	4.00	$1,400.00
30	8-INCH SADDLE, 1-INCH CORPORATION STOP	EA	$350.00	15	19	4.00	$1,400.00
31	2-INCH SADDLE, 3/4-INCH CORPORATION STC	LF	$250.00	2	2	0.00	$0.00
32	24-INCH BORED STEEL CASING	LF	$350.00	70	70	0.00	$0.00
33	24-INCH DIRECT BURY STEEL CASING	LF	$100.00	40	120	80.00	$8,000.00
34	16-INCH BORED STEEL CASING	LF	$275.00	490	449	-41.00	-$11,275.00
35	16-INCH DIRECT BURY STEEL CASING	LF	$135.00	190	220	30.00	$4,050.00
36	12-INCH BORED STEEL CASING	LF	$150.00	60	60	0.00	$0.00
37	12-INCH DIRECT BURY STEEL CASING	LF	$125.00	20	20	0.00	$0.00
38	4-INCH BORED CASING	LF	$65.00	85	100	15.00	$975.00
39	4-INCH DIRECT BURY CASING	LF	$35.00	0	10	10.00	$350.00
40	2-INCH BORED CASING	LF	$35.00	1600	1600	0.00	$0.00
41	2-INCH DIRECT BURY CASING	LF	$20.00	0	41	41.00	$820.00
42	TREE PROTECTION FENCING	LF	$6.00	1860	514	-1346.00	-$8,076.00
43	CUT AND CAP EXISTING 24-INCH WATER MA	EA	$1,800.00	4	4	0.00	$0.00
44	CUT AND CAP EXISTING 12-INCH WATER MA	EA	$1,500.00	3	3	0.00	$0.00
45	CUT AND CAP EXISTING 8-INCH WATER MAI	EA	$1,200.00	17	19	2.00	$2,400.00
46	CUT AND CAP EXISTING 6-INCH WATER MAI	EA	$900.00	14	12	-2.00	-$1,800.00

Cost Breakdown for Change Order Reconciliation Quantities

Item	Description	Unit	Unit Cost	Quantities			Adjusted Contract Amount
				Original	Adjusted	Adjust +/-	
47	CUT AND CAP EXISTING 2-INCH WATER MAI	EA	$400.00	4	4	0.00	$0.00
48	ADJUST EXISTING WATER VALVE TO FINISHI	EA	$300.00	4	1	-3.00	-$900.00
49	ABANDON EXISTING WATER VALVE	EA	$125.00	34	34	0.00	$0.00
50	12-INCH PVC SEWER MAIN, SDR-26	LF	$46.00	366	366	0.00	$0.00
51	8-INCH PVC SEWER MAIN, SDR-26	LF	$36.00	2995	2995	0.00	$0.00
52	6-INCH PVC SEWER SERVICE, SCH 40,	LF	$35.00	27	20	-7.00	-$245.00
53	4-INCH PVC SEWER SERVICE, SCH 40,	LF	$18.00	648	725	77.00	$1,386.00
54	4 FOOT DIAMETER STANDARD MANHOLE, UP	EA	$3,000.00	23	23	0.00	$0.00
55	EXTRA MANHOLE DEPTH, OVER 6 FEET DEEP	VF	$200.00	34	36.3	2.30	$460.00
56	REMOVE EXISTING MANHOLE	EA	$800.00	15	15	0.00	$0.00
57	ADJUST EXISTING MANHOLE TO FINISHED G	EA	$800.00	4	2	-2.00	-$1,600.00
58	SEWER SERVICE CONNECTION ON 12" PVC	EA	$1,000.00	8	3	-5.00	-$5,000.00
59	SEWER SERVICE CONNECTION ON 8" PVC	EA	$700.00	39	36	-3.00	-$2,100.00
60	6-INCH MANHOLE TAP FOR SEWER SERVICE	EA	$1,000.00	1	1	0.00	$0.00
61	4-INCH MANHOLE TAP FOR SEWER SERVICE	EA	$1,000.00	1	3	2.00	$2,000.00
62	PLUG EXISTING SEWER AT MANHOLE WALL	EA	$1,000.00	5	6	1.00	$1,000.00
63	CONNECT 12" OR 8" SEWER TO EXISTING MA	EA	$1,400.00	2	3	1.00	$1,400.00
64	STREET REPAIR, T-PATCH	SY	$70.00	357	656.2	299.20	$20,944.00
65	ASPHALT SURFACE REPLACEMENT	SY	$65.00	46	226.2	180.20	$11,713.00
66	CONCRETE SURFACE REPLACEMENT	SY	$65.00	220	351	131.00	$8,515.00
67	GRAVEL DRIVEWAY REPAIR	TON	$25.00	50	273.15	223.15	$5,578.75
68	COLD MIX ASPHALT TEMPORARY PAVEMENT REPAIR	TON	$175.00	50.00	70.00	20.00	$3,500.00
69	ROCK EXCAVATION	CY	$150.00	10.00	6.67	-3.33	-$500.00
70	EROSION CONTROL	LS	$45,000.00	1.00	1.00	0.00	$0.00
71	AUDIO/VIDEO RECORDINGS	LS	$4,000.00	1.00	1.00	0.00	$0.00
72	SITE PHOTOGRAPHS	LS	$5,000.00	1.00	1.00	0.00	$0.00
73	CO#1 - FLOWABLE FILL	CY	$70.00	500.00	480.50	-19.50	-$1,365.00
74	CO#1 - 30" STEEL ENCASEMENT PIPE - OPEN CUT	LS	$36,000.00	1.00	1.00	0.00	$0.00
75	CO#1 - ADDITIONAL CONCRETE BLOCKING AT SYCAMORE	LS	$6,000.00	1.00	1.00	0.00	$0.00
76	CO#1 - SEWER SERVICE LINE BORES	EA	$3,800.00	8.00	8.00	0.00	$0.00
	Contract Change						**$70,608.35**

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

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

Action Required:

Resolution authorizing application for a 2013 Curbside Value Partnership Recycling Marketing Grant.

$ -		
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ -	Solid Waste Improvements
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	Solid Waste
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 5-17-13

City Attorney — Date: 5-17-13

Finance and Internal Services Director — Date: 5-20-2013

Chief of Staff — Date: 5-20-13

Mayor — Date: 5/21/13

Previous Ordinance or Resolution # N/A

Original Contract Date: N/A

Original Contract Number: N/A

Received in City Clerk's Office 05-17-13 P03:23 RCVD

Received in Mayor's Office ENTERED 5/22/13

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 17, 2013

Subject: Resolution Authorizing Application for a 2013 Curbside Value Partnership Recycling Marketing Grant.

RECOMMENDATION

Fayetteville City Administration recommends authorizing application for a 2013 Curbside Value Partnership (CVP) Education Recycling Grant valued at $25,000.

BACKGROUND

The Solid Waste & Recycling Division recently began participating in a program run by the Curbside Value Partnership that assists partner communities in developing education and outreach for their residential recycling programs. As part of these efforts, they are offering this grant opportunity exclusively to members of their program. The CVP's Test Kitchen Grants is used to award a maximum of four communities up to $25,000 each which includes a $10,000 matching cash award and up to $15,000 of in-kind marketing and creative support by CVP's marketing and creative team.

DISCUSSION

Preliminary work with CVP has revealed the City's recycling program as having high awareness and high participation. The marketing campaign needed to reach the City's goal of 70% participation by 2015 is classified as a "Step it Up" campaign. In relation to those goals the grant will be used to design a traditional advertising campaign – including radio, print, and video ads – as well as for purchasing the advertising space necessary to broadcast the ads. The $10,000 cash award will be used in the advertising campaign to help in developing and placing the ads. Communities must be willing to match the $10,000 for creation of the advertising and staff has funds budgeted for these types of ads in the recycling promotional activities budget. Up to $15,000 of in-kind services provided by CVP will make up the remainder of the grant award.

While Solid Waste & Recycling staff has been conducting education activities, traditional advertising has been in the planning stages. Receiving professional help in the form of this grant will ensure our recycling education campaign is effective and will facilitate in constructing a coherent message to place on advertisements throughout the city in conjunction with the unveiling of the new recycling mascot.

BUDGET IMPACT

The $10,000 will be received into a Capital Improvement Project along with a budget adjustment upon acceptance of the grant. This is a matching portion of the grant and funds have been budgeted in the Solid Waste and Recycling operational budget - Promotional Activities - 5500.5060.5342.00. $15,000 will be given to the City in the form of in-kind services for creation of a marketing campaign.

RESOLUTION NO. _____

A RESOLUTION APPROVING APPLICATION FOR A 2013 CURBSIDE VALUE PARTNERSHIP EDUCATION RECYCLING MARKETING GRANT VALUED AT $25,000.00

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 approves applying for a 2013 Curbside Value Partnership education recycling marketing grant valued at $25,000.00.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Empowering Recycling Through Education

The 2013 CVP Connect Education Award Program

Description and Application

After launching CVP Connect in 2012, the Curbside Value Partnership is pleased to announce the CVP Connect Grant Education Award Program.

Select CVP Connect registrants and users are invited to apply. This program is for communities who signed on to CVP Connect in 2012 or Q1 of 2013, and have the ability to educate their local residents about their curbside recycling program. If you received this application from CVP, it means that you qualify. There are two grants within the Education Award: Program One: Matching Education Grants and Program Two: **CVP's Test Kitchen.** Communities can apply to one or both, but separate applications are required.

If **you haven't checked out CVP** Connect in a while, we encourage you to visit www.CVPConnect.org.

Program One: Matching Education Grants ($5,000 each)

Communities will be awarded a matching grant of up to $5,000 to supplement their education efforts. There are no stipulations for how the funds are used as long as it pertains to education. The expectation is that these are not the only resources used toward education but instead are used to increase/improve upon **a communities'** current education efforts.

To be eligible, communities must:

- Oversee or direct education efforts for a municipal or regional county residential curbside recycling program.
- Have current education plans and be willing to explain how this grant will be used as part of these plans. Communities will also need to outline other financial resources they will commit to the education efforts.
- Be willing to launch their education efforts **no later** than August 15, 2013.
- Report monthly recycling tonnage in CVP Connect through 2013 and also provide monthly tonnage for 2011 and 2012 if not already reported in CVP Connect. Must also be willing and able to provide more detail if requested by CVP.

CURBSIDE VALUE PARTNERSHIP

Program Two: CVP's Test Kitchen Grants ($25,000 each)

No more than four communities will be awarded up to $25,000 each (which includes a $10,000 matching cash award and up to $15,000 of in-kind marketing and creative support by CVP's **marketing** and creative team).

CVP is interested in testing the efficacy of various marketing activities. Eligible communities must be willing to dedicate funds up to or above the $10,000 matching amount and be willing and able to measure one of the four areas of marketing activities. The in-kind marketing and creative support provided by CVP will help with strategic direction and design.

1. **Direct Marketing –** includes tactics such as door hangers, direct mailer postcards, bill stuffers and magnets delivered in homes
2. **Peer-to-Peer –** includes tactics such as events, speaking engagements, presentations or door to door outreach
3. **Traditional Advertising –** includes things like print, radio or outdoor advertising
4. **Digital Marketing –** includes tactics such as online advertising, social media (Facebook, Twitter, etc.) and email marketing

Applicants will need to outline their specific plans within the selected category and demonstrate how they will conduct these activities in a sample of their community in order to provide comparable data among those routes or neighborhoods that received the marketing and those that did not. Communities will not be expected to conduct all examples of tactics within each category.

Alternatively, a community may wish to test two forms of marketing to see which form is more effective at driving recycling behavior when compared to each other as well as to a control group that receives no education.

Additionally, you will be expected to meet the additional criteria outlined in the Program One option related to data reporting and start date.

Questions?

A Webinar will be held with potential grant applicants to answer any questions you may have. It is scheduled for Thursday, May 9, at 1:30 p.m. EDT. You are highly encouraged to participate but it is not required. You can also call Jennifer Hamilton on the CVP Public Relations team with any questions at (813) 775-6211 if you have questions.

Grant winners will be required to submit a W-9-form to CVP for any grant checks to be processed.

CURBSIDE VALUE PARTNERSHIP

Program One: Matching Education Grant Application

Please compete this application in full and send via email to Jennifer.Hamilton@hkstrategies.com by 5 p.m. EDT on May 23, 2013.

Contact Info and Background:

Name:

Title:

Organization/City/County Name:

Mailing Address:

Email:

Phone:

Please answer a few questions about your residential curbside recycling program.

How often is collection?

Are containers provided? If so, what size?

Is the program single stream, dual stream or other?

Does your community have Pay-as-You-Throw or mandatory recycling?

Education-Related Questions:

1. Please describe your education plans for 2013:

CURBSIDE VALUE PARTNERSHIP

2. Outline which, if any, of these plans have already been executed:

3. What will the CVP funds be applied towards?

4. What is your timeline?

5. How will you measure/determine the impact of these education efforts?

6. Anything else you would like to share with CVP surrounding education and your program?

CURBSIDE VALUE PARTNERSHIP

Program Two: CVP's Test Kitchen Grant Program

Please compete this application in full and send via email to Jennifer.Hamilton@hkstrategies.com by 5 p.m. EDT on May 23, 2013

Contact Info:

Name:

Title:

Organization/City/County Name:

Mailing Address:

Email:

Phone:

Please answer a few questions about your residential curbside recycling program:

1. How many households do you serve with your recycling program?

2. How often is collection?

3. Are containers provided? If so, what size?

4. Is the program single stream, dual stream or other?

5. Does your community have Pay-as-You-Throw or mandatory recycling?

6. Please briefly describe the level and type of education you regularly do surrounding your program (feel free to attach examples).

CURBSIDE VALUE PARTNERSHIP

8. Please check which category(ies) you would like to select for the Test Kitchen approach:
   - ☐ **Direct Marketing** – includes tactics such as door hangers, direct mailer postcards, bill stuffers and magnets delivered in homes
   - ☐ **Peer-to-Peer** – includes tactics such as events, speaking engagements, presentations or door to door
   - ☐ **Traditional Advertising** – includes things like print, radio or outdoor advertising
   - ☐ **Digital Marketing** – includes tactics such as online advertising, social media (Facebook, Twitter, etc.) and email marketing

9. Describe your plans for implementing the above selected activity(ies). Be specific. For example, if you plan to implement a direct mail campaign, what is the messaging, how many households will receive the communication and what is the planned call-to-action for residents?

10. What is your timeline?

11. Why did you select this activity(ies)?

12. How will you measure the impact? Describe how you will select what segment of your community to target, how they will be measured, etc.

13. Anything else you would like to share with CVP?

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

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

Action Required:

Resolution authorizing acceptance of a Keep America Beautiful Cigarette Litter Prevention Program grant in the amount of $1,000 and approving a budget adjustment.

$ -		CLPP Grant
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ -	Solid Waste Improvements
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	Solid Waste
Project Number	Remaining Balance	Fund Name

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

Department Director — Date: 5-17-13

City Attorney — Date: 5-17-13

Finance and Internal Services Director — Date: 5-20-2013

Chief of Staff — Date: 5-21-13

Mayor — Date: 5/21/13

Previous Ordinance or Resolution # 179-12

Original Contract Date: N/A

Original Contract Number: N/A

Received in City Clerk's Office 05-17-13 P03:25 RCVD Kim G.

Received in Mayor's Office ENTERED 5/20/13 PH

Comments:

To: Fayetteville City Council

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

From: Brian Pugh, Solid Waste and Recycling BP

Date: May 13th, 2013

Subject: Resolution authorizing acceptance of a Keep America Beautiful Cigarette Litter Prevention Program grant in the amount of $1,000 and approving a budget adjustment

RECOMMENDATION

Fayetteville City Administration recommends approval of a resolution authorizing acceptance of a Keep America Beautiful Cigarette Litter Prevention Program grant in the amount of $1,000 and approving a budget adjustment to accept the funds and allocate them into a capital project. Since the grant amount is under $5,000 there was not an application process submitted to the Council.

BACKGROUND

Council authorized creation of a City Committee through resolution 179-12 for Keep Fayetteville Beautiful which is an affiliate of Keep Arkansas Beautiful and Keep America Beautiful. The affiliation allows grants to be applied for through Keep America Beautiful. A Cigarette Litter Prevention Program grant was applied for awarded through Keep America Beautiful.

DISCUSSION

The focus of this program will be cigarette litter on Dickson Street. The Cigarette Litter Prevention Program focuses on implementing four proven strategies to reduce cigarette butt litter. They are: 1) Review Litter Laws and Ordinances, 2) Raise Pubic Awareness, 3) Place Ash Receptacles, and 4) Distribute portable pocket ashtrays. The program involves signing a Memorandum of Understanding, creating a local Task Force involving businesses, government, residents, code enforcement, and media and implementing the program including conducting cigarette litter scans through out the program.

BUDGET IMPACT

The recycling grant award is not a matching grant. The budget adjustment is attached to recognize the grant revenue.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A KEEP AMERICA BEAUTIFUL CIGARETTE LITTER PREVENTION PROGRAM GRANT IN THE AMOUNT OF $1,000.00, 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 Keep America Beautiful Cigarette Litter Prevention Program grant in the amount of $1,000.00.

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 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Solid Waste & Recycling Department: Transportation Services	Request Date	Adjustment Number
2013		5/15/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This budget adjustment recognizes revenue received from the 2013 Keep America Beautiful Cigarette Litter Prevention Program grant award. The funding will be used to purchase ash receptacles and printing education materials for the program.

Terry L Gulley	5-17-13	Prepared By:	Brian Pugh
Division Head	Date		ggundlach
	5/20/14	Reference:	
Budget Director	Date	Budget & Research Use Only	
Terry L. Gulley	5-17-13	Type: A B C D E P	
Department Director	Date		
Paul A. Becker	5.21-2013	General Ledger Date	
Finance Director	Date		
	5-21-13	Posted to General Ledger	
Chief of Staff	Date	Initial	Date
	5/21/13	Checked / Verified	
Mayor	Date	Initial	Date

			Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
TOTAL BUDGET ADJUSTMENT			1,000	1,000	
Containers	5500.5080.5227.00	EX	700	-	31302.1
ADDOffice supplies/printing	5500.5080.5200.00	EX	300		31302.1
Commercial grants	5500.0950.4305.00	RE		1,000	31302.1

EXHIBIT
A

KEEP AMERICA BEAUTIFUL

CIGARETTE LITTER PREVENTION

May 2, 2013

Dear 2013 CLPP Grant Applicant,

Congratulations! You have been awarded a grant to support implementation of a 2013 ***Cigarette Litter Prevention Program*** (CLPP). Thank you for committing to reduce cigarette litter in your community. Your grant check is enclosed; depositing it signals your commitment to implement the program. Please review the following pages of information. Your grant check packet also includes various enclosures, including a copy of the MOU for your records and other important information.

As a reminder, here are the grant requirements:

1. **Implement the four proven strategies** to reduce cigarette butt litter, as detailed in the Memorandum of Understanding.

2. **Conduct three Cigarette Litter Scans**: a **preliminary scan** prior to launching the program, a **follow up scan** no earlier than 8 weeks after program launch & ash receptacle installation, and a **sustainability scan** no earlier than 6 months after the first follow up scan.

3. The CLPP Task Force will **track and report local program information via Re-Trac**, as detailed in the Memorandum of Understanding, including the following:
   - Mid-summer report, a quick check-in of CLPP progress, due by **June 28, 2013**
   - Data for the preliminary & follow up Cigarette Litter Scans to be reported by **September 9, 2013**
   - Data for the sustainability Cigarette Litter Scan to be reported by **May 1, *2014***
   - Copies of local news coverage, including proclamations (*in electronic format only*)
   - Information about the quantity, make, and model of ash receptacles purchased and installed
   - Distribution plan for portable auto and/or pocket ashtrays
   - Plan for public education and signage
   - Photos of implementation (max. 6): volunteers, receptacles, PSA's. Please **do not** include photos of littered cigarette butts!

Finally, use the enclosed 'Check List' to help you develop the program and a list of 'Frequently Asked Questions' for additional information. If you have any further questions, please contact us.

Sincerely,

Bronwen Evans
Director, Litter Programs
bevans@kab.org
203-659-3020

Shannon O'Donnell
Manager, Litter Programs
sodonnell@kab.org
203-659-3074

Check List

For Cigarette Litter Prevention Program
2013 Grant Recipients

☐ **Review the Memorandum of Understanding**
Make sure you understand all grant requirements.

☐ **Review the Guide to the Cigarette Litter Prevention Program online**
To help plan and implement a local CLPP, go to www.PreventCigaretteLitter.org. Use downloadable and customizable materials in the '*Resources*' section.

☐ **Gather and educate your local Task Force**
In the '*Resources*' section of the CLPP website, use the customizable PowerPoint, the litter facts brochure, and the website guide information.

☐ **Review the Four Proven Strategies to Cigarette Litter Prevention & decide how you will implement them**

- **Review Litter Laws and Ordinances** for reference to cigarette butt litter. Support enforcement of the ordinances and appropriate fines.
- **Raise Public Awareness** that a cigarette butt on the ground is litter too. Use the PSA's and other online program resources to reach target audiences with this message through a variety of media. *20-30% of the grant should be spent on messaging and signage.*
- **Place Ash Receptacles** at "transition points" in the program area to support proper disposal of cigarette butts. Ash receptacles are the largest budget item and key to program sustainability: *at least 50% of the grant should be spent on ash receptacles (not pocket ashtrays), and invoice copies may be requested*. KAB strongly recommends that questions on the selection, purchase, installation, and maintenance of ash receptacles be resolved as early as possible.
- **Distribute Portable Auto and/or Pocket Ashtrays** to adult smokers. These ashtrays give adult smokers a way to properly dispose of cigarette butts. (If preparing ROI, MSRP = $3 each)

☐ **Conduct a 'preliminary' cigarette litter scan**
The CLPP Task Force conducts a preliminary scan in a *smaller, representative section* of the larger program area. The preliminary scan is executed *before* the CLPP is launched to establish quantitative baseline data. For further guidance and methodology on the Cigarette Litter Scan, please see the '*Cigarette Litter Scanning Instructions*' in the '*Resources*' section of the CLPP website.

NEW FOR 2013: Cigarette Litter Scans now include a count of *both cigarette butts & cigar tips*. Please track the counts separately. The '*Field Scan Document*' in the '*Resources*' section of the CLPP website will help you keep track of your counts.

☐ **Order ash receptacles and plan to install by June 1, 2013**
Confirm who will install, secure, and maintain ash receptacles. Select and order as soon as possible: the longer these are in place, the greater the impact. Shop around for the best price. The preliminary cigarette litter scan will indicate how many are needed and where they should be installed. Please review the brochure, *'Selecting and Using Pocket/Portable Ashtrays and Ash Receptacles'* in the *'Resources'* section of the CLPP website.

Discount Programs with manufacturers:

- **DCI Marketing:** Manufacturer of Smokers Outpost™ brand, including Classico™ and Site Saver™ models
  - 800-782-7273 or www.commercialzone.com
  - To receive a discount, use the DCI Marketing order form in the '*Resources*' section of the CLPP website

Frequently Asked Questions

For Cigarette Litter Prevention Program Grant Recipients

What are the Cigarette Litter Prevention Program (CLPP) components?

A local CLPP includes four proven, field-tested strategies for reducing cigarette butt litter:

- **Review Litter Laws and Ordinances** for reference to cigarette butt litter. Support enforcement of the ordinances and appropriate fines.
- **Raise Public Awareness** that a cigarette butt on the ground is litter too. Use the PSA's and other online program resources to reach target audiences with this message through a variety of media. *20-30% of the grant should be spent on messaging and signage.*
- **Place Ash Receptacles** at "transition points" in the program area to support proper disposal of cigarette butts. Ash receptacles are the largest budget item and key to program sustainability: *at least 50% of the grant should be spent on ash receptacles (not pocket ashtrays), and invoice copies may be requested*. KAB strongly recommends that questions on the selection, purchase, installation, and maintenance of ash receptacles be resolved as early as possible.
- **Distribute Portable Auto and/or Pocket Ashtrays** to adult smokers. These ashtrays give adult smokers a way to properly dispose of cigarette butts. (If preparing ROI, MSRP = $3 each)

Learn more at www.PreventCigaretteLitter.org

Where is a CLPP implemented?

The Executive Director of the local KAB affiliate is responsible for the grant-funded CLPP implementation. The community setting will be chosen by the local 'Team of Stakeholders/Task Force'. Locations to consider include: downtowns, city centers, parks, recreation areas, roadways, welcome center/rest stops, beaches, and special events/festivals.

How do I report results?

All CLPP results are reported online in the Re-TRAC Connect system: http://connect.re-trac.com. When reporting Cigarette Litter Scan data, be sure to include a *single total* amount of cigarette butts & a *single total* amount of cigar tips counted from each scan. Please do not differentiate between gutter and sidewalk counts. Aim for consistency so scan data will be comparable.

What does a "review" of local litter laws include?

Members of the local Task Force will become familiar with any local law or ordinance that addresses litter. Determine if cigarette butt & cigar tip litter, tobacco waste, or partially smoked cigarettes are specified in the law as litter. If not, determine if the law can be revised to include this. Work with law enforcement to ensure that they are familiar with local littering laws and that laws are enforced. To inform your local efforts, research penalties for littering, including cigarette butts, and the number of tickets issued.

Which ash receptacle is recommended? When do I order them?

Ash receptacles need to be selected and ordered as soon as possible as they can take several weeks to arrive. They should be installed by June 1, 2013.

The best kinds are 'ash-only' receptacles with a narrow opening to prevent people from inserting trash and creating a potential fire hazard. Ensure ash receptacles meet maintenance requirements and are properly secured to prevent vandalism and theft. Consider any local ordinances dictating requirements for street furniture, placement, or type of receptacle that can be installed. Consider costs, material quality (how will it fare in your community's weather), maintenance, security, and visual appeal.

- **Ecolad Corporation:** Manufacturer of Ecolad aluminum and stainless steel receptacles
  - 800-665-6263 or www.ecolad.com
  - To receive a 15% discount, use the promo code 'KAB'
- **Glasdon, Inc.:** Manufacturer of the Ashguard and Ashmount receptacles
  - 804-726-3777 or www.glasdon.com
  - To receive a 10% discount, use the promo code '2013CLPP'; *only valid for orders placed by telephone*
- **Global Industrial**: Manufacturer of the Buttainer, a lightweight, aluminum receptacle that's good for special events
  - 800-847-4715, ext. 2725 or www.globalindustrial.com
  - To receive a discount, see the Global Industrial flyer in the '*Resources*' section of the CLPP website for information & call to order; *only valid for orders placed by telephone*
- **Victor Stanley, Inc.**: Metal and wood-sided receptacles
  - 800-368-2575 or www.victorstanley.com
  - To receive a 7% discount, email clpp@kab.org with 'Victor Stanley Order' in the subject line

☐ **Complete the mid-summer report**

This brief report in Re-TRAC Connect is due no later than **June 28th, 2013**. Your preliminary scan count of cigarette butts & cigar tips will be reported along with ash receptacle installation information and overall progress of the program.

☐ **Conduct a 'follow up' cigarette litter scan**

Conduct a follow-up scan at least 8 weeks (and preferably longer) after ash receptacle installation. Results must be reported in Re-TRAC Connect no later than **September 9, 2013**.

NEW FOR 2013: Cigarette Litter Scans now include a count of *both cigarette butts & cigar tips*. Please track the counts separately. The '*Field Scan Document*' in the '*Resources*' section of the CLPP website will help you keep track of your counts.

☐ **Conduct a 'sustainability' cigarette litter scan**

Conduct and report a sustainability scan. This additional follow-up scan will take place no earlier than 6 months after the first follow-up scan. Results must be reported in Re-TRAC Connect no later than **May 1, *2014***.

NEW FOR 2013: Cigarette Litter Scans now include a count of *both cigarette butts & cigar tips*. Please track the counts separately. The '*Field Scan Document*' in the '*Resources*' section of the CLPP website will help you keep track of your counts.

PLEASE NOTE: This is a copy of the MOU for your review and records. You signed off on it when you applied for the grant and DO NOT need to fill it out again.

2013 Cigarette Litter Prevention Program Memorandum of Understanding

In 2013, Keep America Beautiful will select a limited number of communities to receive cash grants and FREE Pocket/Portable Ashtrays to support implementation of a **Cigarette Litter Prevention Program (CLPP)**. This Memorandum of Understanding between KAB and the grant applicant sets forth the grant requirements. To receive a grant, KAB requires applicants to be knowledgeable about the strategies and overall approach of the **CLPP**, found online at www.PreventCigaretteLitter.org, and to be willing to commit to:

1. Spend a **minimum of 50%** of the grant on the purchase of ash receptacles (not pocket ashtrays). Invoice copies may be requested.

   INITIAL: *

2. **No one under the age of 18** being involved in the program in any capacity.

   INITIAL:*

3. **Establish a Task Force**: Communities receiving grants will establish a diverse Task Force to execute the local cigarette litter prevention program. This CLPP team of stakeholders or task force will represent businesses, government, residents, code enforcement, media, and other organizations with a stake in this community program. No one under the age of 18 will be involved in the program.

   INITIAL:*

4. **Implement Four Strategies**: Communities receiving grants will implement the four proven strategies for reducing cigarette butt litter as part of their local cigarette litter prevention program:
   a. **Review Litter Laws and Ordinances** for reference to cigarette butt litter. Support enforcement of the ordinances and appropriate fines.
   b. **Raise Public Awareness** that a cigarette butt on the ground is litter too. Use the PSA's and other online program resources to reach target audiences with this message through a variety of media. **20-30% of the grant should be spent on messaging and signage.**
   c. **Place Ash Receptacles** at "transition points" in the program area to support proper disposal of cigarette butts. Ash receptacles are the largest budget item and key to program sustainability: **at least 50% of the grant should be spent on ash receptacles (not pocket ashtrays), and invoice copies may be requested.** KAB strongly recommends that questions on the selection, purchase, installation, and maintenance of ash receptacles be resolved as early as possible.
   d. **Distribute Portable Auto and/or Pocket Ashtrays** to adult smokers. These ashtrays give adult smokers a way to properly dispose of cigarette butts. (If preparing ROI, MSRP = $3 each)

PLEASE NOTE: This is a copy of the MOU for your review and records. You signed off on it when you applied for the grant and DO NOT need to fill it out again.

INITIAL:* _____

5. **Conduct Two Cigarette Litter Scans:** Communities receiving grants will conduct and report at least two Cigarette Litter Scans: **a preliminary scan prior to program launch, and a follow-up scan a minimum of *eight weeks* after the installation of ash receptacles**.

   NEW FOR 2013 – Scans will also now include both cigarette butts AND cigar tips. The new scan document reflects this change: it can be downloaded at www.PreventCigaretteLitter.org, in the *Resources* section. Please record the counts for littered cigarette butts and cigar tips separately. Thank you.

   Review scan methodology and download the NEW scan document online at www.PreventCigaretteLitter.org, in the *Resources* section.

   The scan data must be submitted on the final report no later than **September 9, 2013**.

   INITIAL: * _____

6. **Report Results:** Grant-funded communities will report their local program information online on or before **September 9, 2013**, to include:
   - Program implementation summary including strategies, budget, community involvement and support.
   - Data from the two Cigarette Litter Scans (one total for each preliminary and follow-up scan). **Scans now include a count of cigarette butts and cigar tips, recorded separately.**
   - Information about ash receptacles purchased and installed: number, cost, make, and model, maintenance plan. Invoice copies may be requested.
   - Plans for sustainability and expansion of the program.

   INITIAL:* _____

7. **Conduct and report a "Sustainability" Cigarette Litter Scan:** This additional follow-up scan will take place **no earlier than *six months* after the first follow-up scan**. This scan will also include **cigarette butts and cigar tips**. Please note, for special events the sustainability scan may not apply: we will provide you with more details when the grant is finalized.

   Report the "sustainability" scan data for 2013 CLPP grants on or before **May 1, 2014**.

   INITIAL: * _____

I have read and fully understand the above.

☐ *I agree to the terms and conditions above and hereby apply for a 2013 CLPP grant.

CIGARETTE LITTER PREVENTION

Cigarette Butt Litter
FIELD SCAN DOCUMENT

CIGARETTE LITTER PREVENTION

BE SURE TO SCAN THE SAME LOCATION
FOR THE "FOLLOW-UP" SCANS AS THE "PRELIMINARY" SCAN

Organization Name _____
Program Venue/Location Name _____
City and State _____

Cigarette Litter Scan Location	Preliminary Scan Date: ___/___/___			Follow-Up Scan #1 Date: ___/___/___			Follow-Up Scan #2 Date: ___/___/___		
Address, GPS coordinates, or description of designated scan location	# of *Cigarette Butts* Counted (sidewalk, walkway/ pedestrian area, gutter, and surroundings, etc.)	# of *Cigar Tips* Counted (sidewalk, walkway/ pedestrian area, gutter, and surroundings, etc.)	# of Existing Ash Receptacles (NOT trash receptacles)	# of *Cigarette Butts* Counted (sidewalk, walkway/ pedestrian area, gutter, and surroundings, etc.)	# of *Cigar Tips* Counted (sidewalk, walkway/ pedestrian area, gutter, and surroundings, etc.)	# of Existing Ash Receptacles (NOT trash receptacles)	# of *Cigarette Butts* Counted (sidewalk, walkway/ pedestrian area, gutter, and surroundings, etc.)	# of *Cigar Tips* Counted (sidewalk, walkway/ pedestrian area, gutter, and surroundings, etc.)	# of Existing Ash Receptacles (NOT trash receptacles)
TOTALS: (this sheet)	Total # *Cigarette Butts* Counted:	Total # *Cigar Tips* Counted:	Total # Ash Receptacles:	Total # *Cigarette Butts* Counted:	Total # *Cigar Tips* Counted:	Total # Ash Receptacles:	Total # *Cigarette Butts* Counted:	Total # *Cigar Tips* Counted:	Total # Ash Receptacles:

****Note: When reporting scan results online, report only the TOTAL NUMBER COUNTED for each scan****

ADDITIONAL COMMENTS_____

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

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

Action Required:

Resolution authorizing the Mayor to accept a 2012 ADEQ Recycling Grant Revenue of $25,000 for recycling containers for the Apartment recycling and approving a budget adjustment.

$ -	$ 25,000.00	Recycling Containers ADEQ Grant Purchase
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5080.5870.00	$ -	Solid Waste Improvements
Account Number	Funds Used to Date	Program / Project Category Name
09019 / 2013	$ 25,000.00	Solid Waste
Project Number	Remaining Balance	Fund Name

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

Department Director — Date: 5-17-13

City Attorney — Date: 5-17-13

Finance and Internal Services Director — Date: 5-21-2013

Chief of Staff — Date: 5-21-13

Mayor — Date: 5/21/13

Previous Ordinance or Resolution # 159-12

Original Contract Date: N/A

Original Contract Number: N/A

Received in City Clerk's Office 05-17-13 P03:23 RCVD

Received in Mayor's Office ENTERED 5/20/13

Comments:
Grant ID # BMT03-12

To: Fayetteville City Council

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

From: Brian Pugh, Solid Waste and Recycling BP

Date: May 13th, 2013

Subject: Resolution authorizing the Mayor to accept 2012 ADEQ Recycling Grant Revenue of $25,000 for recycling containers for Apartment recycling and approving a budget adjustment

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RECOMMENDATION

Fayetteville City Administration recommends approval of a resolution for the Mayor to accept a 2012 Arkansas Department of Environmental Quality (ADEQ) recycling grant though the Boston Mountain Solid Waste District for $25,000 for apartment recycling containers and approving a budget adjustment to accept the funds and allocate them into a capital project. The resolution number for applying for this grant is 159-12.

BACKGROUND

Each year the Arkansas Department of Environmental Quality issues recycling grants through local Solid Waste Districts to help fund recycling programs. The City has benefited from these grants in the past. The Boston Mountain Solid Waste District compiles the grant applications and submits them to the Solid Waste Board for approval at their August Board meeting. ADEQ released the money for this grant in May 2013. The City applied for this grant in 2012.

DISCUSSION

Boston Mountain Solid Waste District approved the City for this grant in 2012. It will be used to purchase recycling containers utilized in the newly developed apartment recycling program as needed. The recycling containers are specialized and can be used in conjunction with our source separated collection requirements of the recycling program. To date there are 5 apartment complexes over 100 units in size participating in the program. Staff is searching for additional complexes to participate. Staff is working with participants to site recycling containers at complexes on an on-going basis instead of only one day a week. So far, two of the five have containers on site on an on-going basis.

BUDGET IMPACT

The recycling grant award is not a matching grant. Funds are needed to cover freight and taxes as grant funds cannot be used for those expenses. There is sufficient funding in 5500.5060.5225.00, Recycling Containers, to cover this expense. The budget adjustment is attached to recognize the grant revenue and add it to the Recycling Container ADEQ Grant project budget.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A 2012 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY RECYCLING GRANT IN THE AMOUNT OF $25,000.00 FOR THE PURCHASE OF RECYCLING CONTAINERS FOR THE APARTMENT RECYCLING PROGRAM, 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 2012 Arkansas Department of Environmental Quality Recycling Grant in the amount of $25,000.00 for the purchase of recycling containers for the apartment recycling program.

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 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Solid Waste & Recycling Department: Transportation Services	Request Date	Adjustment Number
2013		5/15/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This budget adjustment recognizes revenue received from the 2012 Arkansas Department of Environmental Quality (ADEQ) recycling grant award through the Boston Mountain Solid Waste District. This funding will be used to purchase recycling containers for the apartment recycling program.

(Grant # BMT 03-12)

Division Head	5-17-13 Date	Prepared By:	Brian Pugh / Ginny Gundlach *kspringer*
Budget Director	5-20-13 Date	Reference:	BMT03-12
Department Director	5-17-13 Date	Budget & Research Use Only Type: A B C D E P	
Finance Director	5-21-2013 Date	General Ledger Date	
Chief of Staff	5-21-13 Date	Posted to General Ledger	Initial / Date
Mayor	5/21/13 Date	Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT		25,000	25,000	
		Increase / (Decrease)		Project.Sub
Account Name	Account Number	Expense	Revenue	Number
Container costs	5500.5080.5870.00	25,000	-	09019 . 2013
State Grants-Capital	5500.0950.4302.00	-	25,000	09019 . 2013

EXHIBIT
A

RESOLUTION NO. 159-12

A RESOLUTION AUTHORIZING APPLICATION FOR A 2012 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY RECYCLING GRANT THROUGH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT IN THE AMOUNT OF $25,000.00 TO FUND APARTMENT 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 authorizes application for a 2012 Arkansas Department of Environmental Quality recycling grant through the Boston Mountain Solid Waste District in the amount of $25,000.00 to fund apartment recycling containers.

PASSED and **APPROVED** this 7th day of August, 2012.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/7/2012
City Council Meeting Date
Agenda Items Only

Brian Pugh	Solid Waste	Operations
Submitted By	**Division**	**Department**

Action Required:

Resolution Authorizing Application for a 2012 ADEQ Recycling Grant through the Boston Mountain Solid Waste District for $ 25,000 for Apartment Recycling Containers.

$ -		
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 — 7-20-12 Date

City Attorney — 7-20-12 Date

Finance and Internal Services Director — 7-23-2012 Date

Chief of Staff — 7-23-12 Date

Mayor — 7/23/12 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 07-20-12 P03:34 RCVD
USB

Received in Mayor's Office ENTERED 7/23/12

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF AUGUST 7TH, 2012
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

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

From: Brian Pugh, Waste Reduction Coordinator

Date: July 19th, 2012

Subject: Resolution Authorizing Application for a 2012 ADEQ Recycling Grant through the Boston Mountain Solid Waste District for $ 25,000 for Apartment Recycling Containers.

RECOMMENDATION

Fayetteville City Administration recommends authorizing application for a 2012 Arkansas Department of Environmental Quality (ADEQ) recycling grant though the Boston Mountain Solid Waste District for $25,000 for purchasing apartment recycling containers.

BACKGROUND

Each year the Arkansas Department of Environmental Quality issues recycling grants through local Solid Waste Districts to help fund recycling programs. The City has benefited from these grants in the past. The Boston Mountain Solid Waste District compiles the grant pre applications and submits them to their Grant Committee for review. ADEQ no longer requires a signature from the Mayor for the pre application process.

DISCUSSION

This grant will be used to purchase new source separated recycling containers for use in the newly created apartment recycling program. The City received a similar grant in the amount of $18,500 in 2011 for recycling containers at apartments. Staff is currently engaged in a Solid Waste and Recycling Plan that has a goal of providing 30% of the apartment complexes in Fayetteville with recycling service by 2015 and these containers would help to reach those goals.

The source separated recycling containers are similar to a drop box style container only with a roof and segregated bins which will support the source separated nature of the recycling program. The containers can be easily incorporated into existing operations since collection is handled with a drop off style truck, whereby eliminating the need to purchase new vehicles for this type of recycling collections at apartments.

BUDGET IMPACT

The recycling grant awards are not matching grants, so no City funds are obligated with this request. Upon approval and award of the grant a budget adjustment will be requested to recognize the grant revenue and a capital project will be created.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING APPLICATION FOR A 2012 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY RECYCLING GRANT THROUGH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT IN THE AMOUNT OF $25,000.00 TO FUND APARTMENT 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 authorizes application for a 2012 Arkansas Department of Environmental Quality recycling grant through the Boston Mountain Solid Waste District in the amount of $25,000.00 to fund apartment recycling containers.

PASSED and **APPROVED** this 7th day of August, 2012.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

2011 Form due to 2012 Form not available.

Recycling Grants Application 2011

Fiscal Year 2012

Purpose *The purpose of this application is to provide detailed information about a proposed Recycling Grant project.*

General *All items must be completed and returned to your Regional Solid Waste Management District to be forwarded to the Arkansas Department of Environmental Quality (ADEQ). Applications are accepted by ADEQ annually Sept. 15-Dec. 31. Incomplete applications will result in funding delays.*

APPLICANT: CITY OF FAYETTEVILLE	CONTACT: BRIAN PUGH
ADDRESS: 1560 S. HAPPY HOLLOW ROAD	CITY: FAYETTEVILLE
COUNTY: WASHINGTON	ZIP CODE: 72701
PHONE: (479) 718-7685	E-MAIL: BPUGH@CI.FAYETTEVILLE.AR.US

GRANT CATEGORY

Select only one category

- ☐ ADMINISTRATIVE
- ☐ COMPOSTING
- ☐ EDUCATION
- ☐ MATERIAL RECOVERY FACILITY
- ☐ PLANNING
- ☒ RECYCLING EQUIPMENT
- ☐ RECYCLING PROGRAMS
- ☐ TRANSFER STATION WITH RECYCLING
- ☐ WASTE REDUCTION ACTIVITIES

PROJECT PROPOSAL

In one sentence, explain what will be purchased with requested grant funds.

Three (3) roll off style recycling containers with six (6) compartments for separating recyclable materials at apartment complexes.

Grant Amount Requested $25000 Total Project Cost $86033

Other than Recycling Grant funds, how are expenses for the continuation of this project to be funded (including maintenance, repairs, labor and operating expenses)? User fees, Solid Waste and Recycling Enterprise Fund.

Who will manage the finances of this grant and how may s/he be contacted? (Who is responsible for maintaining records of income and expenses related to this grant?) Brian Pugh - contact information listed above.

ADEQ
ARKANSAS
Department of Environmental Quality

GRANT NUMBER:

PROJECT PROPOSAL (CONTINUED)

On a separate sheet, please describe your proposed project and explain why it is needed. At a minimum, answer the following: *(To curtail possible delays processing your application, please answer all questions completely. Examples of project descriptions are provided in the Overview & Application Instructions document.)*

1. Describe your current recycling program. Explain how it fits into your local solid waste management program and the overall district solid waste plan.
2. How will the proposed project enhance or improve the current recycling program?
3. What will the project accomplish and how will it be accomplished? How will success of the project be measured?
4. What actions will be taken to begin the project before pre-applications for the next grant round are submitted to ADEQ (July 15)? What actions will be taken to complete the project and spend all grant funds within three years?
5. Who will participate in and benefit from this project? How will they participate or benefit? If partnerships are involved, describe each partner's role in the project.
6. How will the public be made aware of recycling or other opportunities provided by this project? Describe the educational message to be delivered and the method(s) of delivery. When available, provide a copy of any materials developed.

Grant Proposals for Composting, Recycling Equipment, Material Recovery Facility, Recycling Programs, Transfer Station with Recycling and Waste Reduction Activities should also respond to the following questions:

7. Does existing mechanical processing equipment or facilities adequately serve the relevant area? If yes, the regional solid waste management board must determine that the requested equipment or facility is an indispensible component and would more efficiently serve the relevant area. Submit the board's rationale for the determination with the grant application.
8. If purchasing equipment or constructing facilities, provide a detailed description of these items. The description may include bid specifications, equipment brochures, drawings, illustrations, etc.
9. Provide the days and hours of operation and the physical location (address) for the equipment or facilities.
10. What materials will be collected as a direct result of this project? What are the plans for selling or reusing the materials? If composting, provide a physical location where organics will be composted.
11. How will the volume collected for recycling or diversion and revenue received as a result of this project be measured and recorded? Who is responsible for maintaining these records and how may s/he be contacted? Provide an estimate of new or increased tonnage collected or diverted as a result of this project.
12. Will the proposed project generate revenue? How? Will this revenue be enough to continue or expand the project?

PROJECT BUDGET

Please provide a separate sheet showing the budget for this project using the following headings and categorizing the expenditures using the numbered information as guidance. *(See the example budget in the Overview & Application Instructions for one way of doing this.)*

List of Items – Grant Request ($) – Organizational Budget ($) – Additional Information

Item	Grant Request	Organizational Budget	Additional Information
	$	$	

1. Salaries, Administrative – List project personnel, by position. Provide the percentage of this position's time to be devoted to the grant project in the additional information column. Salaries for managers, supervisors, office or support staff and educators should be included in this listing.
2. Salaries, Operational Labor – List project personnel, by position. Provide the percentage of this position's time to be devoted to the grant project in the additional information column. Salaries for forklift drivers, line workers, baler operators, etc., should be included in this listing.
3. Professional Services – List consultants, contractors, or others who will provide specialized services. List services to be provided in the additional information column.
4. Facilities – Costs associated with construction or expansion of recycling facilities. List percentage of the facility's time and/or space to be devoted to this project in the additional information column.
5. Equipment – Capital items (items whose lifespan would normally extend beyond a calendar year) to be purchased. List percentage of time this equipment will be used on this project in the additional information column.
6. Maintenance & Repairs – Costs associated with the upkeep and maintenance of facilities or equipment.
7. Materials & Supplies – Items that are expendable or consumed during the project. This may include office supplies such as paper, ink, envelopes, etc. or operational supplies such as baling wire, plastic bags, gloves, etc.
8. Transportation – Anticipated expenses for trucking, shipping or hauling recyclable materials.
9. Training – Costs associated with training staff, board members or applicants in areas directly related to recycling.
10. Education & Promotion – Costs, excluding salaries, to educate the public or promote the recycling program.

Don't forget to total the amounts for the Grant Request and Organizational Budget columns by category and provide a grand total.

Appendices that provide more information to help reviewers better understand the grant request may be included with complete grant application.

MINIMUM CONDITIONS OF RECYCLING GRANTS

All grants are subject to the requirements of A.C.A. 8-6-601 et. Seq. and Arkansas Pollution Control and Ecology Commission Regulation 11, Chapter Four: Solid Waste Management and Recycling Grants Program.

The following items are not eligible for funding from recycling grants:

Taxes	Retroactive purchases	Vehicle registration
Reimbursement of funds	Legal fees	Utilities
	Licenses or permits	

GRANT RECIPIENTS AGREE TO:

- Actively develop a recycling program, as outlined in the grant application, and expend all grant funds in the three (3) years following the date of the grant award by the department.
- Actively seek to market or reuse the materials diverted under the recycling program from deposition in landfills in the period of three (3) years following the date of the grant award by the department.
- Start grant project before July 15, the date pre-applications for the next grant round are due to the department.
- Use facilities or equipment purchased with grant funds no less than 50 percent of the time on the purposes specified in the grant application.
- Use any interest earned on grant funds exclusively for recycling programs consistent with the Regional Solid Waste Management District's Solid Waste Management Plan.
- Maintain an orderly accounting system to document that grant expenditures are made in accordance with project budget. This includes keeping copies of all bids, paid invoices, canceled checks, and other appropriate paperwork.
- Report for five years after receipt of grant funds or until all funds are expended, whichever is longer, as directed by statute and regulation.
- Conform to all state laws on the purchase, use or sale of equipment and facilities secured with grant funds.
- Seek competitive bids or requests for proposals (RFP) for purchase of equipment or services as required by state and local procurement laws.
- Receive written approval from the Board and the department for any modifications to the grant, including requests for time extensions.
- Receive written consent from the Board and department before selling, trading or transferring facilities or equipment.

REGIONAL SOLID WASTE MANAGEMENT DISTRICT BOARDS AGREE TO ensure recipients conform to requirements and to:

- Establish or designate at least one adequate recyclable materials collection center in each county as required in Arkansas Pollution Control & Ecology Commission Regulation 28.
- Ensure the grantee show adequate revenues are being collected to support the long-term operation and maintenance of a grant-funded project prior to the disbursal of grant funds.
- Ensure all applicable federal, state and local permits and licenses have been obtained.
- **Ensure the project has begun before disbursing funds.**
- Notify ADEQ in the event a recipient has not met conditions of the approved grant application.
- Ensure that the project is compatible with the approved RSWMD plan on file with ADEQ or submit documentation demonstrating why a deviation is necessary.
- Compile annual reports as required.

ADMINISTRATIVE REQUIREMENTS

All grants are subject to audit. *Department personnel have the right of access to all records pertaining to grant-funded project or activity.*

Grant application must include: *answers to the Project Proposal questions, a complete Budget and Proof of Publication, as required. Copies of any comments received regarding the grant request shall be forwarded to ADEQ.*

Incomplete grant applications will not be considered and may delay processing of grant funds.

Signature and Certification

The authorized representative of the organization applying for the grant and the Regional Solid Waste Management Board Chairman both must sign the application. The authorized representative must have the authority to obligate the applicant's resources.

I certify that to the best of my knowledge, the information provided in this application and its attachments is correct and true. I understand and agree that if grant money is subsequently awarded as a result of this application, I will comply with all applicable statutory and regulatory provisions and with applicable terms, conditions, and procedures of the Recycling Grants program. I have read and agree to abide by the Minimum Conditions of Recycling Grants. I certify that all proposed activities will be carried out and that all grant money received will be utilized solely for the purposes for which it is intended unless written authorization is provided by the Regional Solid Waste Management District and the Arkansas Department of Environmental Quality.

x _____ 8/9/12
Applicant's Authorized Representative and Title — Date

x _____ 12-4-12
RSWMD Board Chairman — Date

THE ABOVE-REFERENCED GRANT IS HEREBY APPROVED.

x _____ 4/08/13
ADEQ Recycling/Market Development Branch Manager — Date

x _____ 4/17/2013
ADEQ Solid Waste Management Division Chief — Date

x _____ 4/24/13
ADEQ Chief Deputy Director — Date

ADEQ
ARKANSAS
Department of Environmental Quality

GRANT NUMBER:

BMT03-12

2012 Recycling Container Grant Project Proposal questions

1. Describe your current recycling program. Explain how it fits into your local solid waste management program and the overall district solid waste plan.

Fayetteville's recycling program is a source separated program meaning the materials are separated at the source of collection. This is true in both the curbside and drop off services provided by the City. The curbside program services residential single family homes and small businesses can participate for a fee.

City crews operate the residential trash collection as a Pay As You Throw program where residents choose from 3 different cart sizes and pay according to the waste they dispose. The curbside recycling program allows residents to divert materials from their weekly waste stream and potentially lower their waste bill.

The drop off recycling service is designed for those without curbside service and non-city residents providing recycling options as required through our District Solid Waste Plan.

2. How will the proposed project enhance or improve the current recycling program?

The project will allow the Solid Waste and Recycling Division to grow existing services to apartment complexes in order to meet diversion goals. At the end of 2011, the City began an apartment recycling program and currently there are 5 large complexes participating in the program. Also, large festivals like Bike Blues and BBQ have not succeeded in establishing a valid recycling component. A container, like the one's identified for this grant, can be incorporated with existing equipment and processing capabilities utilized by the Division.

The recycling containers used with this grant will allow for growth in the apartment program as it has become evident that higher participation in apartment recycling would occur if recycling containers were made available more than the one day a week collection which is currently used. Having more containers would allow for longer periods of time in which the containers would stay on site, along with signing up new complexes for the service. A multi faceted approach for apartments utilizing several collection methods will probably best serve this sector for recycling. Expanding recycling services across the City is the main improvement associated with this grant request.

3. What will the project accomplish and how will it be accomplished? How will success of the project be measured?

The project will accomplish growing the newly created apartment recycling program and expanding services. The containers will be included into the current operations of the Solid Waste and Recycling Division using existing fleet and personnel.

Staff is currently proposing a Solid Waste and Recycling Resource Management Plan for City Council approval. The draft plan outline efforts to increase diversion of materials from the landfill and reach an established diversion goal. One goal currently being review is to have 30% of apartment complexes in Fayetteville having recycling on site by 2015. This grant would be used to help reach that goal by measuring complexes participating.

4. What actions will be taken to begin the project before pre-applications for the next grant round are submitted to ADEQ (July 15)? What actions will be taken to complete the project and spend all grant funds within three years?

The containers will be purchased and all funds expended at one time before July 15th, 2013. The containers will be included in the existing recycling program for apartments which has already begun.

5. Who will participate in and benefit from this project? How will they participate or benefit? If partnerships are involved, describe each partner's role in the project.

Apartment complexes and festivals within the City will benefit by allowing the City to provide containers for recycling. Apartment complexes with over 100 units are eligible for the on site recycling service.

Apartments participation will include coordinating education information to the tenants, providing space to house the container and helping to maintain metrics regarding participation among their tenants.

6. How will the public be made aware of recycling or other opportunities provided by this project? Describe the educational message to be delivered and the method(s) of delivery. When available, provide a copy of any materials developed.

The pilot programs will be well communicated through City staff with apartment owners and managers in order to participate. The City is utilizing Energy Corp positions to provide educational opportunities at the complexes. Events planned at the complexes and staffed by the Energy Corp positions help in delivering the recycling message to participating apartment complexes.

What can be recycled will be communicated with an education campaign and with picture signs on the containers and brochures. For apartments participating in the pilots the educational message will be given through brochures, monthly newsletters, tenant lease signings, laundry/mail room facility displays and other apartment complex communications between management and tenants.

7. Does existing mechanical processing equipment or facilities adequately serve the relevant area? If yes, the regional solid waste management board must determine that the requested equipment or facility is an indispensible component and would more efficiently serve the relevant area. Submit the board's rationale for the determination with the grant application.

Yes. The City of Fayetteville operates a recycling center where the materials would be processed.

8. If purchasing equipment or constructing facilities, provide a detailed description of these items. The description may include bid specifications, equipment brochures, drawings, illustrations, etc.

The containers will be separated into six (6) compartments for recycling of aluminum cans, steel cans, plastic #1 & #2 bottles, mixed paper and cardboard. These containers sit on a roll off style truck when being moved and when dumping the materials. A container drawing is included.

9. Provide the days and hours of operation and the physical location (address) for the equipment or facilities.

The containers will be used at different locations throughout the City in the apartment program. Apartments currently are added when contacted by staff and encouraged to participate. The containers will be collected by City personnel and processed at the recycling center located at 1560 S. Happy Hollow Road, Fayetteville, AR., 72701. The containers will be housed there during non use.

10. What materials will be collected as a direct result of this project? What are the plans for selling or reusing the materials? If composting, provide a physical location where organics will be composted.

The materials collected with this container will be aluminum cans, steel cans, plastic #1 and #2 bottles, mixed paper and cardboard. The recyclables will be processed along with the curbside and drop off recyclables currently collected.

11. How will the volume collected for recycling or diversion and revenue received as a result of this project be measured and recorded? Who is responsible for maintaining these records and how may s/he be contacted? Provide an estimate of new or increased tonnage collected or diverted as a result of this project.

The recyclables will be weighed together on our facilities certified scales to determine actual weight received from the apartments. Currently the containers in use are weighed and dumped as needed to improve operations. Recyclables are added to the other materials collected and sold with those materials. Revenue is received for the service which is currently priced at $.95 cents per unit at an apartment complex. Currently the average collected through the participating complexes is 1.5 tons per month.

Brian Pugh will be responsible for maintaining these records and can be contacted through the information provided at the front of this application. It is estimated that 1 to 2 tons per week can be gained through various pilot programs.

12. Will the proposed project generate revenue? How? Will this revenue be enough to continue or expand the project?

There will be revenue generated from the sale of the material once processed. The City Council passed an ordinance requiring apartment to pay $.95 cents per unit to participate in the program. This rate helps to cover the cost of servicing the container.

Item	Grant Request	Organizational Budget	Additional Information
Salaries / Administrative			
Waste Reduction Coordinator	$0	$6,800	10% of time on the project
Salaries Administrative Totals	$0	**$6,800**	
Salaries Operational			
Drop Box Driver	$0	$3,125	5% of time on the project
Salaries Operational Totals	$0	**$3,125**	
Equipment			
3 recycling roll off style containers	$25,000	$26,750	100% of time on the project
Drop box truck	$0	$46,800	10% of the time on the project
Signs	$0	$500	100% of time on the project
Information brochures	$0	$500	100% of time on the project
Equipment Totals	$25,000	**$74,550**	
Maintenance and Repairs			
General Maintenance	$0	$500	Modification to boxes if needed
Maintenance and Repair Totals	$0	$500	
Transportation			
Fuel for drop box truck	$0	$1,058	10% of the time on the project
Transportation Totals	$0	**$1,058**	
Grand Totals	**25,000**	**$86,033**	

WASTEQUIP

Accurate • Galbreath • Mt. Tarp • Parts Place • Pioneer • Toter

Wastequip
P O Box 1029 - Beeville,TX 78104 -
Phone: 469-853-7729 - Fax: 940-321-3004
Email: shurtt@wastequip.com

QUOTE

Date	Quote #
06/04/12	SYNHQ4362

Sold To: City Of Fayetteville
Jason Drummond
1560 Happy Hollow
113 West Mountain
Fayetteville, AR 72701
USA
Phone: 479-575-8397
Fax: 479-444-3478

Ship To:
Phone:
Fax:

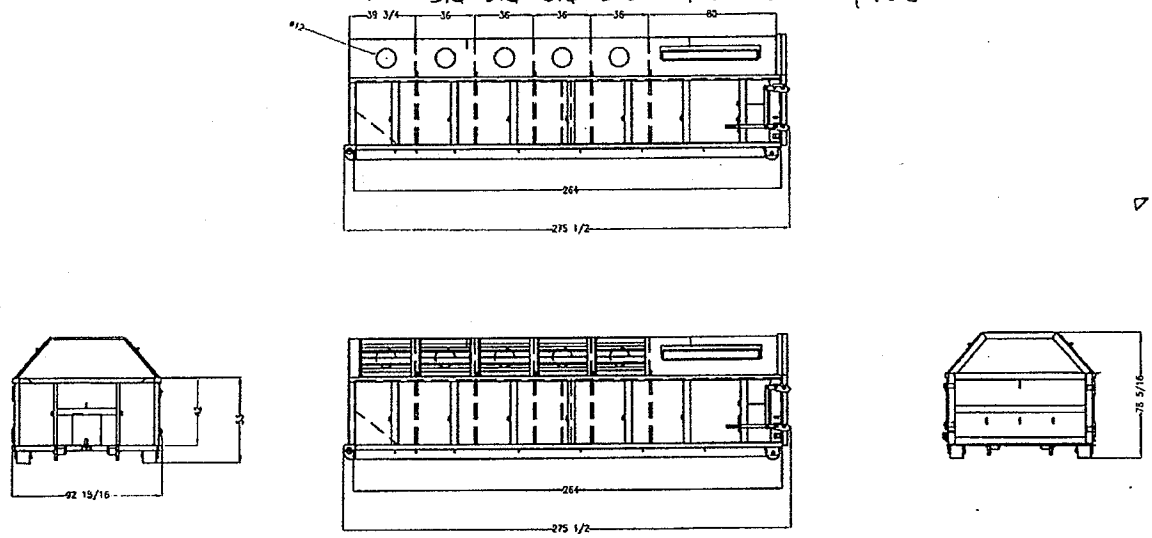
QUOTE GOOD FOR 14 DAYS
FREIGHT TO BE CHARGE AT RATE AT TIME OF SHIPMENT

Terms	Rep	P.O. Number	Ship Via
	Steve Hurtt		

Ln #	Qty	Description	Unit Price	Ext. Price
1	3	Recylce roll off specials (as clarified in forwarded email from Jim Huffman dated 6-1-12 4:32PM) with exceptions	$8,427.00	$25,281.00
			SubTotal	$25,281.00
			Sales Tax	$0.00
			Shipping	$1,536.00
			Total	**$26,817.00**

APPROVED BY:_____
DATE:_____

4.9 3.6 3.6 3.6 3.6 9.8 cubic yards



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Rev.#:	Date:	By:	Revision Description:

WASTEQUIP
Nationally known for personal service

UNLESS OTHERWISE SPECIFIED: UNITS ARE INCHES AND
TOLERANCES: FRACTIONAL ± 1/16 ANGULAR ± 1°

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Drawing:	Drawn By:	Date: (mm/dd/yy)	Weight:	Scale:
SALES	EHOWELL	4/18/2012		NTS.
Job No/Parent:	Checked By:	Date: (mm/dd/yy) / /	Drawing Number:	
Drawing Title: 30YD RECYCLE ROC WITH 61.75" HEIGHT WITH CARDBOARD SLOT AND HINGED			Sheet No. B08R3	Location ID:

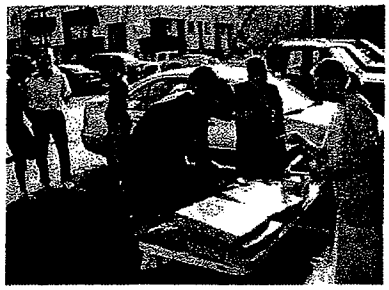
Energy Corps NCAT

Recycling Outreach Events Report

Daniel Dean & Elizabeth Hill
City of Fayetteville Sustainability & Strategic Planning

Spring Greening at North Creekside Apartments

We planned a Spring Greening Community Gathering with management at North Creekside Apartments on April 3rd from 5pm to 7pm. The University of Arkansas Applied Sustainability Center contributed 108 GE compact fluorescent light bulbs and US Pizza donated five pizzas. Each resident that signed a pledge/reminder card to recycle and save energy received a lightbulb and pizza. We distributed various materials, including "30 Simple things You Can Do to Save Energy and Money" books from the Arkansas Energy Office, canvas tote bags from Boston Mountain Solid Waste, and recycling brochures from Washington County Environmental Affairs. Liz obtained a $100 gift card from Wal Mart, with which we purchased 5 ten gallon and 5 twenty gallon containers which residents could win by playing our reused water bottle bowling game. Liz brought materials to decorate vases from jars. Nineteen residents signed the pledge and management said they would provide food for monthly events in the future.

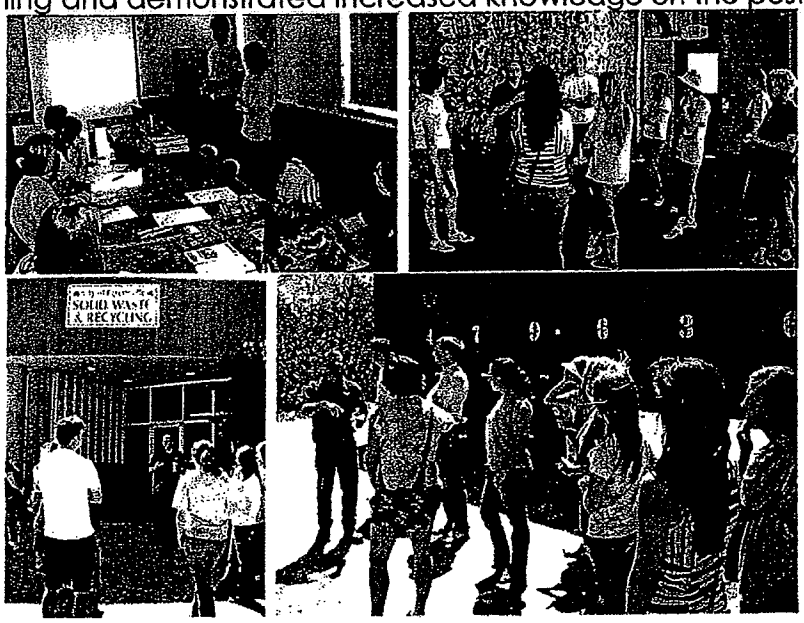


Tabling at Fayetteville Farmer's Market & Earth Day Eco Trade Show

Dan & Liz tabled at the first Fayetteville Farmer's market of the year April 7th from 9am until noon. Thirty-nine people stopped to ask questions and take information about Energy Corps, energy efficiency, apartment recycling, multi-use trails, hazardous waste, yard waste, community gardens, solar power, rain barrels, and how to address neighbors burning trash. The Earth Day Eco Trade Show at East Square Plaza in Fayetteville was not particularly well attended. We distributed some information and answered a few questions about the trails system.

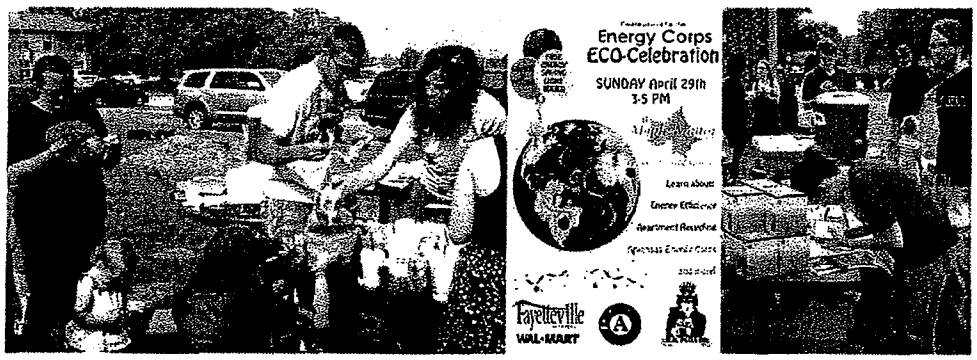
Volunteer Training and Facility Tour

The Volunteer Training and Facility Tour took place on April 19th from 10 am to 1pm. We worked with professors in the University of Arkansas Sustainability Minor program to invite students and publicized in the Earth Day Eco Passport and on Facebook. Dan prepared a Powerpoint presentation giving an overview of the City's recycling program, including materials accepted at various locations and the financial, environmental, and social implications of the program. Attendees were given a pre/post quiz to determine their knowledge about Fayetteville recycling and Energy Corps before and after the presentation. The presentation included information on Community Based Social Marketing and volunteer opportunities with recycling outreach. COF Waste Reduction Coordinator Brian Pugh then led the group on a tour of the Material Recovery Facility. Nine individuals attended the training and demonstrated increased knowledge on the post quiz.



Energy Corps Eco Celebration at Maple Manor Apartments

We scheduled an outreach event with management at Maple Manor Apartments for April 29th from 3pm to 5pm. The format was similar to the Spring Greening event with giveaways of CFLs, pizza, and recycling bins to residents who signed the pledge and played the water bottle bowling game. We added a sandbag toss game with recycled pencils and stickers as prizes and borrowed materials for a recycling relay race from Washington County Environmental Affairs. We also added live music provided by Energy Corps members Bill Dollar and Dan Dean. Ten pizzas were donated by US Pizza. We created a flier for the event, which management posted on apartment doors along with reminders on their Facebook page. Twenty-eight residents signed the pledge with several children participating. Residents enjoyed the event, posting notes on the Facebook page such as "Great afternoon! Thanks guys!" and "Had a great time at the Eco-celebration!"

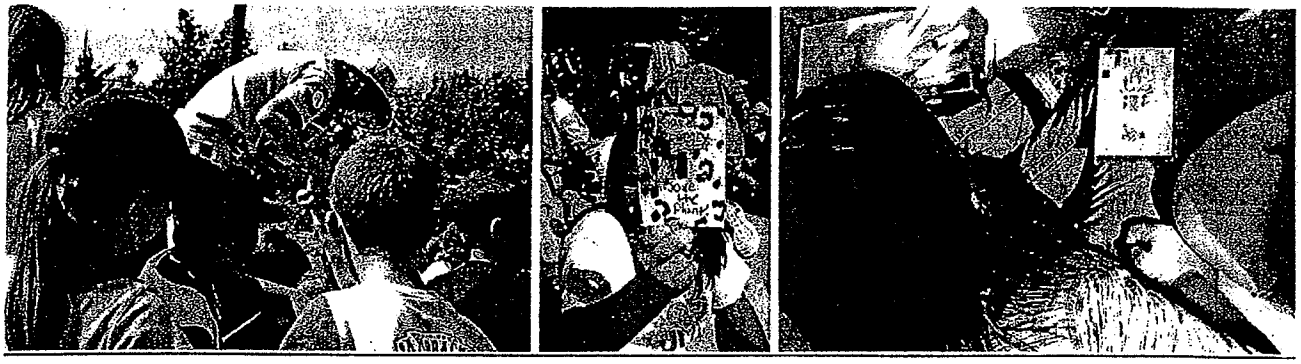


Fayetteville Green Team Celebration

On April 25th, we attended the Fayetteville Public Schools Green Team Celebration event at the Botanical Garden of the Ozarks. FPS Energy Corps member Sammi Jones organized an education station for students to decorate paperboard light switch plates to remind siblings and parents to turn off lights when not in use to conserve energy.

Shaw Elementary Earth Day

We repeated the light switch reminder project at the Shaw Elementary Earth Day at the Botanical Garden of the Ozarks on May 1st. Seventy-five students from Springdale came through our education station. We told them about our role as Energy Corps members and discussed three main reasons for conserving energy: to save money, reduce pollution, and preserve resources for future generations.



Summary

The outreach events were, on the whole, successful. Tabling at the Farmer's Market required the least amount of planning effort. Our hope is that the pledge cards at the apartment events will increase participation in the recycling program, although those who signed may already participate. The kids' events reached the largest number of participants, but the short time for each group limited the amount of information we could present. We have not yet drawn from the pool of volunteer energy of those who attended the training, but we plan door-to-door education when the university of Arkansas Fall semester begins. Training attendees appreciated the discussion after our presentation and offered thoughtful feedback on the potential for condominium recycling, encouraging businesses to offer products made from recycled materials, the need for collection of recyclables in City parks and in the Dickson Street entertainment district, the possibility of apartments sharing recycling containers, incentives for recycling, and recycling education on the University campus.

guess what??

RECYCLING IS HERE!!

Your apartment has been selected to participate in the kick-off of the City of Fayetteville's new Multi-Family Recycling Program!

WHAT IS ACCEPTED:

The **four-compartment recycling container** takes:
Aluminum Steel Cans Plastic #1 & #2 Bottles

The **cardboard** recycling container takes:
Flattened corrugated cardboard boxes

The **paper** recycling container takes:
Newspaper Copy Paper Magazines File Folders
Phone Books Envelopes Pamphlets Paperboard
Long-strand Shredded Paper

WHAT IS *NOT* ACCEPTED:

Plastic Bags Trash Other Metals Tissue Paper
Plastics #3 - #7 Glass Paper Towels
Hardback Books Food Confetti Shredded Paper
Construction Paper

HOW IT WORKS:

The recycling containers will be dropped at your apartment on Monday morning and will remain for 24 hours until 6 am Tuesday, when they will be taken to the next participating apartment complex. Recyclables should be deposited by no later than 6 am the morning after your recycling day. Please do not deposit any trash in bins. Continuous abuse of the facilities could lead to termination of the program.

PAYMENT:

Each apartment will be charged a monthly 95 cent fee on their Fayetteville utility bill in order to cover the cost of this convenient recycling program. We encourage you to utilize this service to ensure the program's success and expansion to other Fayetteville apartment complexes.

YOUR RECYCLING DAY IS MONDAY.

Fayetteville

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6-4-13
City Council Meeting Date
Agenda Items Only

Alison Jumper AJ	Park Planning	Parks and Recreation
Submitted By	**Division**	**Department**

Action Required:

Approval of a resolution to accept a concrete sculpture to be placed along Scull Creek or Frisco Trail.

N/A	$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
N/A	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
N/A	$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Connie Edmonston	5-17-13	Previous Ordinance or Resolution #
Department Director	Date	
		Original Contract Date:
Kelly	5-17-13	Original Contract Number:
City Attorney	Date	
Paul A. Becker	5-20-2013	
Finance and Internal Services Director	Date	
Dan Mann	5-20-13	
Chief of Staff	Date	
Lionell Jordan	5/20/13	
Mayor	Date	

Received in City Clerk's Office 05-17-13 A10:58 RCVD
Kung.

Received in Mayor's Office ENTERED 5/17/13

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
Connie Edmonston, Parks and Recreation Director CE

From: Alison Jumper, Park Planning Superintendent aj

Date: May 13, 2013

Subject: Resolution to accept a donated concrete sculpture to be located along Scull Creek Trail or Frisco Trail

PROPOSAL:
The Fayetteville Arts Council was created by City Council resolution in 2007. The Arts Council is responsible for promoting and encouraging the appreciation and enhancement of the arts and culture of Fayetteville. One of their duties includes reviewing all offers of art donation valued over $5,000 and providing a recommendation to City Council. If the donated art is proposed to be located on park property, the Parks and Recreation Advisory Board reviews it first and provides a recommendation to the Arts Council.

Hank Kaminsky is proposing to raise funds throughout the community to purchase a sculpture he created and currently owns. If enough funds are raised, this sculpture would then be donated to the City as allowed by the donated art policy, Arts Council and City Council. The sculpture is made of concrete and would be mounted on a concrete pedestal (see attached proposal). The sculpture including installation is valued by Mr. Kaminsky at $12,500. Community support for the project will be evidenced by the success of the fundraiser. If approved, the sculpture would be placed on park property at the west end of Prospect St along the trail (see attached map) or in another location along Scull or Frisco Trail.

The project was recommended for approval by the Parks and Recreation Advisory Board on May 6, 2013 (see attached minutes). Additionally, approval was recommended by the Arts Council on May 15, 2013 (see attached minutes).

RECOMMENDATION:
Approval of a resolution to accept a donated concrete sculpture to be located along Scull Creek Trail or Frisco Trail.

BUDGET IMPACT:
None.

Attachments:
Kaminsky Art Proposal
PRAB May 6, 2013 Minutes
Arts Council May 15, 2013 Minutes
Map of preferred proposed location

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A CONCRETE SCULPTURE DONATION FROM HANK KAMINSKY FOR PLACEMENT ALONG SCULL CREEK TRAIL OR FRISCO TRAIL

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 concrete sculpture donation from Hank Kaminsky for placement along Scull Creek Trail or Frisco Trail.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS

FAYETTEVILLE ARTS COUNCIL
DONATED PUBLIC ART / MONUMENT / MEMORIAL
REQUEST FORM

Name: HANK KAMINSKY

Address: 808 S. GOVERNMENT AVE

City: FAYETTEVILLE State: AR Zip: 72701

Phone – Home 479 283 4842 Work/Cell SAME

Email: HANKKAMINSKY @ GMAIL . COM

1. Types of Donation

___ Monument

✓ Sculpture

___ Memorial

___ Fountain

___ Other (Please specify below.)

2. Artist Description of Donated Art/Monument:

A written description of the background/historical information associated with any donated art item, including but not limited to, information about the creation of the item(s) and materials used. Additional information may be attached. (Models and/or pictures are to be attached or submitted with the proposal.)

SEE ATTACHED DESCRIPTION OF SCULPTURE

If a plaque is requested in this project, please complete the following:

Plaque Exact Wording: PLAQUE, IF ANY WILL BE PROVIDED

Size of Plaque: SMALL

Plaque Material: BRONZE

3. Biography of artist(s): (To be attached.)

ATTACHED WITH RESUMÉ

4. Location for Donation: (Please prioritize.)

Priority 1

Site: IN THE OVAL AT FOOT OF

Specific Location: WILSON ST.
(Please attach a map.)

Site Geographic Justification:

Priority 2

Site: SECONDARY SITE OPEN TO DISCUSSION

Specific Location:
(Please attach a map.)

Site Geographic Justification:

Priority 3

Site: //

Specific Location:
(Please attach a map.)

Site Geographic Justification:

5. Project Budget

Site Preparation Required: **Cost:**_____
Narrative:_____

Foundation: **Cost:**_____
Narrative: 4' x 4' CONCRETE SLAB POURED IN PLACE

Donated Art/Monument/Memorial: **Cost:** 12,500 ≈

Electricity Required: **Cost:**_____
Be specific: NONE

Lighting Required: **Cost:**_____
Be specific: NATURAL LIGHT + TRAIL LIGHT IF AVAILABLE

Maintenance/Endowment: **Cost:**_____
Note: A maintenance plan must be attached. If an Endowment Fund is setup, please give proper justification for the funding required.

Other:
Be specific: NO MAINTENANCE REQUIRED **Cost:**_____

Total Project Cost: $12,500 ≈

6. Cost Exclusion:

Please list any cost or part of the project that will not be provided by the artist / donor.

NONE
ALL COSTS SUBJECT TO KICKSTARTER CAMPAIGN SUCCESS – NO COST TO CITY

7. Additional Employment Required by Artist:

Please list additional party(s) hired or employed by artist to assist with work:

8. Written explanation of legal issues, including but not limited to, identifying the current legal owner of the items, the existence of any copyrights, patents or other title rights in or to the item(s) - such as any interests to remain with the artist or designer of the item(s), and an explanation of any conditions or limitations on the donation of the item(s) and whether the City or donor will pay for such costs.

CURRENT OWNER IS THE ARTIST. WHO RESERVES THE RIGHT TO PRODUCE CASTINGS OF THE MOLD FOR SALE TO OTHER COMMUNITIES OUTSIDE THE NW ARKANSAS REGION

9. The estimated value of each item, including appraisals of the item(s) if available:

$12,500 TOTAL FOR SCULPTURE AND INSTALLATION

10. The anticipated date for the project to begin, construction schedule, and completion date: WHEN ALL APPROVALS COMPLETE AND FUND RAISING COMPLETE

11. Environmental effects of the item(s): NONE

12. Anticipated life of the item(s): PERPETUAL (100 YEARS)

13. Please attach public support for the proposed donation.
THAT WILL BE IN THE FORM OF COMMUNITY FUNDING

14. Please attach a warrant of originality (if applicable).

Please include any additional information or documentation you deem as necessary or appropriate for the Fayetteville Arts Council to evaluate the project. Failure to provide the information outlined above may result in the City's rejection of this proposal until all the requested information is provided.

Description of Sculpture

The proposed work is a concrete slab mounted on a truncated pryramidal concrete pedestal. The whole sculpture including the base is 84" tall and 24" square at the base.

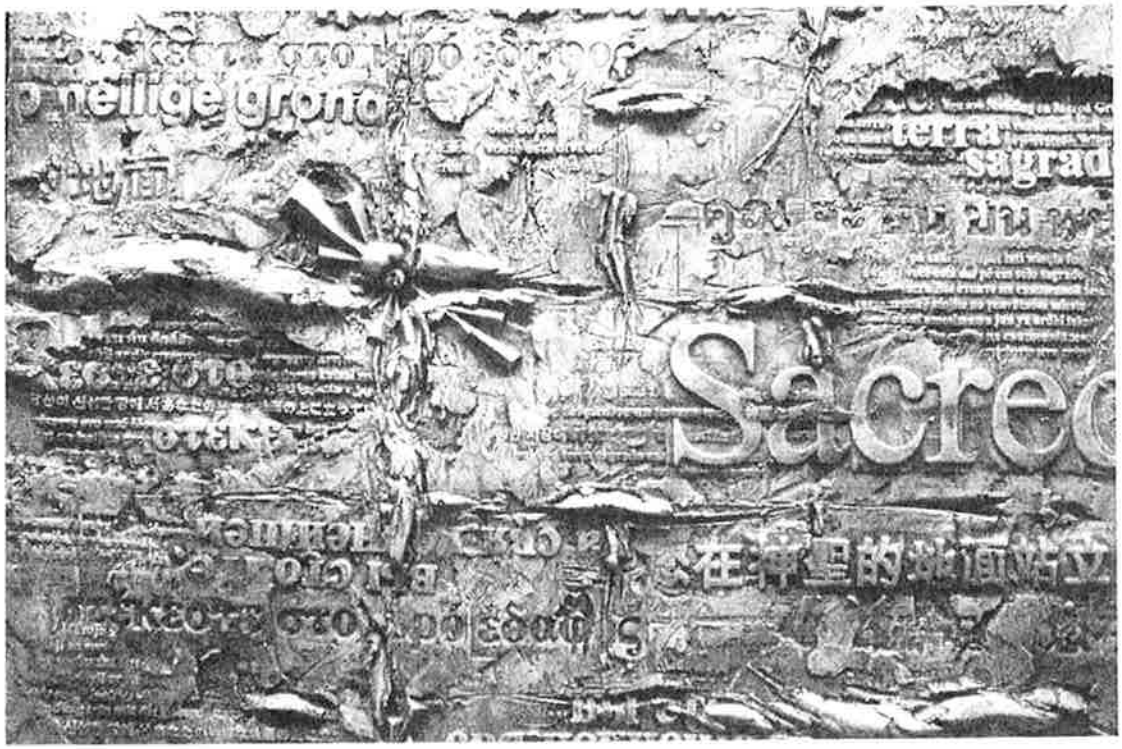
The slab appears to be made of stone covered with lettering and other forms like a natural rosetta stone. The words on the surface is the phrase: "You are Standing on Sacred Ground" in many languages. The slab seems to be broken out of a larger formation with words spilling over the edges.

The sculpture is a part of a collection of sculptures called The Sacred Ground Project in process for the past several years. These works in various sizes and shapes are designed as outdoor sculptures primarily for the private garden. This piece is designed for a public space. It is tall but not out of reach Contact should be intimate, like the Peace fountain on the Square it is meant to be touched and viewed up close.

All the sculptures in this collection are conceived as field studies involving information and energy flow. The work is driven by a formal discovery process that involves working in both positive and negative media to reveal forms.

Most of the works in this project are in limited editions made in molds taken from originals created in a complex sculpting process. This process starts with clay, goes to rubber, to plaster, to sand molds, to plaster again and finally to rubber molds for concrete.

Some Details of the Sacred Ground sculpture



Hank Kaminsky
808 S. Government Ave
Fayetteville AR 72701
479-283-4842
sculptor@kaminsky.com
www.hankkaminsky.com

resume

education

1983-85	University of Arkansas, B.A. with High Honors in Art
1963-65	Pennsylvania Academy of the Fine Arts under Harry Rosen, Paul Anthony Greenwood and Walker Hancock. Full tuition scholarship.
1962	New School for Social Research under Seymour Lipton.
1961-62	Art Students League under Jose de Creeft and John Hovahness.
1956-61	Queens College, Flushing, NY with Elias Freidensohn and William Kreuger

commissioned sculpture and public art

2012	Medal of the Honors College, University of Arkansas, Fayetteville
2011	Single Parent Scholarship Award, Fayetteville AR
2009-10	Symbolic sculpture and gift sculpture for Southwestern Energy Co. Houston TX
2008	Bronze Butterfly Fountain, Botanical Gardens of the Ozarks
2008	McFadden Square Centennial Legacy sculpture. Newport Beach California
2005	"Portal" a sculpture for the Ozark Woodland Sculpture Garden, a program of the University of the Ozarks
2003-04	Fountain sculpture for Washington Regional Hospital, Fayetteville AR. Contact: Bill Rogers, foundation director 479-713-1711
2002-03	Fountain sculpture for city of Clinton, Arkansas Contact: Roberta Katz-Messenger, Director 501-745-4589
2001-02	*World Peace Prayer Fountain* sculpture for the city of Fayetteville AR. Installed December 31, 2002 at Town Center on the Square. Contact: Marilyn Johnson, Director 479-587-9944
2000	Fountain sculpture— Arsagas Block Street Bakery, Fayetteville, AR. Contact: Cary Arsaga 501-442-7768
1999-02	Series of tabletop fountain sculptures sold through galleries and decorators.
1999	Grave Marker for Virginia Jackson at Mount Comfort Cemetery, Fayetteville, AR.
1998	Peace Rock—a private peace memorial at the home of Professor James R Bennett in Fayetteville AR. Contact: Dick Bennett 501-442-4600
1997	"*The Miracle of the Double Helix*" monumental bronze sculpture of a symbolic DNA molecule made of words installed at University of Arkansas for Medical Sciences, Little Rock, AR. Contact: Harry Ward, former Dean UAMS, Little Rock
1992	Bronze Donor Stars and sidewalk design for the Arts Center of the Ozarks "Walk of Stars," Springdale, AR. Contact: Kathy Blundell, 501-751-5441
1992	Door Handles for KFSM-TV Fayetteville and Fort Smith, AR

1991 "Business For The Arts" Award, Chamber of Commerce, Fayetteville, AR.

commissioned sculpture and public art cont'd

1990 Set of Communion Vessels and Candle fixtures for the First United Presbyterian Church, Fayetteville, AR.

1986 "Islands in the Sea" for Temple Shalom, Fayetteville, AR.

1986 "Yahrzeit" for Temple B'nai Israel, Little Rock, AR.

1965 "Eternal Light" and "Burning Bush" for Eisendrath Memorial Chapel Kresgeville, PA.

commissioned portrait and figurative sculpture

2006 Bronze Bust of Ralph Martin for the Ralph Martin Chemical Engineering Dept. University of Arkansas, Fayetteville AR

2006 Bronze Bust of Dr. Fay Boozman for the Fay Boozman College of Public Health, UAMS, Little Rock AR

2003 Double bust of Bob and Marylin Bogle for Womens Athletic Center University of Arkansas, Fayetteville AR. Contact: Bev Lewis 479-575-4959

2001 Sculpture of a Razorback Hog for the University of Arkansas, Fayetteville AR. Contact: Charlotte Taylor, 501-575-7384

2001 Bust of Alice L. Walton for Northwest Arkansas Regional Airport Contact: Scott Van Laningham 501-205-1000, x2228

2001 McClinton Fountain of Education, Fayetteville AR. Contact: Roy Carr, 501-973-8629

1999 Portrait bust of Sam Walton for Walton College of Business Administration, Fayetteville, AR. Contact: Donnie Williams, 575-5949

1997 High Relief portrait plaque honoring Louise Bell at Fayetteville High School, Fayetteville, AR. Contact: Principal, Fayetteville High School

1996 Medal of the Dale Bumpers College of Agricultural, Food and Life Sciences, Fayetteville, AR. Contact: Dean of the College of Agriculture UAF

1995 Bronze Double bust of Pat and Willard Walker, Arkansas Cancer Research Center, Little Rock, AR.

1995 Bronze bust of Leland Tollett, Center of Excellence in the Poultry Sciences, University of Arkansas, Fayetteville, AR.

1995 Bronze bust of Deane R. Boswell, Bryant Civic Center, Bryant, AR.

1994 Bronze Bust of Wilbur Mills now in 18 copies including one at the State Capitol Little Rock AR. and other areas in Arkansas and in Washington, D.C.

1993 Engineering College Medal, University of Arkansas

1991 Double Portrait Bust of Bernice and Harvey Jones for Jones Eye Institute, Little Rock, AR.

1991 Fulbright College Medal, University of Arkansas

1990 High relief portrait of Senator J. William Fulbright and monument design for City of Fayetteville, AR.

1989 James Hudson Pride Award, Hudson Foods, Rogers, AR.

1989 Plaque for Nettie Boles photograph, University of Arkansas

1988 Relief portrait of O.C. Bailey, University of Arkansas

1987	Bust of Irma Giffels, University of Arkansas
1987-2008	More than 1000 private portrait commissions in the Mid-South region.
1986	A relief portrait of George W. Combs, University of Arkansas
1986	Double portrait bust of Owen and Hildur Bell, University of Arkansas

3

selected juried and invitational exhibitions

1990	Hendrix College Sculpture/Drawing Invitational, Conway, AR.
1986	All Arkansas College and University Art Exhibition, Arkansas Art Center, Little Rock, AR.
1986-87	Faculty Show, University of Arkansas, Fayetteville, AR.
1985	Governors Exhibition, Little Rock, AR.
1984	"Currents 84," Hot Springs, AR.
1982-85	The Sequoyah Show, University of Arkansas, Fayetteville, AR.
1979-80	Prints, Drawings and Crafts Exhibition, Arkansas Arts Center, Little Rock, AR.
1977-	Portfolio File of the American Crafts Council, New York
1978	"Craftsmen of the Southeast," Birmingham Museum, Birmingham, AL.
1976-81	Distinguished Artists Exhibition, Little Rock, AR.
1976-77	Eureka Artists Traveling Exhibition, Arkansas
1970	"Museum-A Project of Living Artists," New York City
1968	Audubon Artists Show, National Academy of Art, New York City
1967-69	Brata Gallery, New York City
1966-67	Robert J. Schoelkopf Gallery, New York City
1966	Poindexter Gallery, New York City
1964	The Philadelphia Gallery, Philadelphia, PA.
1964	Pennsylvania Academy of the Fine Arts, Philadelphia, PA.
1963-64	Hinckley and Brohel Gallery, Washington, DC.
1961-63	The Drawing Shop, New York City

selected solo exhibitions

2012	Northwest Arkansas Community College, Bentonville AR
2010	Fayetteville Underground Gallery, group show with my family
2006	Gallery without Walls. 5 pieces in 5 outdoor locations in Fayetteville AR
1993	Art Center of the Ozarks, Springdale, AR – Renovation Inaugural Show
1989	Itawamba Community College, Fulton, MS.
1985	University of Arkansas Union Gallery, Fayetteville, AR.
1984, 87,91	Fort Smith Art Center, Fort Smith, AR.
1983	Arkansas Arts Council's gallery, Little Rock, AR.
1979	Arkansas Territorial Restoration gallery, Little Rock, AR.

selected awards

2008	Arkansas Arts Council, Artists Fellowship Award
2007	Nominee, USA Artists Fellowship
2004	Arkansas Peace and Justice Heroes Award, Omni Center for Peace, Justice and Ecology, Fayetteville, AR
1997	Lay Service Award, Fayetteville Education Association (for work with High School students)

1993	Certificate of Recognition, State of Arkansas (public service to the state)
1986	High Honors in Art, University of Arkansas, Fayetteville, AR.
1985	Harold Hantz Award (for paper below), University of Arkansas, Fayetteville, AR. Arkansas Arts Council Grant for Sand Casting Paper

4

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awards cont'd

1983	Yoes Memorial Scholarship, University of Arkansas, Fayetteville, AR.
1983	David Durst Award, University of Arkansas, Fayetteville, AR.
1983	Award of High Achievement, Symphony Guild Annual Fair, Denver, CO.
1981	Award of Merit in Jewelry, Arkansas Arts, Crafts and Design Fair, Little Rock, AR.
1977	Award of Excellence, Mid-South Craft Fair, Memphis, TN.
1977	Purchase Award, Septemberfest, Midland, TX.

teaching experience

currently	I take apprentices and small group classes into my studio
2006-8	Sculpture instructor, University of Arkansas, Fayetteville AR
2005	Visiting Artist, Ozark Woodland Sculpture Garden, University of the Ozarks
2005	Workshop in sand-matrix design for students and teachers of Northwest Arkansas, with exhibition, Walton Art Center, Fayetteville AR
2001-03	Supervised internships for graduate students from the U of A Fayetteville art department in studio.
2002	Visiting Artist, Ozark Sculpture Garden
2000	Visiting Artist Kansas City Art Institute Kansas City, MO.
1994	Lecture-Demonstration, Oklahoma Sculpture Society, Oklahoma City, OK
1994-	Adjunct Assistant Professor of Art, University of Arkansas, Fayetteville, Granted graduate status 2001
1993	Rogers Art Guild, Rogers AR Lecture-Demonstration
1993-00	Established with JoAnn Kaminsky: "The Art Experience" a Fayetteville Arkansas Community Art School, taught Studio Sculpture Classes.
1989	Portrait sculpture and metal casting workshop, Itawamba Community College, Fulton, MS
1989	Lecture-Demonstration, Branson, MO.
1989	Lecture-Demonstration, Springfield Art Museum, Springfield MO.
1988	Portrait sculpture workshop, McAlester, OK.
1983-88	Adjunct Assistant Professor, University of Arkansas
1979	Instructor, SWEST Annual Casting School, Dallas, TX.
1968-70	Private studio sculpture classes, Great Neck, NY.
1967-70	Technical Assistant and facilities manager, Cooper Union, New York City
1964-68	Sculpture Counselor, Lincoln Farm Camp, Roscoe, NY.

My earliest work and educational experience is in the field of science and particularly electronics. I have worked as a test engineer at Hazeltine Electronics, American Bosch Arma Corp. and at S&M Products Corp. in N.Y.C. (where I helped design a golf playing machine). My interest in the technology of art is reflected in my work at the Cooper Union in NYC (where I was employed as the facilities manager for the sculpture and architecture technical studios from 1967-1970) and before that at Queens College where I served as ceramics technician while a student there. I operated a bronze foundry in my home and on one of my two European trips. Since 1971 I have been working with a technique I call "Sand-Matrix Design." An example of this technique can be seen in the sculpture "Miracle of the Double Helix" which I installed in 1997 in Little Rock at the University of Arkansas for Medical Sciences and more recently the World Peace Prayer fountain sculpture as mentioned below.

I put myself through art school in Philadelphia by operating a service for sculptors. I have helped to form several organizations including the Brooklyn Free Press (a printing shop in New York), the "Museum-A Project of Living Artists," (a very large cooperative gallery in New York in the late 60's), The Eureka Brotherhood Cooperative and The Eureka Springs Guild of Artists and Craftspeople, both in Eureka Springs, AR. I was a founding member and first Vice President of the Artists of Northwest Arkansas.

My business experience includes The Great Eureka Forgery (research and marketing of sandcast metals), A Show of Hands, Inc. (a crafts gallery in Eureka Springs, AR) and the Kaminsky Limited Partnership (a gold and gemstone business) in the late 70's. From 1992 to 2001 my wife and I operated a community Art School in Fayetteville AR called "The Art Experience" which also housed her art therapy and counseling office, my sculpture studio and the sculpture services business.

In 2001 I moved my studio to a new, much larger building, which I call "The Village Sculptor." In this 6000 square foot studio the World Peace Prayer fountain was produced. This spherical bronze fountain is covered with the words "May Peace prevail on Earth" and sits at the Town Center in Fayetteville, Arkansas. It was completed and installed on New Years Eve 2002. The studio now serves as a facility capable of both large and small productions. In 2004 I completed a large scale fountain sculpture project for the Washington Regional Hospital in Fayetteville, AR. Then followed a 2 year period concentrating on personal works intended for gallery exhibition.

I am currently working on a several small commissions and a collection of sculptures called The Sacred Ground Project. In this collection of garden sculptures, public art pieces and gallery works every piece will use the phrase: "You are Standing on Sacred Ground" in various languages,

FAYETTEVILLE PARKS AND RECREATION ADVISORY BOARD

Minutes for May 6, 2013

Opening:
The regular meeting of the Parks and Recreation Advisory Board was called to order by Steve Meldrum at 5:30 p.m. in Room 111 at the City Administration Building at 113 West Mountain Street in Fayetteville, Arkansas.

Present:
Parks and Recreation Advisory Board members Meldrum, Lawson, Leonard, Maxwell, Paul, McKnight, and Proffitt were present. Watson arrived later. Staff members Edmonston, Humphry, and Thomas were in attendance.

Public Art Proposal: Hank Kaminsky

Kaminsky said he had been developing this project for four years in his studio. He used slabs of stone he found in the woods and mounted them in a pyramid. It stands seven feet tall. It will be cast in concrete and tinted. It will say "You are Standing on Sacred Ground" in twenty-five languages. The project will be funded through a kickstart program.

McKnight wanted to know if the public would be invited to participate in the kickstart program.

Kaminsky said yes, that's what is planned. There will be awards for larger donations, such as pieces of the sculpture. The first location choice is at the foot of the trail at Wilson. He would like to locate it on the south end. Santiago Perez, a professor at the U of A, may use this project with his students so they can learn more about architecture. Kaminsky said he would like the blessing of PRAB for the project.

Edmonston told him thanks for thinking of Parks.

Leonard wanted to know if it would have to go through PRAB again if the project changes significantly.

Edmonston said yes, it would have to go through the whole process again.

Kaminsky commented that the essential element in the sculpture won't change.

McKnight said that the kickstart program will need to be highly publicized.

Kaminsky said he liked that idea.

Staff Recommendation: Staff recommends approval of the project with the final location to be determined by staff and the artist. If approved by PRAB, this project will then be forwarded to the Arts Council, then City Council for final approval.

PRAB Motion: McKnight motioned to accept Hank Kaminsky's art proposal. Paul seconded it. Motion passed 7-0-0 by voice vote.

MINUTES OF A MEETING OF THE FAYETTEVILLE ARTS COUNCIL

A regular meeting of the Fayetteville Arts Council was held on May 15, 2013 at 6:00 p.m. in Room 111 in the City Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas.

MEMBERS PRESENT	MEMBERS ABSENT
Dianne Williams	Erika Wilhite
Erin Jepson	Cyd King
Hank Kaminsky	
Jay Baker	
Jason Bigbee	
Janie Agee	
Sandra Hubbard	

STAFF PRESENT	STAFF ABSENT
Leif Olson	

ITEMS DISCUSSED	ACTION TAKEN
Hank Kaminsky Artwork Donation	Approved
Discussion item: 2013 projects	No action necessary

CALL TO ORDER: The meeting was called to order by Chairman Baker at 6:05 p.m.

I. New Business: Public Art Project "You are Standing on Sacred Ground" by Hank Kaminsky for a location along the Scull Creek Trail at the Wilson Park loop.

Chairman Baker asked Hank Kaminsky to give a brief description of the project.

Hank Kaminsky stated that this piece would be donated to the City as public art and thet it would be constructed of cast concrete placed on a base built by Northwest Arkansas Cast Stone. The entire sculpture and base will rest on a 6 inch concrete slab. A crane will be used to lift the sculpture in place and lower it onto the steel rod that will go through the center of the sculpture and base.

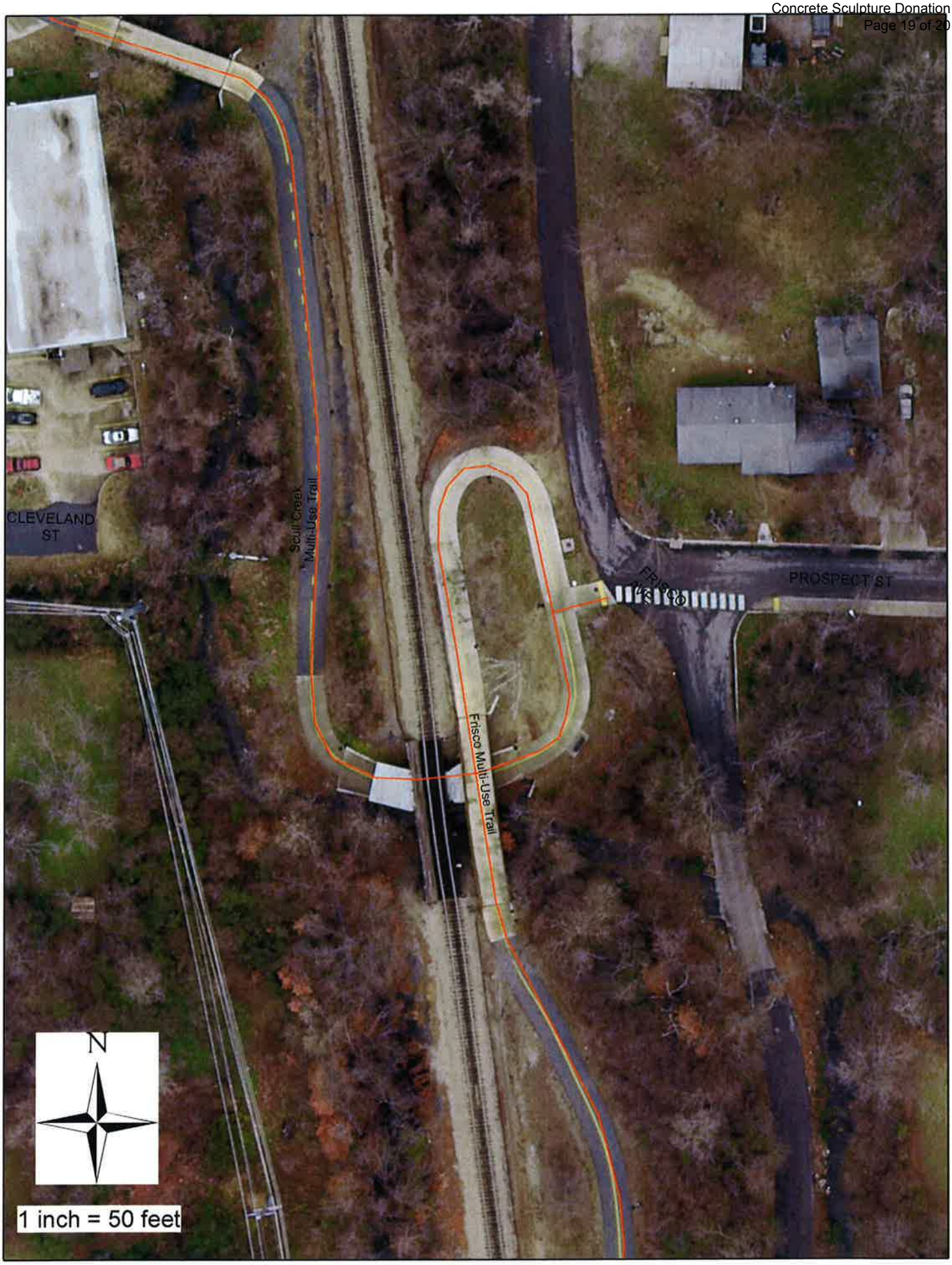
Arts Council member Jason Bigbee asked how the project would be funded and Hank stated that this project will be funded through a kickstarter campaign and placed the value of the sculpture at $12,500. Hank said that he preferred to locate this piece in the Scull Creek Trail loop at Prospect St. near Wilson Park. However, he said that he would return to the Parks Board and Arts Council when the project is funded to determine the final location.

Chairman Jay Baker made a motion to forward this project to the City Council with a recommendation of approval. Arts Council member Dianne Williams seconded the motion and the motion passed on a 6-0 vote.

II. Discussion item: 2013 projects

The Arts Council had a brief discussion about possible projects for 2013. This included the possibility of a public art project at the new Recycling Center at North St. The Arts Council will be involved with this project as it progresses.

MEETING ADJOURNED: 6:30 P.M.


CLEVELAND ST
Scull Creek Multi-Use Trail
PROSPECT ST
Frisco Multi-Use Trail
N
1 inch = 50 feet

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

Sarah Wrede	Engineering	Development Services
Submitted By	**Division**	**Department**

Action Required:

A resolution to authorize the City to apply for $100,000 from the EPA Region 6 Wetland Program Development Grant for an Assessment of City Streams.

$ 25,000.00	$ 228,499.99	Stormwater Quality Mgmt/Nutrient Reduct
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5817.00	$ 75,104.86	Bridge & Drainage Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02097	$ 153,395.13	Sales Tax Capital Improvement
Project Number	Remaining Balance	Fund Name

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

Department Director — Date: 5/17/13

City Attorney — Date: 5-20-13

Finance and Internal Services Director — Date: 5-20-2013

Chief of Staff — Date: 5-21-13

Mayor — Date: 5/21/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office: 05-17-13 P03:37 RCVD Kim J.

Received in Mayor's Office: ENTERED 5/20/13 PM

Comments:

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THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer CB
From: Sarah Wrede, Staff Engineer SMW
Date: May 17, 2013
Subject: **Resolution to apply for EPA Region 6 Wetland Program Development Grant**

RECOMMENDATION: Engineering staff is seeking City Council approval of a resolution to authorize the City to apply for up to $132,500.00 from the EPA Region 6 Wetland Program Development Grant for an assessment of city streams.

DISCUSSION: Understanding and assessing stream systems within our urban areas provides important information to help conserve our natural resources, protect water quality, and plan for urban development. The City of Fayetteville in partnership with the Watershed Conservation Resource Center, WCRC, proposes to develop an inventory of the riparian condition of selected streams. Proposed locations include Town Branch, Scull, Hamestring, Owl, and Clabber Creeks. The assessment will include development of streambank erosion prediction curves to estimate sediment and nutrient loadings from streambank erosion. The stream assessment will include an evaluation of streambanks showing signs of accelerated erosion and the condition of riparian areas and identification of wetland features and springs within the stream corridor. Data will be collected to evaluate streambank erosion rates to help identify sites in need of restoration. These unstable sites will be prioritized for restoration based on sediment and nutrient loadings, location, and threat to property and City infrastructure.

Hamestring, Owl, and Clabber Creeks are located in the western side of Fayetteville, where there continues to be rapid growth. These three watersheds are part of the Illinois basin and encompass an area of approximately 14 square miles. Accelerated streambank erosion that threatens property and City infrastructure and contributes excessive loads of sediment and nutrients to the Illinois River watershed has been observed in this area. Also, exceptional natural features, such as wetlands, springs, remnant prairies, and hydric soils have been noted in these watersheds. Evaluation of the stream corridor within these watersheds can enhance planning efforts to preserve streams, wetlands, aquatic, and terrestrial habitat and help to minimize the impact of growth on existing ecosystems. The assessment will also help the City of Fayetteville to take actions to reduce the contribution of non-point source pollution to our stream systems and direct funding for streambank restoration to the most beneficial areas.

The EPA Region 6 Wetland Program Development Grant is an annual grant for projects promoting research, training, demonstrations, and surveys relating to the causes, effects, extent, prevention, reduction, and elimination of water pollution. The application deadline is June 12, 2013. The Watershed Conservation Resource Center is assisting City staff in the preparation of the grant application. If the grant is awarded, City Council approval will be required.

BUDGET IMPACT: The EPA Region 6 Wetland Program Development Grant is a 25/75 matching grant. The current project estimate is $180,000 which would result in a City cash match of $25,000. Currently, there is $153,395.13 in the Stormwater Quality Mgmt/Nutrient Reduct account that has been designated for use to fund projects that improve stormwater quality in the City of Fayetteville. This project will be paid for from these funds.

RESOLUTION NO. _____

A RESOLUTION APPROVING APPLICATION FOR AN EPA REGION 6 WETLAND PROGRAM DEVELOPMENT GRANT IN THE AMOUNT OF $100,000.00 FOR AN ASSESSMENT OF CITY STREAMS

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 applying for an EPA Region 6 Wetland Program Development Grant in the amount of $100,000.00 for an assessment of City streams.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Federal Agency Name: US Environmental Protection Agency, Region 6

Funding Opportunity Title: FY13 and FY14 Region 06 Wetland Program Development Grants

Announcement Type: Request for Proposals (RFP)

Catalog of Federal Domestic Assistance Number: 66.461

Funding Opportunity Number: EPA-REG6-WPDG -2013/2014

Dates: Hard copy proposals must be received by the Agency Contact (see Section IV, PROPOSAL AND SUBMISSION INFORMATION, of this RFP) by **4:00 P.M. CDT *June 12,* 2013** Proposals submitted electronically through Grants.gov must be received by ***June 12, 2013 at* 10:59 P.M. CDT.** Late proposals will not be considered for funding. Questions about this RFP must be submitted in writing via e-mail and must be received by the Agency Contact identified in Section VII, AGENCY CONTACTS, before *4:00 P.M. June 6, 2013.* Written responses to frequently asked or general questions will be posted on EPA's website at: www.epa.gov/region6/water/at/wetlands/index.htm.

A full final application package is not required at this time. Following the EPA's evaluation of proposals, all applicants will be notified regarding their status. Final application(s) will be requested from the eligible applicants whose proposal(s) have been preliminarily recommended for award. The applicants will be provided with instructions and a due date for submittal of the final application packages.

Note to Applicants: If you name subawardees/subgrantees and/or contractor(s) in your proposal to assist you with the proposed project, pay careful attention to the information in Section II.C, CONTRACTS AND SUBAWARDS.

SUMMARY
Notice of Request for Proposals for Projects to be Funded from the Wetland Program Development Grants - Regional Allocation
(CFDA 66.461 - Wetland Program Development Grants)

Wetland Program Development Grants (WPDGs) provide eligible applicants an opportunity to conduct and promote the coordination and acceleration of research, investigations, experiments, training, demonstrations, surveys, and studies relating to the causes, effects, extent, prevention, reduction, and elimination of water pollution. All proposals submitted under this RFP must be for projects that build or refine state/tribal/local government wetland programs. **Implementation of wetland protection programs is not an eligible project under this announcement.**

The U.S. Environmental Protection Agency is soliciting proposals from eligible applicants to build or refine state/tribal/local government wetland programs as described in Section I, FUNDING OPPORTUNITY DESCRIPTION, of this announcement. States, tribes, local government agencies, interstate agencies, and intertribal consortia are eligible to apply under this announcement, as further described herein. Universities that are agencies of a state government are eligible, but **must** include documentation demonstrating that they are chartered as part of a state government in the proposal submission. Non-profit organizations are not eligible to compete under this RFP.

Under this announcement, as more fully explained in Section I, there will be two separate applicant tracks for eligible applicants. Eligible states and tribes are in Track One or Track Two, and eligible local governments, interstate agencies, intertribal consortia, and universities that are agencies of a state government are in Track Two. Applicants under each track will only compete for awards against other applicants in their track. See Section V for further information.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

David Dayringer	Fire	Fire
Submitted By	**Division**	**Department**

Action Required:

The Fayetteville Fire Department recommends the acceptance of a donation of an AreaRae Air Detection Instrument valued at approximately $50,000 from Wal-Mart Corporation. The AreaRae purchase will provide heightened protection and allow the Fayetteville Fire Department Hazmat Unit a cutting-edge tool to promote and assist in public safety endeavors.

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: 5-17-13

City Attorney — Date: 5-20-13

Finance and Internal Services Director — Date: 5-21-2013

Chief of Staff — Date: 5-22-13

Mayor — Date: 5/22/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 05-17-13 P03:24 RCVD Kim G.

Received in Mayor's Office ENTERED 5/21/13

Comments:

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THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

STAFF REVIEW MEMO

To: Mayor Jordan and City Council

From: David Dayringer, Fire Chief

Date: May 17, 2013

Subject: Approval of a resolution to accept a donation of AreaRae Air Detection Instrument from Wal-Mart Corporation for usage by Fayetteville Fire Department Hazmat Unit.

PROPOSAL:

The Fayetteville Fire Department recommends the acceptance of a donation of an AreaRae Air Detection Instrument valued at approximately $50,000 from Wal-Mart Corporation. The AreaRae purchase will provide heightened protection at crowded events and allow the Fayetteville Fire Department Hazmat Unit a cutting-edge tool to promote and assist in public safety endeavors.

RECOMMENDATION:

Staff recommends approval of a resolution to accept a donation of an AreaRae Air Detection Instrument from Wal-Mart Corporation. The AreaRae Air Detection Instrument will provide greater public safety at large scale events and on Hazmat incident scenes, and allow the Fayetteville Fire Department Hazmat Unit a cutting-edge tool to promote and assist in public safety endeavors.

BUDGET IMPACT:

Funds for the AreaRae were provided by Wal-Mart Corporation and other necessary purchases to calibrate equipment for usage will come from existing Fire Operations Budget.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE DONATION OF AN AREARAE AIR DETECTION INSTRUMENT IN AN APPROXIMATE VALUE OF $50,000.00 FROM WAL-MART STORES, INC. FOR USE BY THE FIRE 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 authorizes acceptance the donation of an AreaRae air detection instrument in an approximate value of $50,000.00 from Wal-Mart Stores, Inc. for use by the Fire Department.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

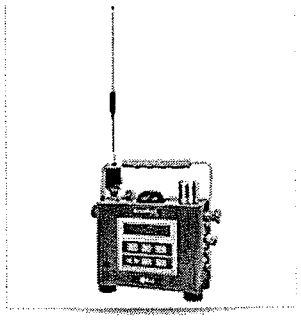
By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Product Categories

- Product Specials
- New Products
- Gas Detection Instruments
- WMD/Hazmat
- Air Sampling Equipment
- Respiratory Protection
- Water Quality Monitors
- Isocyanate Detectors
- Other Instruments
- Industrial Hygiene
- Environmental
- Confined Space Entry
- Fire/Hazmat
- Indoor Air Quality
- Water Quality
- Industrial
- WMD/Law Enforcement



View larger image

E-mail this product to a friend

AreaRae Wireless Steel, Multi-Gas Detector from Rae Systems with PID

The AreaRae gas monitor is a one to five sensor gas detector equipped with a wireless RF (radio frequency) modem which allows the unit to communicate and transmit readings and other information on a real time basis with a remotely located base controller.

In stand alone operation, the AreaRae is a rugged, weather resistant, portable monitor that can run over 18 hours on rechargeable lithium ion batteries. It is also the first "lunch box" type multi sensor instrument able to include a photo ionization detector (PID) for parts per million measurement of volatile organic compounds (VOCs), as well as LEL, oxygen and up to two electrochemical toxic sensors for measurement of specific toxic substances such a carbon monoxide and hydrogen sulfide.

The RF modem allows real time data transmissions with a base controller located up to 2 miles away from the AreaRae gas detector. A personal computer can be used as the base station for an AreaRae system. The standard ProRae remote software used to control AreaRae systems is capable of monitoring the input of up to 64 remotely located monitors.

AreaRae options include the ability to track and display readings from remotely located detectors on a GPS map.

The AreaRae is ideal for hazmat and other emergency response monitoring programs. AreaRae detectors can be used to quickly establish an emergency perimeter by setting out multiple monitors at strategic locations, then backing off to a position of safety to monitor readings over the wireless link.

The AreaRae wireless gas detection instrument is available individually or as part of the Rapid Deployment Kit (RDK) system package.

Features

- Up to five sensors (PID, LEL, oxygen and two toxic gas electrochemical)
- Loud buzzer and large, extra bright warning light
- Large LCD display and keypad
- Rugged, weather resistant stainless housing
- Built in sampling pump
- Interchangeable lithium ion or alkaline battery pack
- Continuous operation via AC source
- Real time wireless data transmission with built in RF modem
- View real time sensor data and alarm status at headquarters or command center
- ProRae Remote software simultaneously controls and displays readings for up to 64 remote detectors
- License free, ISM wireless transmission with communication range up to 2 miles extendable with RaeLink repeaters
- Optional wall mounting bracket or field mounting tripod adapter
- Optional GPS provides ability to track and display readings from remote detectors

Applications

- HazMat and emergency response
- Refineries and petrochemical plants
- Confined space entry
- Power plants
- Pump and paper industry
- Plant and mill turnarounds
- Marine and offshore wells

Sensor Specifications

Sensor	Range	Resolution
Oxygen	0-30%	0.1%
Combustible Gas	1-100% LEL	1%
VOCs	0-199 ppm	0.1 ppm
	200-2,000 ppm	1 ppm
Carbon Monoxide	0-500 ppm	1 ppm
	10-2,000 ppm	10 ppm
Hydrogen Sulfide	0-100 ppm	1 ppm
Sulfur Dioxide	0-20.0 ppm	0.1 ppm
Nitric Oxide	0-250 ppm	1 ppm
Nitrogen Dioxide	0-20.0 ppm	0.1 ppm
Chlorine	0-10.0 ppm	0.1 ppm
Hydrogen Cyanide	0-100 ppm	1 ppm
Ammonia	0-50 ppm	1 ppm
Phosphine	0-5.0 ppm	0.1 ppm
Hydrogen Chloride	2 to 15 ppm	1 ppm
Hydrogen Fluoride	2 to 10 ppm	1 ppm

Specifications

Detector	Up to 5 sensors (oxygen, combustible, two toxic and VOC) electrochemical sensors for toxic gases and oxygen, PID sensor for VOCs, catalytic sensors for combustible gases.
Operating Hours	Up to 18 hours continuous operation
Battery	Rechargeable, 7.4V/4.5 Ah, Lithium-Ion battery pack with built in charger or a 6 C cell alkaline battery pack
Battery Charger	Less than 10 hours charge thorough built-in smart charger
Display	2 line, 16 digit LCD with automatic LED back light in dim light
Keypads	3 operation and 4 programming keys
Direct Readout	Instantaneous values, sensor name, high and low values for all sensors, TWA and STEL values for toxic and VOCs, battery voltage and elapsed time
Alarm	Flashing red LED cluster to indicate exceeded preset limits, low battery or alarm failure
Alarm Setting	Separate alarm limit settings for TWA, STEL, Low and High alarms
Alarm Mode	Latching or automatic reset
Audible Alarm	110 dB buzzer at 10 cm (typical)
Visual Alarm	Flashing red LED cluster
Datalogging	4,000 points for each sensor with time stamp, serial number, user ID, site ID
Data Storage	20,000 readings (64 hours, 5 channels at 1 minute intervals) in non volatile memory
Datalog Interval	Programmable 1-3,600 seconds
Communication	Upload data to PC and Download monitor setup from PC through RS-232 link to serial port on PC
EM Immunity	No effect when exposed to 0.43 mW/cm2 RF interference (5 watt transmitter at 12")
Calibration	Two point field calibration for fresh air and standard reference gas
Sampling Pump	Internal integrated diaphragm pump with programmable "High" (400CC) and "Low" (300cc) flow rate settings
Low Flow Alarm	Auto shut off at low flow condition
Temperature	-4 to 113°F
Humidity	0 to 95% rH
Size	9.25" x 5.0" x 9.25"
Weight	8.5 pounds
Optional	Integrate GPS receiver
Approvals	UL & CSA: Class 1, Division II, Groups A, B, C, D
Frequency	902 to 928 MHz (License free)
RF Range	Up to 2 miles (900 MHz) extendable with RaeLink Repeaters

Ordering Information

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 4/4/13 CC mtg at the 5/21/13
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 4/14/13 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.

Departmental Correspondence

www.accessfayetteville.org

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

FROM: **Kit Williams**, City Attorney

DATE: **May 3, 2013**

RE: **Farmers' Market Ordinance possible further amendments**

Chairman Alan Long pointed out to me that the current version of the proposed Ordinance referred only to nonprofit entities as "Exhibitors" entitled to display space within the area of the Square the City Council is giving to the Farmers' Market. He believes, as do I, that the Aldermen's intent was to allow free speech entities, issue advocates, political candidates, etc. to also use this allotted Exhibitors' space. Since this was not within the Ordinance that you expressly adopted nor was this expressly spoken about during that meeting, I could not insert that into the proposed ordinance within the Final Agenda packet. Instead it is attached here and can be used as a further amendment at the City Council meeting if that is the City Council's wish.

Since I was preparing this new Amended Ordinance, I took the opportunity to correct an earlier change I had made in Section 1 when referring to the Rural Mountain Producers' Exchange as a "not for profit corporation". It is true that the Rural Mountain Producers' Exchange is not a charitable corporation, but it is incorporated officially as a "nonprofit corporation", so I changed this wording back to my originally correct form.

Alderman Petty suggested that I should be more clear that a midblock pedestrian aisle would not be required if the Farmers' Market was not actually occupying both sides of Block Avenue. Even though I believe this would be understood, I did put clarifying language in (B)(2) so there could be no confusion.

I also believe that a conflict exists between the proposed ordinance and the current Section 114.02 (C) which should be resolved. The proposed ordinance in Section 3 adds only "and have all appropriate permits," to the end of the last sentence in the current (3) *Articles permitted to be sold.* The list of things allowed to be sold does not include prepared foods, bakery items, coffee, etc. As you know, all of these prepared food items are now being sold on the Town Center Plaza which is controlled by the A & P Commission rather than the City of Fayetteville. The new ordinance allows "Prepared food vendors" in (B) (4) and "food trucks" in (B)(1). To make our Code section consistent, I added a sentence to Section 4 to allow the sale of local bakery goods, nuts, coffee, etc. and prepared food from the food trucks. This removes the inherent inconsistency that would exist without this addition.

I also added to (B)(4) Prepared food vendors to require they keep their area clean and litter free, have and service their own garbage container similar to what our Code now requires of sidewalk food vendors.

Finally, I added an express provision to ensure that the Fayetteville Animal Services division would be authorized to continue to occupy its normal area at Mountain Street and East Avenue.

I may not personally support major changes to the operation of the #1 Farmers' Market in the country, but as City Attorney, I will always try draft ordinances and resolutions that reflect the City Council's policy positions and are internally consistent.

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 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 (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 if both sides of the street are occupied by vendors or exhibitors (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 charitable corporations and free speech entities including issue campaigns and candidates. 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. Prepared food vendors must supply their own garbage container, ensure the area around their vending location remains constantly clean and litter free throughout their operation and prior to leaving and remove all of their equipment and the garbage container, the contents of which must be

properly disposed of in a private (not public) dumpster to which they have legal access.

(5) Animal Services corner. The City of Fayetteville Animal Services Division may continue to occupy its normal location in the intersection of Mountain Street and East Avenue for its pet adoption program and other uses."

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 and enacting a final sentence as follows:

"Food prepared by local vendors including baked goods from local bakeries, nuts, coffee, tea, non-alcoholic beverages, and items from approved food trucks may also be sold."

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:

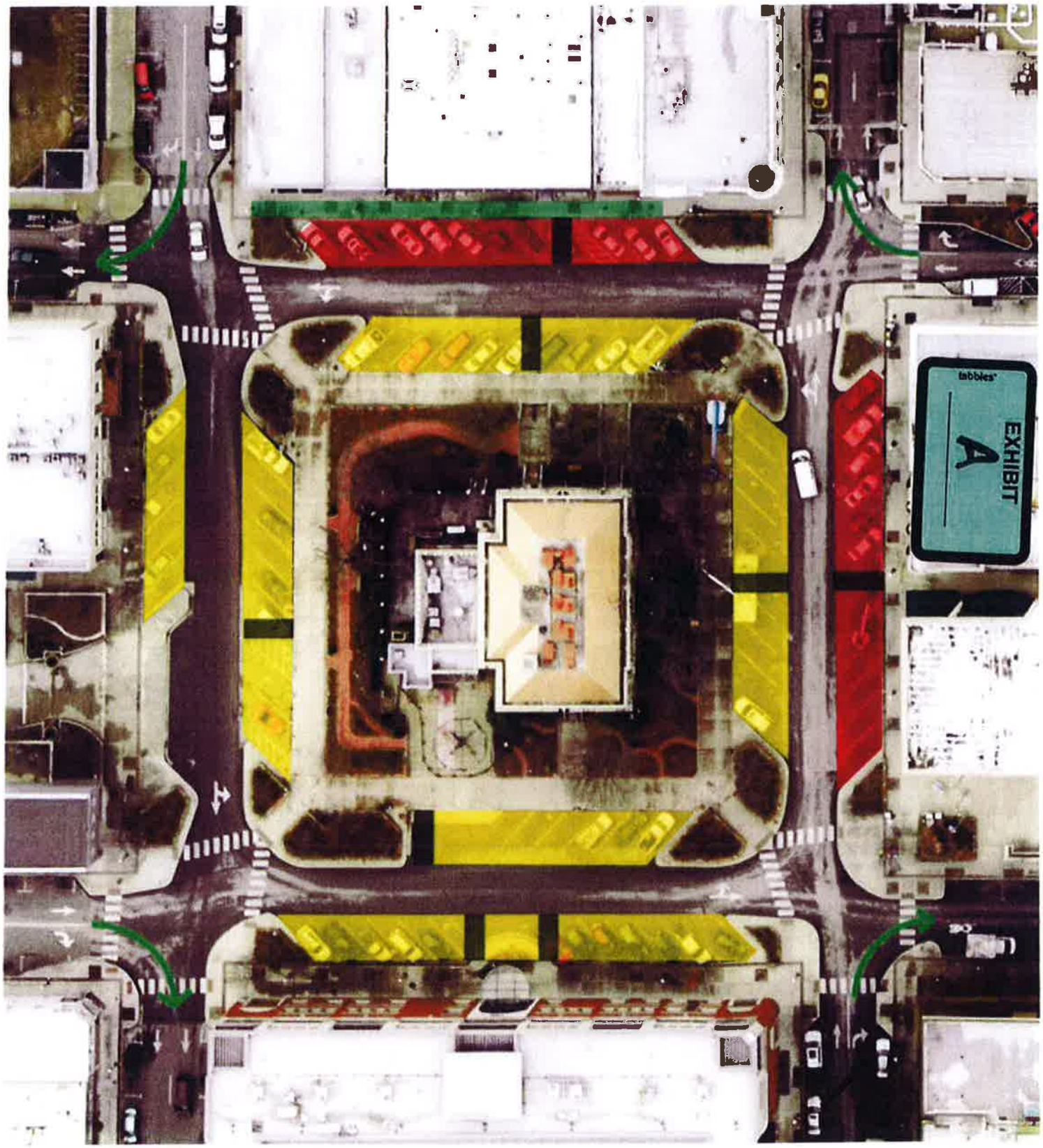
"(J) *Vendor fees.* The Rural Mountain Producers Exchange shall not adjust the fees it charges to vendors except by a vote of its full membership."

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



Current law

FAYETTEVILLE CODE OF ORDINANCES
TITLE XI BUSINESS REGULATIONS

CHAPTER 114: FOOD SALES

114.01 Drive-In Restaurants

(A) A drive-in restaurant, within the meaning of this chapter, shall be deemed to be any restaurant where meals, sandwiches, ice cream, or other food, is served directly to or is permitted to be consumed by patrons in automobiles, motorcycles, or other vehicles parked on the premises.

(B) Prohibited Acts.

(1) It shall be unlawful for any person, while on or adjacent to the premises of a drive-in restaurant, to race the motor of any car, to suddenly start or stop any car, or to make or cause to be made, any other loud or unseemly noise.

(2) It shall also be unlawful for any other person parked on the premises of such restaurant, to blow or cause to be blown any automobile horn or motorcycle horn at any time while so parked.

(3) It shall be unlawful for any patron or other person on the premises of a drive-in restaurant, whether in or out of an automobile, to drink any intoxicating beverage of any nature.

(4) It shall be unlawful for a group of three or more persons to congregate and linger at any location on the premises of a drive-in restaurant. Persons so congregating and lingering shall be deemed guilty of loitering. No person shall drive a motor vehicle on to the premises of a drive-in restaurant and then from said premises without parking such motor vehicle, unless there is no unoccupied parking space available on said premises.

(5) It shall be unlawful for any person to leave any unoccupied motor vehicle on any drive-in restaurant parking lot and to leave the premises thereof, except with the knowledge and consent of the operator of the restaurant.

(Code 1965, §§7A-1, 7A-3, 7A-4; Ord. No. 1706, 10-6-69; Code 1991, §114.01)

Cross reference(s)--Penalty, §114.99(A).

114.02 Farmer's Market

(A) *Establishment, location, and parking restrictions.* A farmers' market is hereby established in the city. This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the Downtown Square. In addition, on Saturdays only, parking spaces on the east side of the East Street on the Downtown Square shall be available for vendors by closing the street to through traffic. Vendors shall be permitted to park their vehicles at right angles to street curbs provided that no vehicle shall be permitted to extend into the street in such a manner as to obstruct the free flow of traffic, and no vehicle shall be parked within 15 feet of any fire plug. All public sidewalks around the Square shall remain freely available to the public with the inside two-thirds width of the sidewalks free from any tables, booths or displays. Farmers' Market vendors may occupy no more than one-third of the width of the sidewalk directly in front of their assigned parking space. As long as pedestrian traffic is not obstructed or hindered, the corners of the Square's sidewalks and any unoccupied space around the outside third of the sidewalk can be used during the authorized hours and days of the Farmers' Market for government communication, free speech and acoustic music purposes. No sound amplification devices may be used.

(B) *Days and hours.* The Farmers' Market may be open and operating Tuesdays and Thursdays from 6:00 a.m. until 1:00 p.m. and on Saturdays from 6:00 a.m. until 2:00 p.m. from April until Thanksgiving.

(C) *Articles permitted to be sold.* The following articles may be sold at the marketplace established hereby: vegetables, honey, raw juices, molasses, fruit, and other produce grown by the vendor thereof, plants, art work, craft work, and other processed farm products produced by the vendor thereof. All products sold at the marketplace must be produced in compliance with all applicable regulations of the State Department of Health.

(D) *Sanitation.* At the close of each market day, each vendor shall be required to leave the marketplace in a clean and sanitary condition, free from debris and insects.

(E) *Fee.* The fee to be paid by each vendor for the use of the marketplace shall be $5.00 per year plus ten percent of gross proceeds realized by the vendor from sales at the marketplace.

(F) *Use of public streets for business prohibited; exception.* It shall be unlawful for any person to use any public street, public parking place, or public

No prepared foods authorized

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.

	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.

Lisa Branson - Re: Old Post Office, Farmer's Market, Closing Streets on the the Square

From: City Clerk
To: Aldermen
Date: 5/20/2013 7:17 AM
Subject: Re: Old Post Office, Farmer's Market, Closing Streets on the the Square

>>> "Adella Gray" adellag@cox.net> 5/18/2013 12:01 PM >>

Sandra,

Please forward this to all alderman as well as city attorney, chief of staff
and mayor.

Thank You,
Adella

-----Original Message-----
From: mrisk@dluxlink.com [mailto:mrisk@dluxlink.com]
Sent: Saturday, May 18, 2013 11:14 AM
To: adellag@cox.netSubject: Old Post Office, Farmer's Market, Closing Streets on the the Square

May 18, 2013

Dear Adella Gray:

My name is Mark Risk. I am writing you this note concerning the board's discussion of closing off the streets surrounding the Fayetteville Square for the Farmer's Market. I have had the Old Post Office (OPO) building at the center of the square for sale since last August. It has been a challenge to market. We currently have the building under contract, however; the buyer is concerned about the access to the OPO building during the times of the Farmer's Market.

The only vehicular access to the OPO is via a deeded easement from East Ave. to the loading dock on the east side of the building. All other access is via deeded easements along the existing sidewalks that traverse the City Park which encompasses the OPO building. We are concerned that the owner of the OPO, and his delivery men, will not be able to access his building by vehicle during the hours of the Farmer's Market. We believe the owner has a right to access his building at all times. All other buildings around the square have access to their building's rear entrance and are not as isolated as the OPO is by closing the streets around the square.

I have been told by many people, including past operators of the restaurants who have occupied the OPO that the Farmer's Market had hurt their business. I would like to think the OPO and Farmer's Market could co-exist. Please

don't choke the center of our square by allowing the Farmer's Market to take it over 3 days a week.

Sincerely,

Mark E. Risk
118 N.East Ave.
Fayetteville, AR
479-442-0762 (ofc.)
479-841-5404 (cell)

This message was sent using Endymion MailMan.
http://www.endymion.com/products/mailman/

Sondra Smith - Market closing

From: Dr James R Hunt <jmar34@sbcglobal.net>
To: <rhondadamsward4_pos1@ci.fayetteville.ar.us>, <adellagrayward1_pos1@ci.fayetteville.ar.us>, <ljordan@ci.fayetteville.ar.us>, <dmarr@ci.fayetteville.ar.us>, <ward3_pos2@ci.fayetteville.ar.us>, <ssmith@ci.fayetteville.ar.us>, <W3_pos1@cifayetteville.ar.us>, <kwilliams@ci.fayetteville.ar.us>
Date: 5/7/2013 11:20 AM
Subject: Market closing

We are watching with interest as you progress toward closing more portions of the square for the Market. It has become increasingly
difficult for seniors to enjoy the market and all it provides with the dogs. Our gait is unsteady at times and a dog pushing against you
and/or wrapping a leash around your legs causing us to just not participate any longer or try to come very early, if possible. We are
just as concerned about the parking situation for disability shoppers and will listen/watch/read to see how this issue is addressed.
Getting old is not for the faint hearted and we are fighting all along the way, but can use some help occasionally!
Thanks for thinking of us. mjh

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

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:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

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.

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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. 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

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 — 04.26.2013 Date

City Attorney — 5/1/13 Date

Finance and Internal Services Director — 5-2-2013 Date

Chief of Staff — 5-2-13 Date

Mayor — 5/6/13 Date

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:

Left on the First Reading at the 5/21/13 CC mtg.

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.

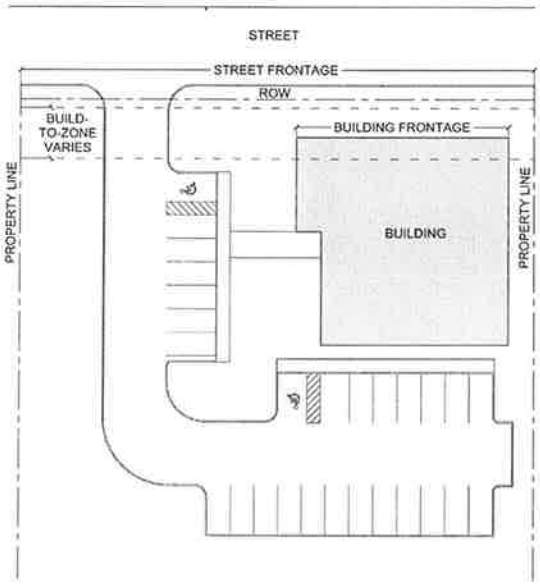
(B) *Lot with one street frontage.*

(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



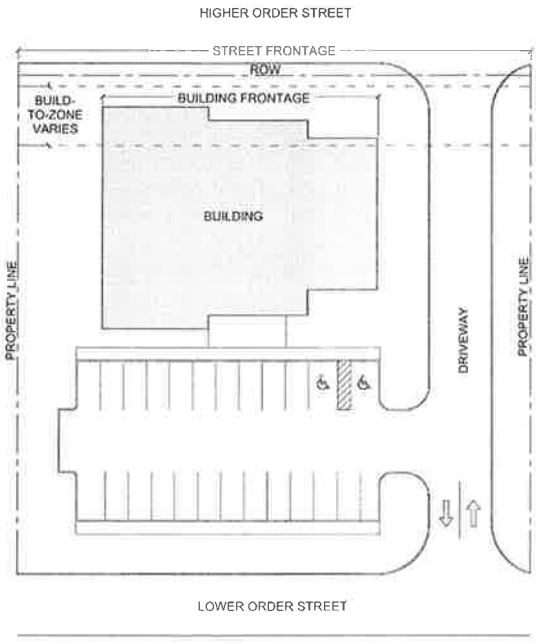
(C) *Through lot.*

(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.

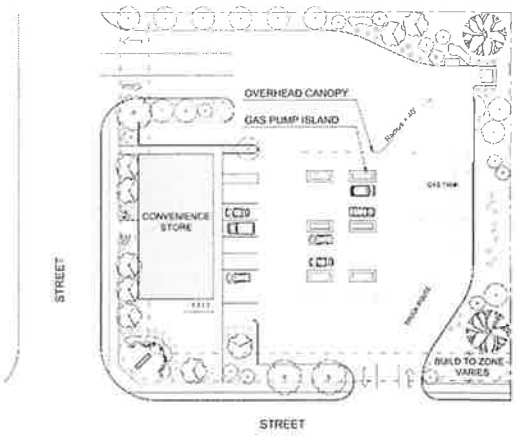
(b) These facilities shall locate the building's principal façade within the build-to zone. Supplemental elements shall be utilized to make up the remaining minimum buildable street frontage requirement for the development site.

(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;

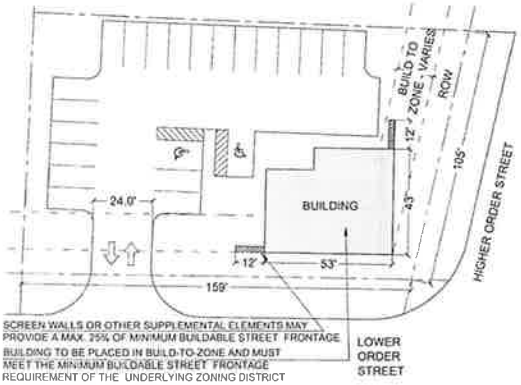
(2) Functional outdoor space with an overhead structure and a minimum depth of six feet, such as a porch, outdoor dining area or courtyard;

(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.

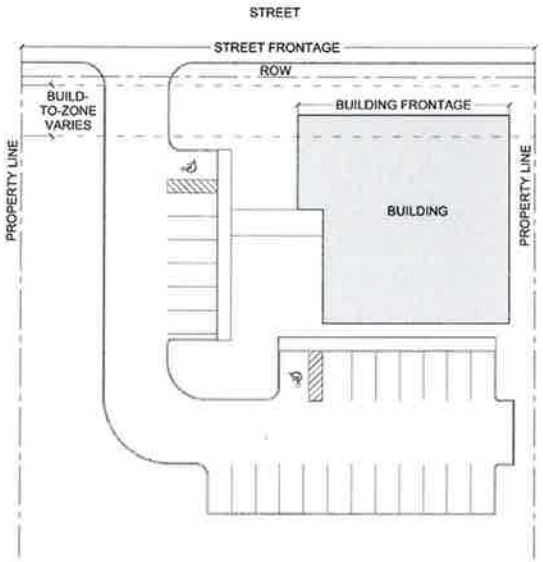
(B) *Lot with one street frontage*.

(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



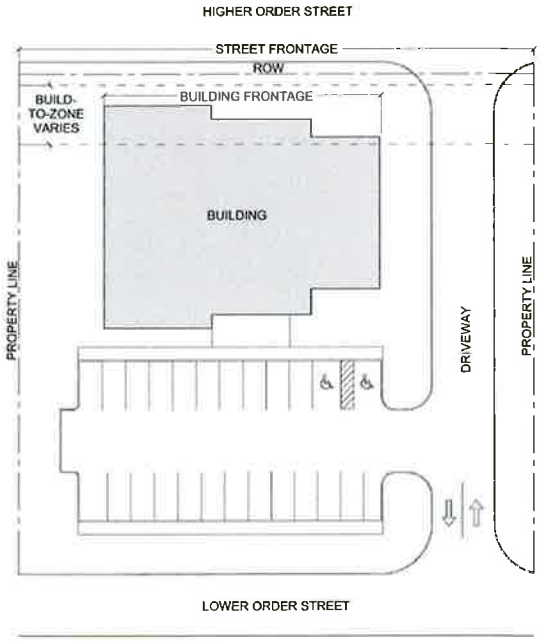
(C) *Through lot*.

(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.

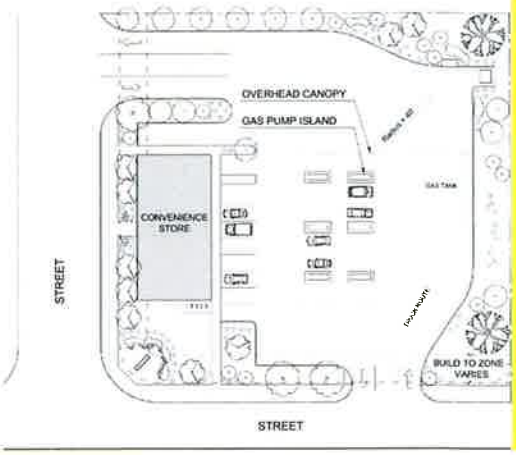
(b) These facilities shall locate the building's principal façade within the build-to zone. Supplemental elements shall be utilized to make up the remaining minimum buildable street frontage requirement for the development site.

(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;

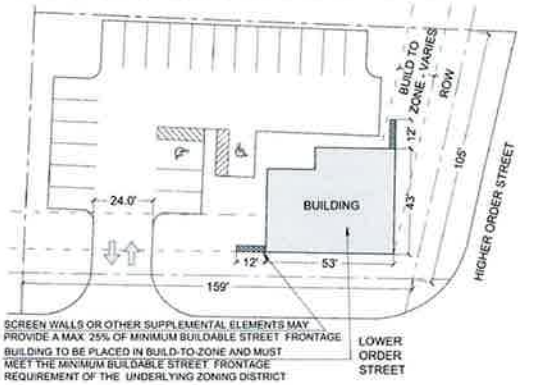
(2) Functional outdoor space with an overhead structure and a minimum depth of six feet, such as a porch, outdoor dining area or courtyard;

(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

6/4/2013
City Council Meeting Date
Agenda Items Only

Quin Thompson	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

RZN 13-4360: Rezone (693 W. NORTH ST./RANDLE, 444): Submitted by BLEW AND ASSOCIATES for property located at 693 WEST NORTH STREET. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL and contains approximately 2.44 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

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 — 05.16.2013 Date

City Attorney — 5-16-13 Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director — 5-17-2013 Date

Received in City Clerk's Office 05-15-13P01:44 RCVD

Chief of Staff — 5-20-13 Date

Received in Mayor's Office ENTERED 5/17/13

Mayor — 5/20/13 Date

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: Quin Thompson, Current Planner

Date: May 15, 2013

Subject: RZN 13-4360: Rezone (693 W. NORTH STREET / RANDLE)

RECOMMENDATION: Staff and the Planning Commission recommend approval of an ordinance to rezone the subject property, consisting of multiple parcels containing approximately 2.44 acres in total, from the I-1, Heavy Commercial and Light Industrial, to CS, Community Services.

BACKGROUND: The subject property is located at 693 & 701 North Street. The property is within the I-1, Heavy Commercial and Light Industrial zoning district and contains assorted buildings associated with the former RANCO Lumberyard. Since the time of RANCO, the neighborhood surrounding this site has seen concentrated development of properties for commercial, office, and residential uses.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as **City Neighborhood Area.*** These areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types. Non-residential uses range in size, variety and intensity from commercial retail to and offices to churches, and are typically located at corners and along connecting corridors.

COMPATIBILITY: Staff feels that the CS zone is appropriate for this property and will serve to limit uses currently permitted by right in the I-1 zone, which are more likely to adversely impact surrounding area than those allowed under the proposed zoning district.

DISCUSSION: This item was heard at the Planning Commission meeting May 13, 2013. There was no public comment. Staff recommended in favor of the proposed zoning. The Planning Commission voted 8-0-0 to support the rezoning request.

BUDGET IMPACT: None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 13-4360, FOR APPROXIMATELY 2.44 ACRES, LOCATED AT 693 WEST NORTH STREET FROM I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL, TO CS, COMMUNITY SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from I-1, Heavy Commercial and Light Industrial to CS, Community Services, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and **APPROVED** this day of , 2013.

APPROVED: ATTEST:

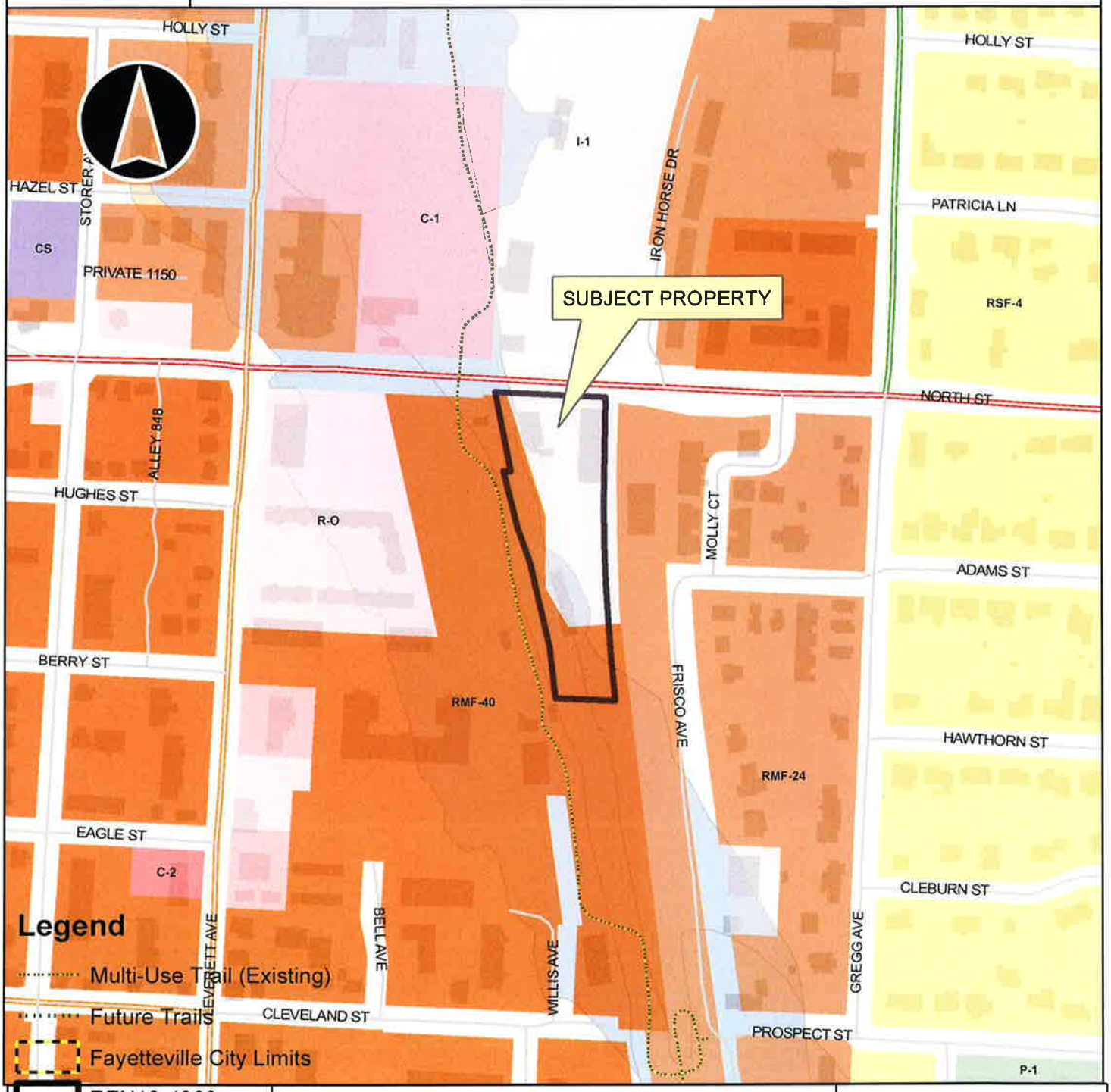
By: _____ By: _____
LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

EXHIBIT "A"

RZN13-4360

Close Up View

RANDLE



Overview

RZN13-4360

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

Planning Area

0 125 250 500 750 1,000 Feet

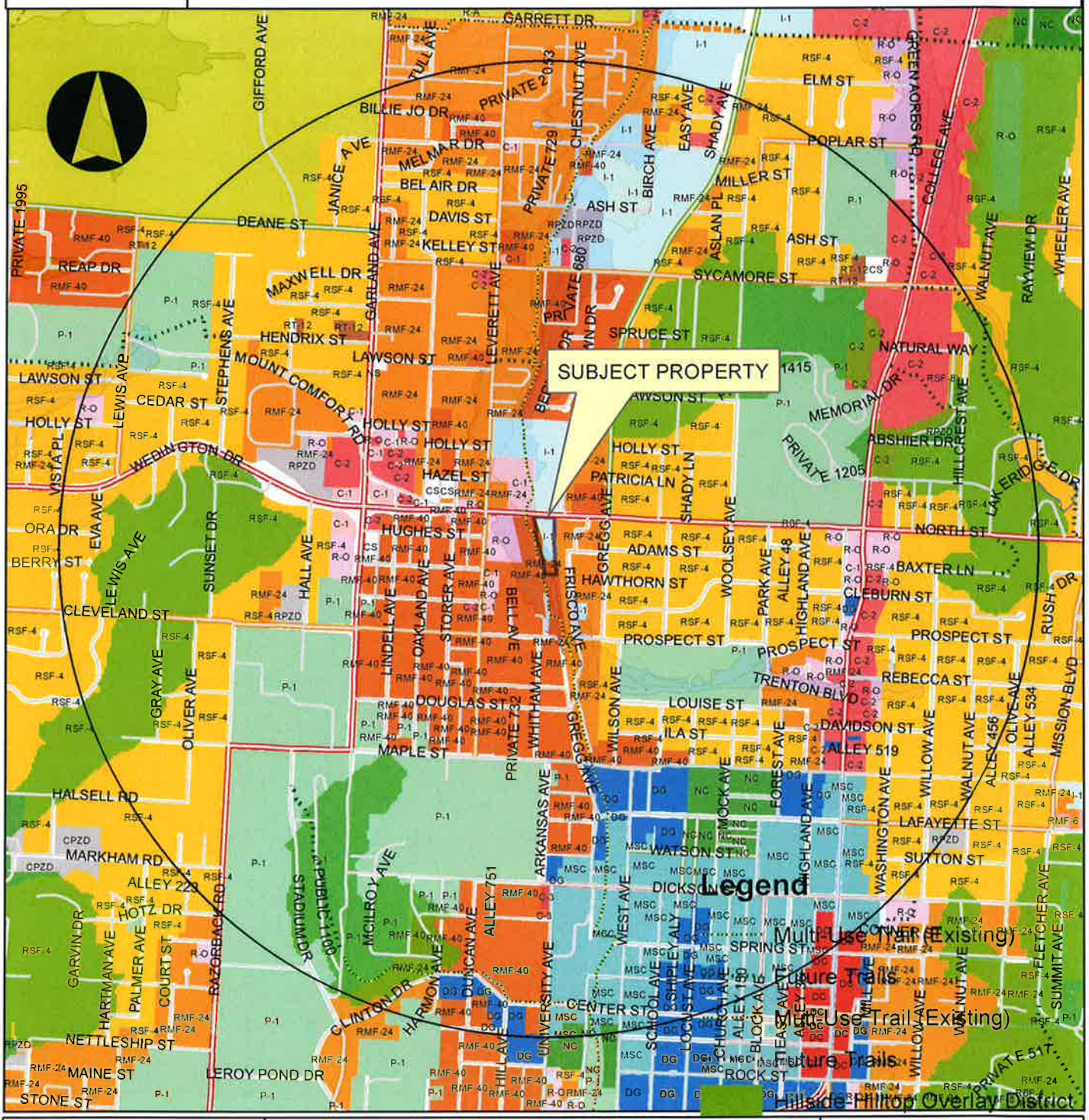
EXHIBIT "B"
RZN 13-4360

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N87°13'26"W 572.96' AND S02°46'34"W 30.25' FROM THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT, SAID POINT BEING A FOUND IRON PIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF NORTH STREET AND THE WEST RIGHT-OF-WAY OF THE ARKANSAS & MISSOURI RAILROAD, THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING 2 COURSES: S00°56'25"W 219.82' TO A SET IRON PIN, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3668.35', HAVING A CHORD BEARING AND DISTANCE OF S03°12'42"E 407.26' TO A SET IRON PIN, THENCE LEAVING SAID WEST RIGHT-OF-WAY AND RUNNING N87°30'50"W 124.88' TO A FOUND IRON PIN, SAID POINT BEING ON THE WEST BANK OF A CREEK, THENCE ALONG SAID WEST BANK THE FOLLOWING 4 COURSES: N06°23'41"W 105.65' TO A SET IRON PIN, THENCE N12°46'36"W 177.56' TO A SET IRON PIN, THENCE N19°40'38"W 81.51' TO A SET IRON PIN, THENCE N14°00'24"W 117.20' TO A FOUND IRON PIN, THENCE LEAVING SAID WEST BANK AND RUNNING S87°14'48"E 15.75' TO THE CENTERLINE OF SAID CREEK, THENCE ALONG SAID CENTERLINE N11°15'40"W 167.48' TO THE INTERSECTION OF SAID CENTERLINE AND THE SOUTH RIGHT-OF-WAY OF NORTH STREET, THENCE ALONG SAID SOUTH RIGHT-OF-WAY S87°13'26"E 229.65' TO THE POINT OF BEGINNING. CONTAINING 2.44 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

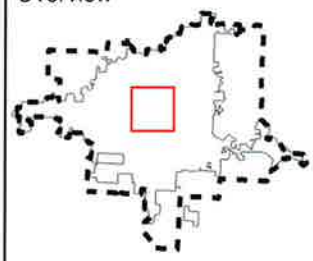
RZN13-4360

One Mile View

RANDLE



Overview



Legend

Subject Property

RZN13-4360

Boundary

RZN13-4360

Design Overlay District

Planning Area

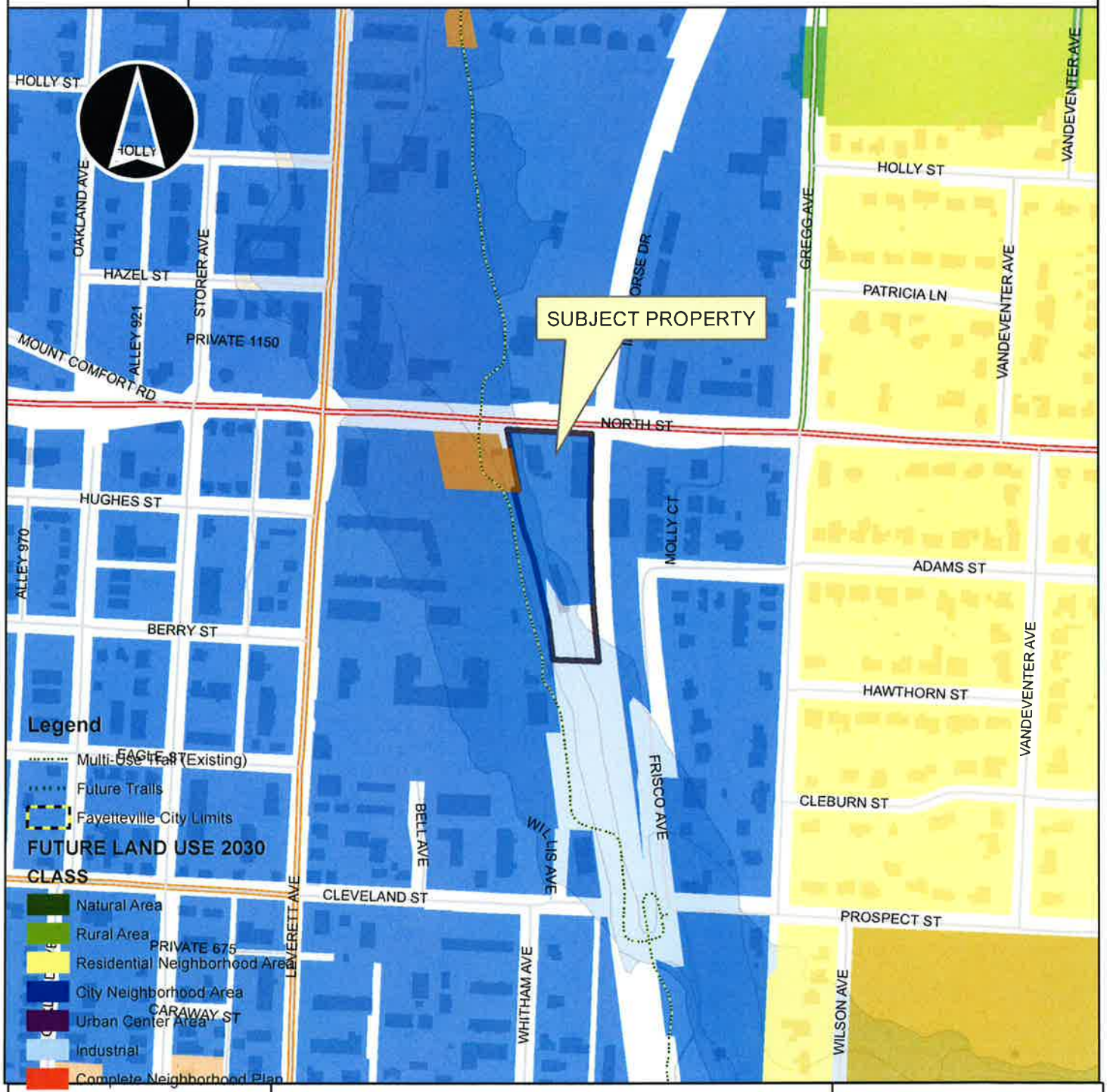
Fayetteville

0 0.25 0.5 1 Miles

RZN13-4360

Future Land Use

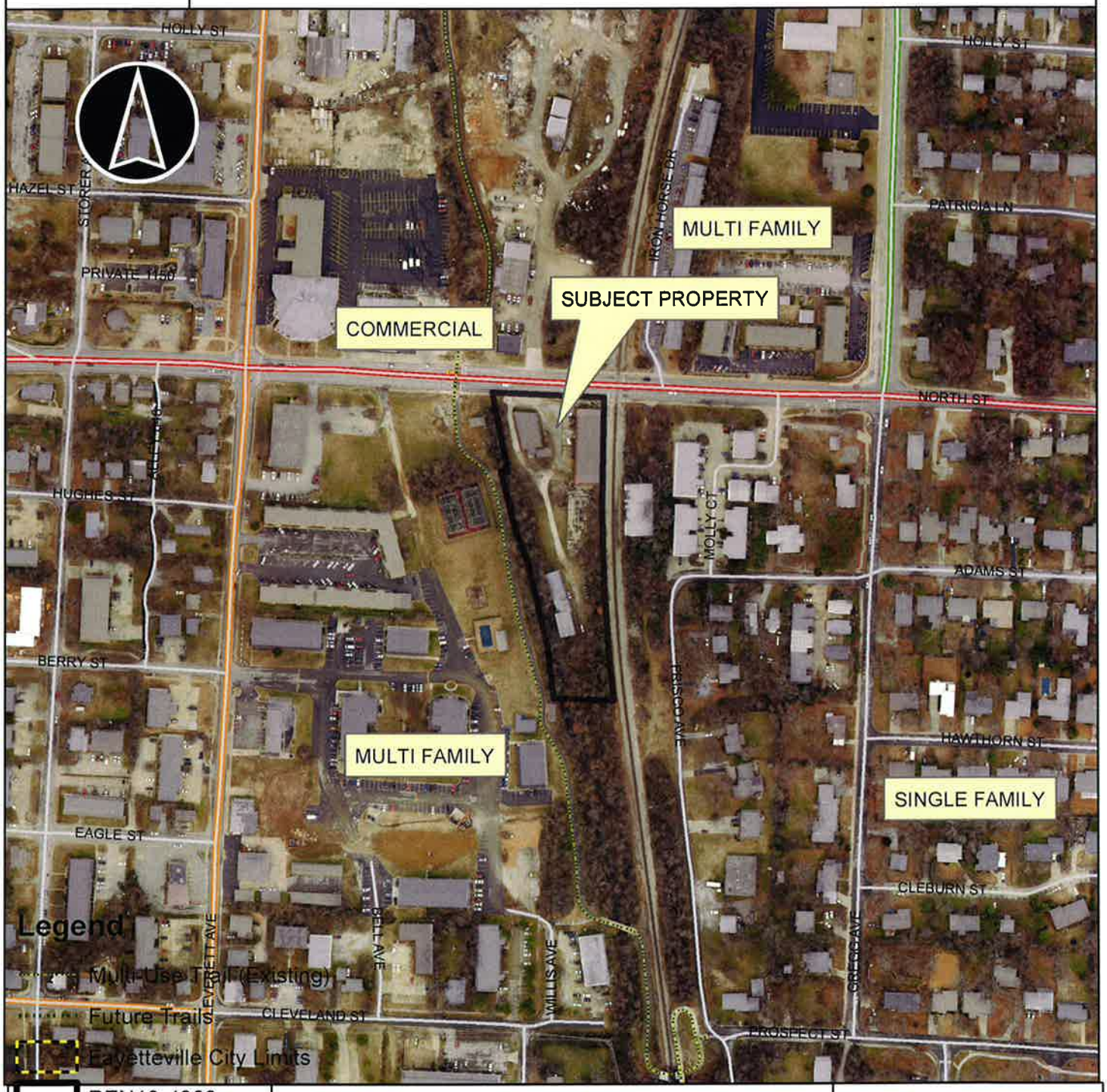
RANDLE



RZN13-4360

Current Land Use

RANDLE



Overview

- RZN13-4360
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 Feet

Fayetteville
ARKANSAS

PC Meeting of May 13, 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: Quin Thompson, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~May 6, 2013~~ UPDATED 5-14-2013

RZN 13-4360: Rezone (693 W. NORTH ST./RANDLE, 444): Submitted by BLEW AND ASSOCIATES for property located at 693 WEST NORTH STREET. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL and contains approximately 2.44 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Planner: Quin Thompson

BACKGROUND:

Property and Background: The subject property is located at 693 & 701 North Street. The property is within the I-1 zoning district and contains assorted buildings associated with the former RANCO Lumberyard that was served by the adjacent rail system. In recent years the buildings have been empty or in varied manufacturing use; Brooks Graphics, for example was located in the west building until last year. The City has literally grown around this site, with the addition of commercial, office, and residential developments over a period of many years. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Former Tune Concrete works	I-1, Heavy Commercial and Light Industrial
South	Undeveloped / Multi-Family Residential	Undeveloped/RMF-40, Residential Multi-Family, 40 Units Per Acre
East	Multi-Family Residential	RMF-24, Residential Multi-Family, 24Units Per Acre
West	Multi-Family Residential	RMF-40, Residential Multi-Family, 40 Units Per Acre

Request: The request is to rezone the property from I-1, Heavy Commercial and Light Industrial, to CS, Community Services to allow for uses more appropriate to the neighborhood today.

Public Comment: Staff has not received public comment.

RECOMMENDATION:

Staff recommends forwarding RZN 13-4360 to the City Council with a recommendation for **approval** based on findings stated herein.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: May 13, 2013	❒ **Tabled**	X **Forwarded**	❒ **Denied**
Motion: CHESSER	**Second: WINSTON**	**Vote: 8-0-0**	
CITY COUNCIL ACTION:	**Required**	**YES**	
	❒ **Approved**	❒ **Denied**	
Date:			

INFRASTRUCTURE:

Streets: The site has access to North Street, a four-lane Principal Arterial street. Street improvements within and adjacent to the property will be evaluated at the time of development.

Water: Public water is available to the property. There are 8" and 12" mains along North Street. Public water main improvements may be necessary to provide fire flow for domestic service for any proposed development.

Sewer: Sanitary sewer is available to the site. There is an 8" main adjacent to the property. Capacity will be evaluated at the time of development.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is affected by the 100-year floodplain and the Streamside Protection Zones.

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 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as* ***City Neighborhood Area.*** These areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types. Non-residential uses range in size, variety and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors.

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: **This property contains remnants of past industrial uses along the railroad corridor. The remainder of the neighborhood, has, however, developed with medium density housing and a variety of commercial and office buildings. The proposal to rezone the property to CS, Community Services will allow the property to be used for commercial or residential opportunities that are consistent with surrounding land uses. Further, the proposed zoning will be consistent with the Future Land Use Map designation as a City Neighborhood Area. This designation supports a wide variety of land uses and intensities, including non-residential uses at corners and along corridors.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The proposed rezoning is justified due to the fact that the current industrial zoning designation is incompatible with surrounding properties. The proposed zoning will allow the owner to utilize the property for residential and light commercial uses, which are compatible with the neighborhood.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The site access is located between a trail crossing and railroad crossing, so traffic speeds are relatively slow in this area as a result. Changing the zoning classification from industrial to mixed use may increase traffic volumes, but not to a point that would increase in traffic danger and congestion.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from industrial to mixed use will allow for the development of residential housing. However, the amount of housing that could be developed on the lot is relatively small and should not undesirably increase the load on public services. The Police and Fire Departments have reviewed the rezoning request and have no objections to the proposal.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted

under its existing zoning classifications;

b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

To Whom It May Concern:

Ranco Properties LLC is the owner of 693 and 701 West North Street. The David S. Randle Trust owns Ranco Properties LLC. The members of Ranco Properties LLC are David S. and Jeane Randle. The property manager is David W. Randle. The Randle family has owned this property since the early 1960s. Over the many years, the property has been used mostly for Industrial purposes. However, with the change in the neighborhood to more residential uses as well as the proximity to the biking trail, Ranco Properties LLC requests that the zoning be changed from "Industrial 1 to Community Services." The "Community Services" zoning will allow for more retail development in support of the growing community and biking trail system.

Thank you for your consideration,

David W. Randle
Manager, Ranco Properites LLC

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

MEMORANDUM

To: Jeremy Pate

From: Captain Kenny Yates

Date: 4/25//13

Subject: RZN 13-4360

This document is in response to the request for comments on proposed RZN 13-4360 (693 North St. / Randle, 444): submitted by Blew and Associates, for property located at 693 W. North Street..

It is the opinion of the Fayetteville Police Department that this RZN (13-4360), 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.

From: Mark Stevens
To: Slone, Amy
CC: Hunt, Harley
Date: 4/24/2013 11:36 AM
Subject: Re: zoning review - items due April 26th

Amy,

Based on the information provided and the zoning changes requested the Fire Department has no emergency response issues with the 3 zoning change requests.

If you have any further questions please contact me.

Regards

Captain Mark Stevens
Asst. Fire Marshal
City of Fayetteville Fire Dept.
479-444-3448
Email:
mstevens@ci.fayetteville.ar.us

TDD: (Telecommunications Device for the Deaf) (479) 521-1316

Fire Sprinklers Systems save Fire Fighters lives too!

>>> Amy Slone 4/24/2013 10:17 AM >>>
Zoning Review Team:

See the requests below for 3 properties requesting rezoning. Please review these items and respond to this email by the end of the day April 26th, 2013. Let me or the planner assigned to each item know if you have any questions. Maps indicating the project location are also attached.

Thanks,

RZN 13-4363: Rezone (2269 N. HENBEST RD./NELMS, 325): Submitted by JORGENSEN AND ASSOCIATES for property located at 2269 NORTH HENBEST ROAD. The properties are zoned R-A, RESIDENTIAL-AGRICULTURAL, RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and C-2, THOROUGHFARE COMMERCIAL and contain approximately 5.77 acres. The request is to rezone these properties to CS, COMMUNITY SERVICES and C-2, THOROUGHFARE COMMERCIAL.
Planner: Jesse Fulcher

RZN 13-4369: Rezone (4253 N. CROSSOVER RD./VISTA HEALTH, 138): Submitted by COOVER CONSULTANTS for property located at 4253 NORTH CROSSOVER ROAD. The property is zoned R-O, RESIDENTIAL OFFICE and C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 9.94 acres. The request is to rezone the property to P-1, Institutional.
Planner: Quin Thompson

RZN 13-4360: Rezone (693 W. NORTH ST./RANDLE, 444): Submitted by BLEW AND ASSOCIATES for property located at 693 WEST NORTH STREET. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL and contains approximately 2.44 acres. The request is to rezone the property to CS,

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

Jesse Fulcher	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

RZN 13-4363: Rezone (2269 N. HENBEST RD./NELMS, 325): Submitted by JORGENSEN AND ASSOCIATES for properties located at 2269 NORTH HENBEST ROAD. The properties are zoned R-A, RESIDENTIAL-AGRICULTURAL, RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, AND RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contain approximately 5.77 acres. The request is to rezone the properties to CS, COMMUNITY SERVICES AND C-2, THOROUGHFARE COMMERCIAL.

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 — 05-16-2013 Date

City Attorney — 5-16-13 Date

Finance and Internal Services Director — 5-17-2013 Date

Chief of Staff — 5-20-13 Date

Mayor — 5/20/13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — 05-16-13 P01:45 RCVD 5-16-13

Received in Mayor's Office — ENT 5/17/13 PH

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: May 16, 2013

Subject: RZN 13-4363: Rezone (2269 N. HENBEST RD./NELMS)

RECOMMENDATION: Staff and the Planning Commission recommend approval of an ordinance to rezone approximately 4.22 acres to CS, Community Services and 1.55 acres to C-2, Thoroughfare Commercial.

BACKGROUND: The subject property is bounded by Mount Comfort Road, Shiloh Drive and Henbest Drive. The northeast 4.5 acres is zoned C-2, Thoroughfare Commercial and is developed with an Adventure Subaru dealership that was completed in 2012. The Planning Commission approved a conditional use that allows a portion of the parking lot (not display) to cross over the zoning line that transects the property (see map attached).

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as* ***City Neighborhood Area.*** These areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types. Non-residential uses range in size, variety and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors.

COMPATIBILITY: This particular property is unique due to the close proximity to I-540 and established residential neighborhoods. It is both a highly visible highway node and transition zone. The Future Land Use Map designates this property as City Neighborhood Area, which supports a wide variety of land uses and intensities, including non-residential uses at corners and along corridors. The proposal to rezone a small portion of the property next to the dealership to C-2, Thoroughfare Commercial and the remainder to CS, Community Services will allow non-residential development, consistent with this designation, and start a transition from the highway into the neighborhood.

The Community Services zoning will be extended to the west and south property boundaries and should provide the protection for and transition to adjoining properties prescribed by the City Neighborhood Area designation. The design standards applied to this zoning designation encourage traditional town form, Goal 3 of City Plan 2030. This includes standards that address building scale, massing, and appearance. Put another way, these standards encourage pedestrian friendly, mixed-use developments that are sensitive to surrounding residential uses, and utilize principles of traditional design.

DISCUSSION: This item was heard at the Planning Commission meeting May 13, 2013. There was no public comment. Staff recommended in favor of the proposed zoning. The Planning Commission voted 8-0-0 to support the rezoning request.

BUDGET IMPACT: None.

ORDINANCE NO.

AN ORDINANCE REZONING THE PROPERTIES DESCRIBED IN REZONING PETITION RZN 13-4363, FOR APPROXIMATELY 5.77 ACRES, LOCATED AT 2269 NORTH HENBEST ROAD FROM R-A, RESIDENTIAL AGRICULTURAL, RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, AND RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, TO CS, COMMUNITY SERVICES AND C-2 THOROUGHFARE COMMERCIAL.

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 properties from R-A, Residential Agricultural, RSF-4, Residential Single-Family, 4 units per acre, and RMF-24, Residential Multi-Family, 24 units per acre, to CS, Community Services and C-2, Thoroughfare Commercial, 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 changes provided in Section 1.

PASSED and **APPROVED** this day of , 2013.

APPROVED: ATTEST:

By: _____ By: _____

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

EXHIBIT "A"

RZN13-4363

Close Up View

NELMS

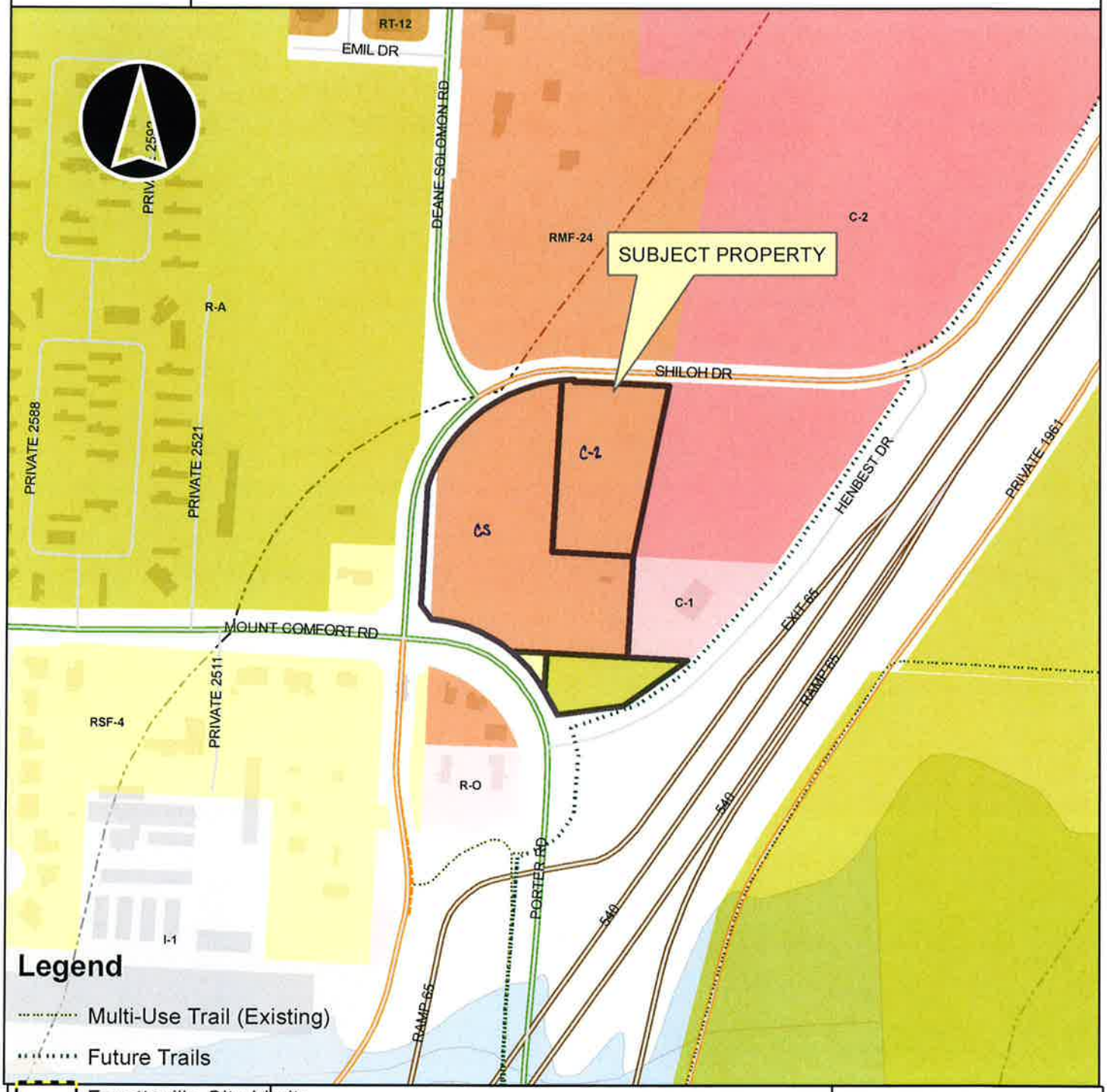


EXHIBIT "B"
RZN 13-4363

LEGAL DESCRIPTION: (PARCEL #765-13614-001 RSF-4 TO CS)
A PART OF THE NE1/4 OF THE SE1/4 OF SECTION 6, T16N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID NE1/4, SE1/4 THENCE S03°57'12"W 78.32 FEET TO THE NORTH RIGHT OF WAY OF MT. COMFORT ROAD, THENCE ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT 106.68 FEET, SAID CURVE HAVING A RADIUS OF 290.50 FEET AND A CHORD BEARING AND DISTANCE OF N39°45'07"W 106.08 FEET, THENCE LEAVING SAID RIGHT OF WAY S87°19'26"E 73.31 FEET TO THE P.O.B.; CONTAINING 0.06 ACRES MORE OR LESS.

LEGAL DESCRIPTION: (PARCEL #765-13579-001 R-A TO CS)
A PART OF THE NW1/4 OF THE SW1/4 OF SECTION 5, T16N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID NW1/4, SW1/4 THENCE S86°51'20"E 287.30 FEET TO THE WEST RIGHT OF WAY OF HENBEST DRIVE, THENCE ALONG SAID RIGHT OF WAY S54°39'40"W 161.39 FEET, THENCE S82°23'40"W 134.51 FEET, THENCE ALONG THE NORTH RIGHT OF WAY OF MT. COMFORT ROAD N29°13'54"W 55.90 FEET, THENCE LEAVING SAID RIGHT OF WAY N03°57'12"W 78.32 FEET TO THE P.O.B.; CONTAINING 0.56 ACRES MORE OR LESS.

LEGAL DESCRIPTION: (PART OF PARCEL #765-13581-000 RMF-24 TO CS)
A PART OF THE SE1/4 OF THE SE1/4 OF SECTION 6 AND A PART OF THE SW1/4 OF THE NW1/4 OF SECTION 5 ALL IN T16N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID SE1/4, SE1/4 THENCE S87°19'26"W 73.31 FEET TO THE NORTH RIGHT OF WAY OF MT. COMFORT ROAD, THENCE ALONG SAID RIGHT OF WAY AND ALONG A CURVE TO THE LEFT 179.30 FEET, SAID CURVE HAVING A RADIUS OF 290.50 FEET AND A CHORD BEARING AND DISTANCE OF N67°57'14"W 176.47 FEET, THENCE N37°01'50"W 37.15 FEET, THENCE ALONG THE EAST RIGHT OF WAY OF SHILOH DRIVE N03°00'32"E 245.40 FEET, THENCE ALONG A CURVE TO THE RIGHT 372.16 FEET, SAID CURVE HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF N51°39'38"E 352.16 FEET, THENCE LEAVING SAID RIGHT OF WAY AND ALONG THE SECTION LINE S03°02'35"W 355.04 FEET, THENCE S86°57'36"E 27.82 FEET, THENCE S86°57'36"E 136.40 FEET, THENCE S03°02'24"W 208.89 FEET, THENCE N86°51'20"W 164.22 FEET TO THE P.O.B.; CONTAINING 3.60 ACRES MORE OR LESS.

LEGAL DESCRIPTION: (PART OF PARCEL #765-13581-000 & 765-13555-003 RMF-24 TO C-2)
A PART OF THE NW1/4 OF SECTION 5, T16N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID NW1/4 THENCE N03°02'35"E 208.59 FEET TO THE P.O.B., THENCE N03°02'35"E 355.04 FEET TO THE SOUTH RIGHT OF WAY OF SHILOH DRIVE AND

ALONG SAID RIGHT OF WAY AND ALONG A CURVE TO THE RIGHT 24.97 FEET, SAID CURVE HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF N86°39'58"E 24.97 FEET, THENCE S02°33'40"W 5.01 FEET, THENCE ALONG A CURVE TO THE RIGHT 20.96 FEET, SAID CURVE HAVING A RADIUS OF 320.00 FEET AND A CHORD BEARING AND DISTANCE OF S89°18'53"E 20.95 FEET, THENCE S87°26'20"E 171.97 FEET, THENCE S11°37'01"W 359.12 FEET, THENCE N86°57'36"W 136.40 FEET, THENCE N86°57'36"W 27.82 FEET TO THE P.O.B.; CONTAINING 1.55 ACRES MORE OR LESS.

Fayetteville
ARKANSAS

PC Meeting of May 13, 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: ~~May 6, 2013~~ *Updated May 16, 2013*

RZN 13-4363: Rezone (2269 N. HENBEST RD./NELMS, 325): Submitted by JORGENSEN AND ASSOCIATES for property located at 2269 NORTH HENBEST ROAD. The properties are zoned R-A, RESIDENTIAL-AGRICULTURAL, RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and C-2, THOROUGHFARE COMMERCIAL and contain approximately 5.77 acres. The request is to rezone the properties to CS, COMMUNITY SERVICES and C-2, THOROUGHFARE COMMERCIAL. Planner: Jesse Fulcher

BACKGROUND:

Property and Background: The subject property is bounded by Mount Comfort Road, Shiloh Drive and Henbest Drive. The northeast 4.5 acres is zoned C-2, Thoroughfare Commercial and is developed with an Adventure Subaru dealership that was completed in 2012. The Planning Commission approved a conditional use that allows a portion of the parking lot (not display) to cross over the zoning line that transects the property (see map attached). Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped	RMF-24, Residential Multi-family/C-2, Thoroughfare Commercial
South	Residential	P-1, Institutional, C-2, Thoroughfare Commercial, RSF-4, Residential Single-family
East	Office/I-540	C-1, Neighborhood Commercial, RMF-24, Residential Multi-family and RSF-4, Residential Single-family
West	Residential	RSF-4, Residential Single-family, R-A, Residential Agricultural

Request: The applicant requests to rezone approximately 4.22 acres to CS, Community Services and approximately 1.55 acres to C-2, Thoroughfare Commercial.

Public Comment: Staff has not received public comment.

RECOMMENDATION:

Staff recommends forwarding the rezoning request (RZN 13-4363 HENBEST/NELMS) to the City Council with a recommendation of approval based on findings stated herein.

PLANNING COMMISSION ACTION:		**Required**	**YES**
Date: May 13, 2013	❒ **Tabled**	☑ **Forwarded**	❒ **Denied**
Motion: Cook	**Second: Autry**	**Vote: 8-0-0**	
CITY COUNCIL ACTION:		**Required**	**YES**
	❒ **Approved**	❒ **Denied**	
Date:			

INFRASTRUCTURE:

Streets: The site has access to Mount Comfort Road (Minor Arterial), Shiloh Drive (Minor Arterial) and Henbest Drive (Local Street). Mount Comfort was recently widened to a four-lanes and Shiloh was re-routed to created a four-way signalized intersection. Street improvements within and adjacent to the property will be evaluated at the time of development.

Water: Public water is available to the property. There are 8" and 12" mains adjacent to the property. Public water main improvements may be necessary to provide fire flow for domestic service for any proposed development.

Sewer: Sanitary sewer is available to the site. There is an 8" main adjacent to the property. Capacity will be evaluated at the time of development.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain or the Streamside Protection Zones.

Fire: 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 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as* ***City Neighborhood Area.*** These areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types. Non-residential uses range in size, variety and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors.

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: **This particular property is unique due to the close proximity to I-540 and established residential neighborhoods. It is both a highly visible highway node and transition zone. The Future Land Use Map designates this property as City Neighborhood Area, which supports a wide variety of land uses and intensities, including non-residential uses at corners and along corridors. The proposal to rezone a small portion of the property next to the dealership to C-2, Thoroughfare Commercial and the remainder to CS, Community Services and will allow non-residential development, consistent with this designation, and start a transition from the highway into the neighborhood.**

The Community Services zoning will be extended to the west and south property boundaries and should provide the protection for and transition to adjoining properties prescribe by the City Neighborhood Area designation. The design standards applied to this zoning designation encourage traditional town form, Goal 3 of City Plan 2030. This includes standards that address building scale, massing, and appearance. Put another way, these standards encourage pedestrian friendly, mixed-use developments that are sensitive to surrounding residential uses, and utilize principals of traditional design.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The property owners have indicated in their request letter that the space available to the dealership is insufficient to accommodate the volume of new and used vehicle to maintain the sales rate. The dealership, which was completed in 2012, was designed to handle a steady increase in annual growth. However, the demand has exceeded expectations and they are have had to unload inventory in the field next to the dealership and even store inventory at the old College Avenue dealership, which is closed. Rezoning a portion of the property to C-2 will allow the dealership to utilize a portion of the existing parking lot for vehicle inventory, which is currently prohibited in the RMF-24 zoning district, and also allow them to expand the display lot slightly further to the west. The remainder of the property is being zoned to**

Community Services to allow the development that will support the surrounding neighborhoods.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The site has been vacant for several years, so any redevelopment will increase traffic in the vicinity of the site. The zoning change, as planned, will result in approximately 1.5 acres being rezoned to Thoroughfare Commercial, of which only about 0.45 acres is usable for new development. The remainder of the property will be rezoned to Community Services. When the remainder of the property is developed, the site will have access to an existing traffic signal and a number of cross-connections to other streets. This should allow traffic to be dispersed to a number of different access points safely. In staff's opinion, the increase in traffic will not appreciably increase traffic danger or congestion, given that all of the surrounding streets have been recently improved and there are two signalized intersections adjacent to the site to disperse traffic.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning should not increase population density and thereby undesirably increase the load on public services, in staff's opinion. The majority of the property is zoned RMF-24, Residential Multi-family. The change to Community Services will continue to allow multi-family development; however, the expectation is that commercial development will be constructed.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half

(D) Bulk and area regulations.

Lot width minimum	200 ft.
Lot Area Minimum: Residential: Nonresidential:	 2 acres 2 acres
Lot area per dwelling unit	2 acres

E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5195, 11-6-08; Ord. 5238, 5-5-09; Ord. 5479, 2-7-12)

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.14 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)

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

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 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 residential district:	15 feet

(F) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(G) *Minimum buildable street frontage.* 65% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11)

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
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 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.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Height regulations.* In District C-2 any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet. 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; Ord. 5462, 12-6-11)

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

MEMORANDUM

To: Jeremy Pate

From: Captain Kenny Yates

Date: 4/25//13

Subject: RZN 13-4363

This document is in response to the request for comments on proposed RZN 13-4363 (2269 N. Henbest Rd. / Nelms, 325): submitted by Jorgensen and Associates, for property located at 2269 N. Henbest Road..

It is the opinion of the Fayetteville Police Department that this RZN (13-4363), 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.

Dear Council Members,

The purpose of this letter is to explain our request for rezoning. When we set out to design the new facilities for Adventure Subaru in 2009 we were selling 300 new Subaru vehicles a year. We felt we were being optimistic to forecast a 20% annual growth which would have been equal to 518 Subaru's in 2012. However, in 2012 we sold 912 new cars and we're on track to sell almost 1,200 this year. We come to the council with a request to extend the C2 zone to help us accommodate the inventory necessary to maintain these unforeseen sales rates.

In order to create space for new cars we are currently forced to sacrifice space that was designed for used car display; thus, creating a hardship for our used car operation. Additionally we have been forced to take our old location on N College off the market so we could store inventory there.

We feel the area we are requesting to be zoned C2 would be adequate for our automotive retail needs in the foreseeable future.

We have requested Community Services zoning for the adjacent property because we believe the surrounding neighborhoods have the need and Community Services suits our vision for future development.

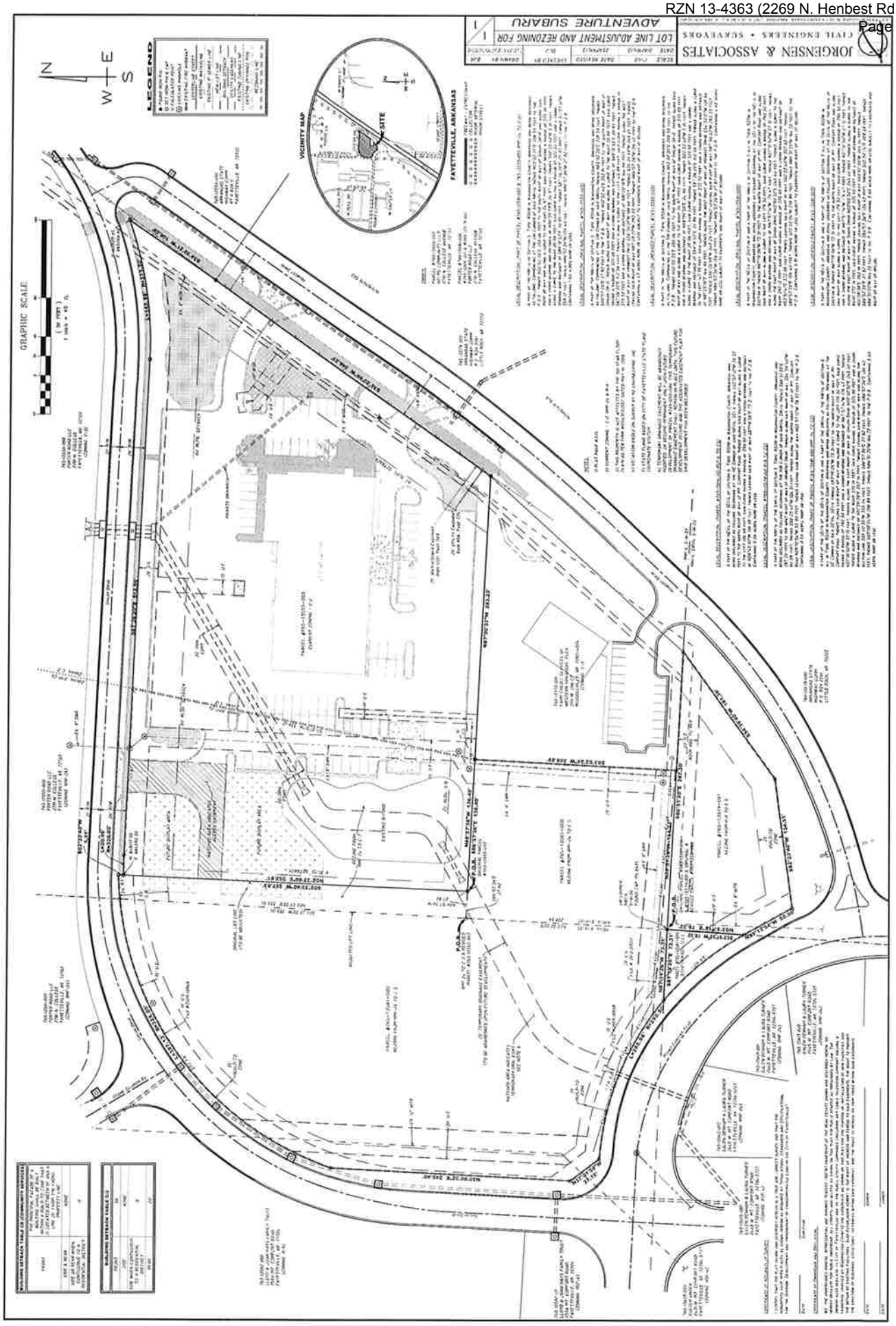
We love our new location and are proud of the hard work and dedication of all of our employees who have help spur this amazing growth in our business. We are also proud of the relationship we have with the city in creating such a great environment for our customers and employees.

Thank you for your consideration on this matter and if you have any questions or concerns then I encourage you to contact me directly.

Sincerely,

David Nelms

479-527-7812


JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS
LOT LINE ADJUSTMENT AND REZONING FOR
ADVENTURE SUBARU
LEGEND
VICINITY MAP
SITE
FAYETTEVILLE, ARKANSAS
GRAPHIC SCALE
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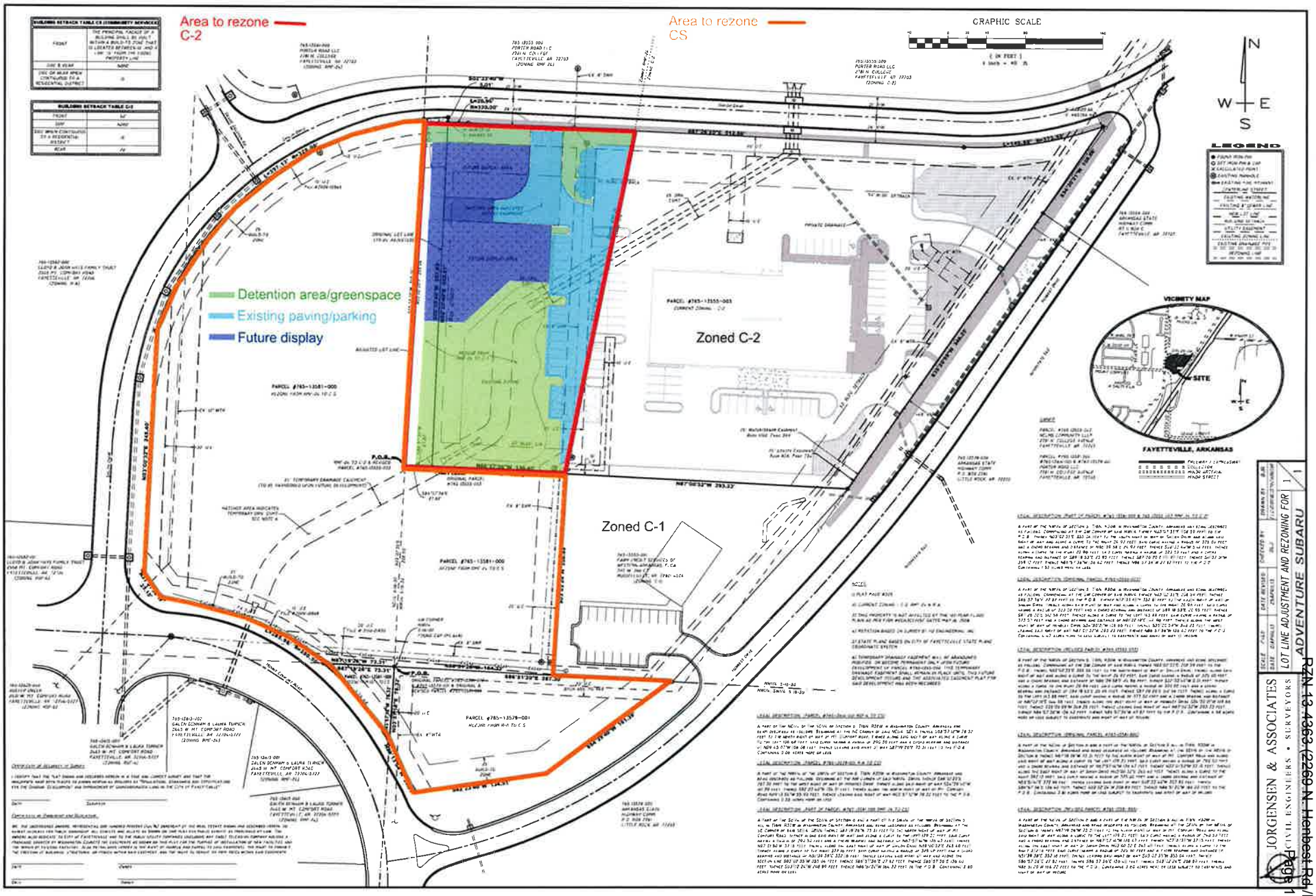


RZN 13-4363 (2269 N. Henbest Rd./Nelms)
Page 19 of 22
C. 2

RZN13-4363

Current Land Use

NELMS

Overview

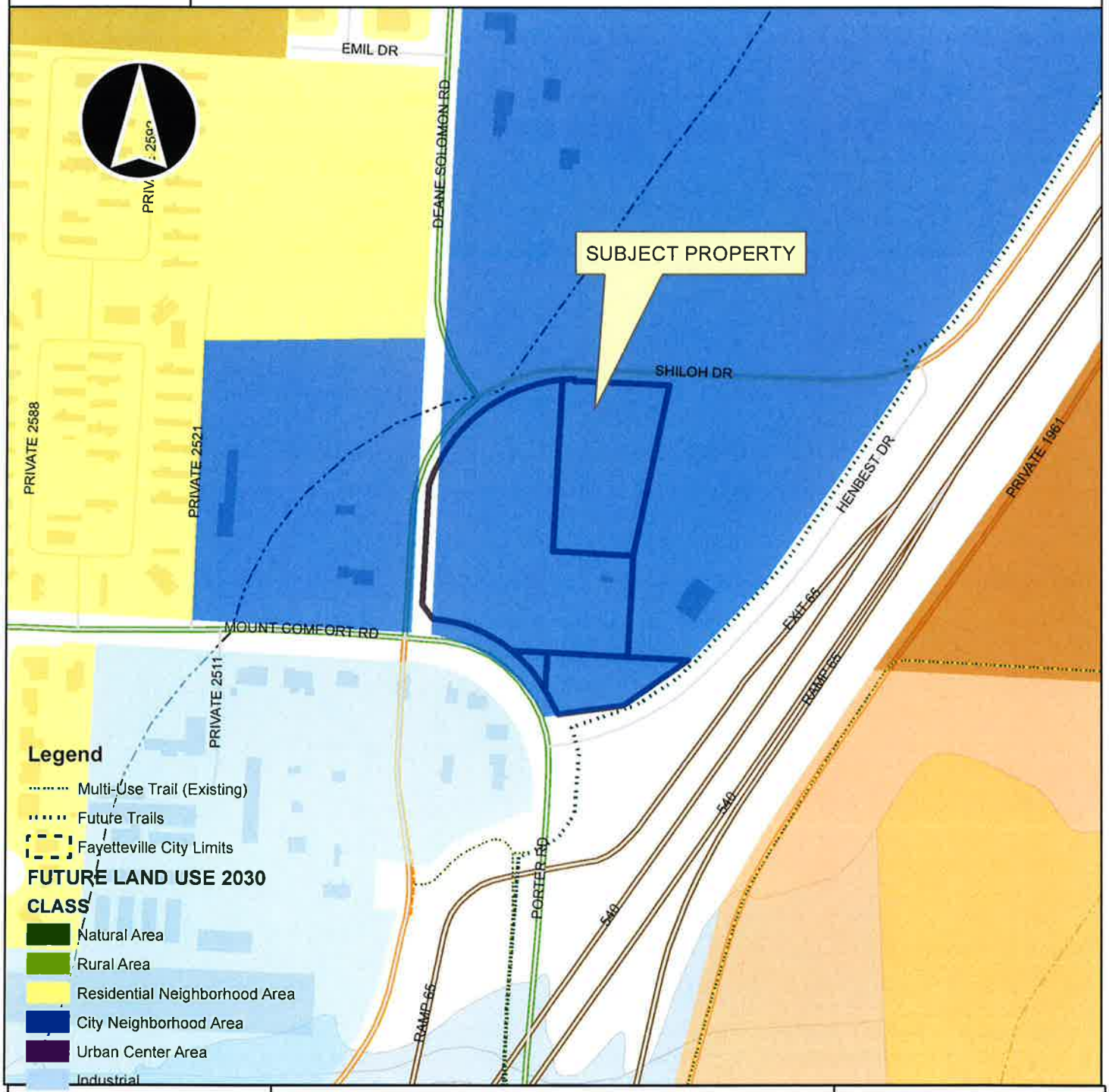
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville

0 125 250 500 750 1,000 Feet

RZN13-4363

Future Land Use

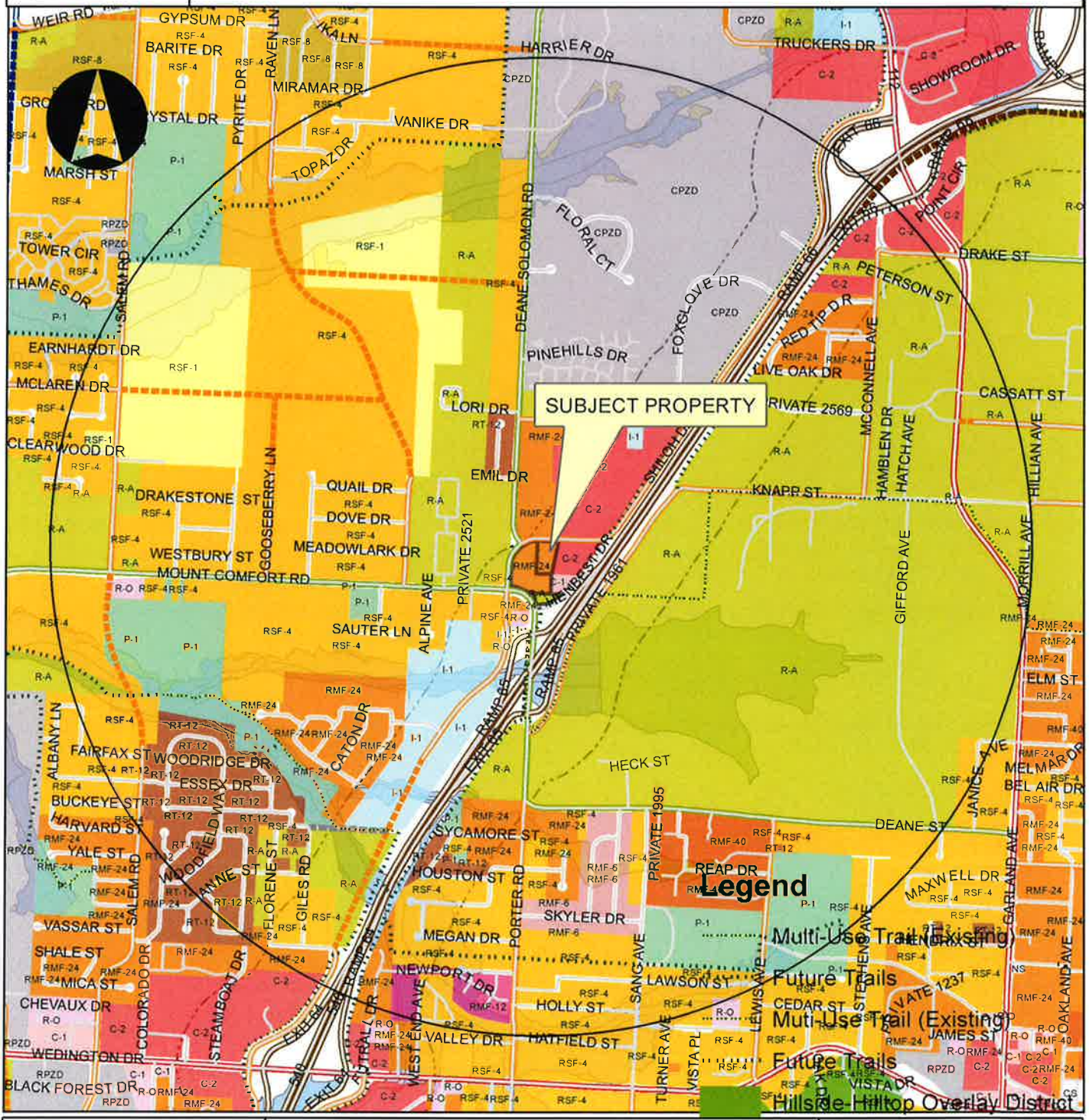
NELMS



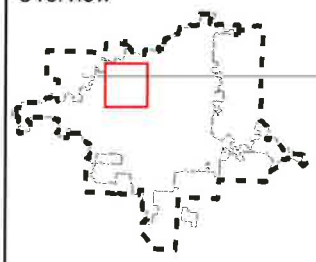
RZN13-4363

One Mile View

NELMS



Overview



Legend

Subject Property

RZN13-4363

Boundary

RZN13-4363

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

6/4/2013
City Council Meeting Date
Agenda Items Only

Quin Thompson	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

RZN 13-4369: Rezone (4253 N. CROSSOVER RD./VISTA HEALTH, 138): Submitted by COOVER CONSULTANTS for property located at 4253 NORTH CROSSOVER ROAD. The property is zoned R-O, RESIDENTIAL-OFFICE AND C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 9.94 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

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

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 05-16-2013

City Attorney — Date: 5-16-13

Finance and Internal Services Director — Date: 5-17-2013

Chief of Staff — Date: 5-20-13

Mayor — Date: 5/20/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 05-13-13 P01:44 RCVD Kim G

Received in Mayor's Office ENTERED 5/17/13

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: Quin Thompson, Current Planner

Date: May 15, 2013

Subject: RZN 13-4369: Rezone (4253 N. CROSSOVER RD./VISTA HEALTH

RECOMMENDATION: Staff and the Planning Commission recommend approval of an ordinance to rezone the subject property, consisting of multiple parcels containing approximately 9.94 acres in total, from theC-1, Neighborhood Commercial to P-1, Institutional.

BACKGROUND: The subject property is located south of Zion Road on the west side of Crossover Road. The property zoning is split and contains areas within both the C-1 and R-O zoning districts and is currently the site of Vista Health, an in-patient mental health facility. The property was developed approximately 30 years ago as Charter Vista Hospital, Inc. and has been operating continuously on the property since.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as **City Neighborhood Area.*** These areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types. Non-residential uses range in size, variety and intensity from grocery stores and offices to hospitals and churches, and are typically located at corners and along connecting corridors.

COMPATIBILITY: Staff feels that the P-1 zone is appropriate for this property and will place the hospital in the zoning district appropriate for a use of this type. Staff does not anticipate the rezone to adversely impact the area and surrounding developments, as the hospital has been in operation for 30 years in the same location.

DISCUSSION: This item was heard at the Planning Commission meeting May 13, 2013. There was no public comment. Staff recommended in favor of the proposed zoning. The Planning Commission voted 8-0-0 to support the rezoning request.

BUDGET IMPACT: None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 13-4369, FOR APPROXIMATELY 9.58 ACRES, LOCATED AT 4253 NORTH CROSSOVER ROAD FROM R-O, RESIDENTIAL-OFFICE AND C-1, NEIGHBORHOOD COMMERCIAL, TO P-1, INSTITUTIONAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from R-O, Residential-Office and C-1, Neighborhood Commercial to P-1, Institutional, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and **APPROVED** this day of , 2013.

APPROVED: ATTEST:

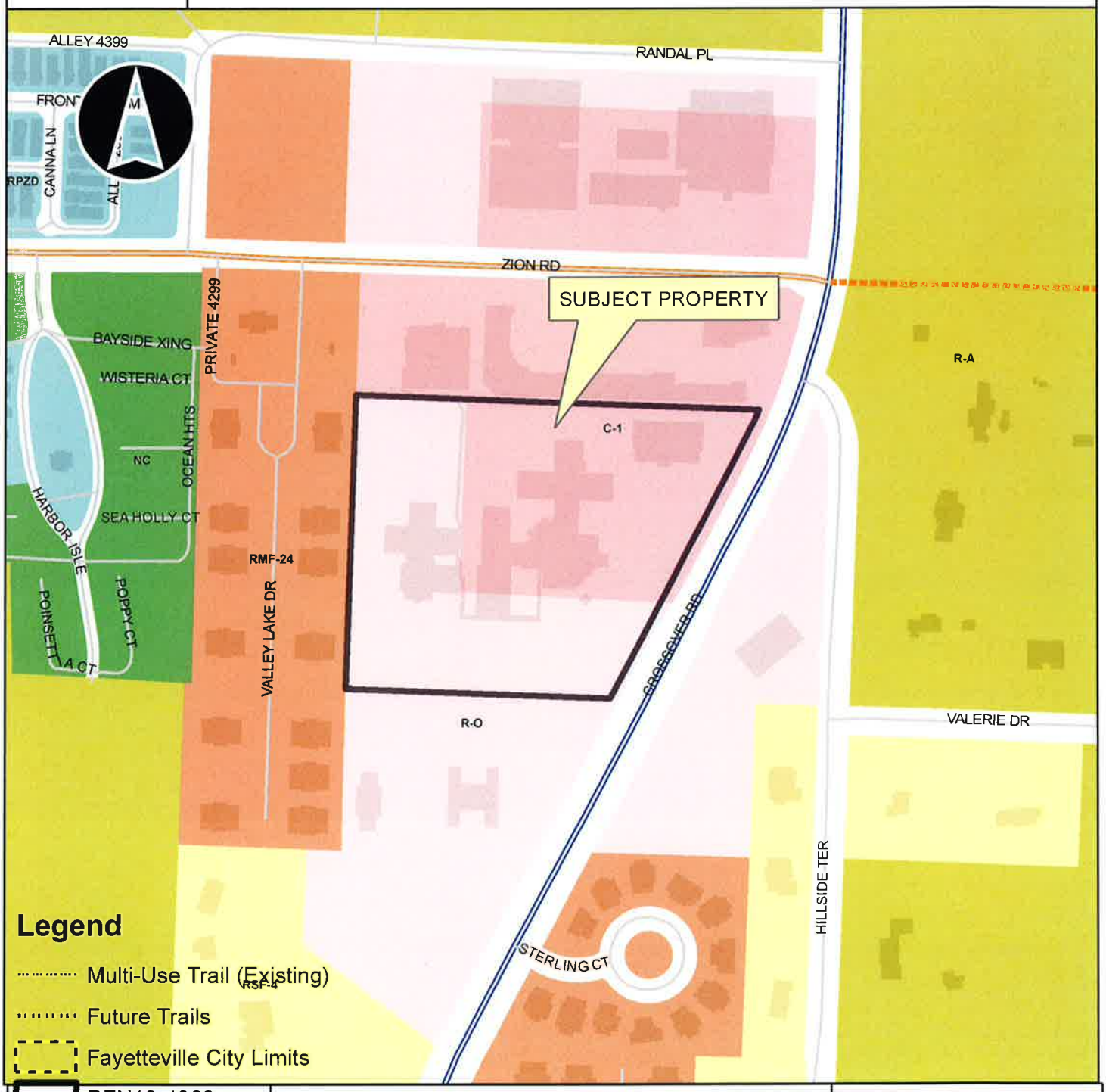
By: _____ By: _____
LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

EXHIBIT "A"

RZN13-4369

Close Up View

VISTA HEALTH



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits
- Overview RZN13-4369
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 Feet

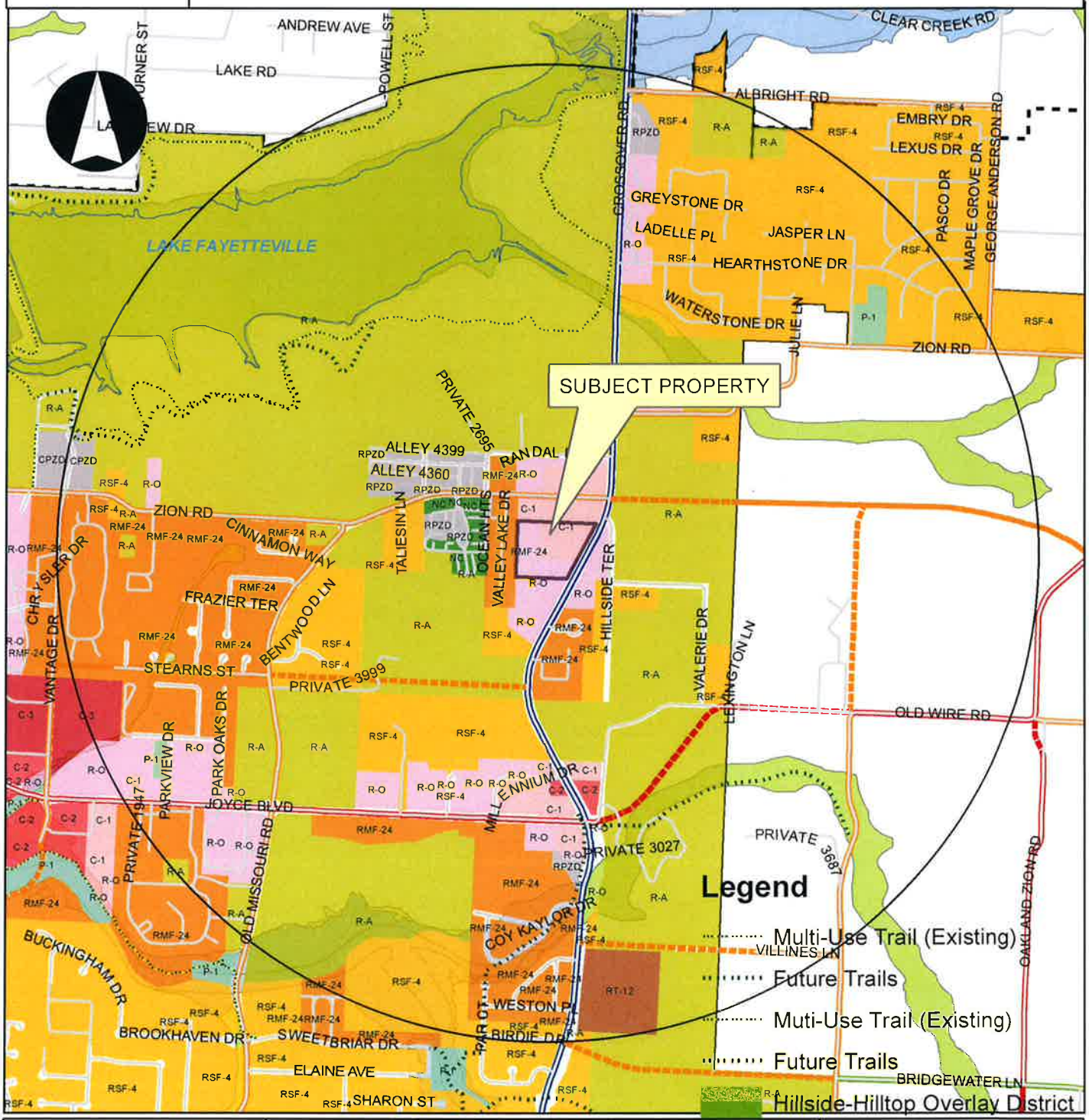
EXHIBIT "B"
RZN 13-4369

LEGAL DESCRIPTION: (PARCEL #765 - 06171 - 000 & #765 - 06172 - 000)
A PART OF TRACT 5 OF HARB-C0 PLACE, AN ADDITION TO THE CITY OF FAYETTEVILLE AS PER THE PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND ALL BEING SITUATED IN THE NW ¼ OF THE SW ¼ IN SECTION 19, T17N, R29W, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID TRACT 5, THENCE N01°22'52"W 607.50 FEET, THENCE N88°48'25"E 830.29 FEET TO THE WEST RIGHT OF WAY OF HIGHWAY 265, THENCE ALONG SAID RIGHT OF WAY AS FOLLOWS; S18°48'22"W 21.31 FEET, THENCE S23°58'50"W 249.18 FEET, THENCE S24°15'18"W 399.02 FEET, THENCE LEAVING SAID RIGHT OF WAY S88°38'01"W 543.56 FEET TO THE P.O.B.; CONTAINING 9.58 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

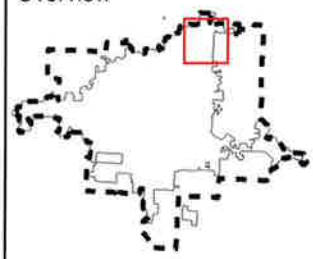
RZN13-4369

One Mile View

VISTA HEALTH



Overview



Legend

Subject Property

RZN13-4369

Boundary

RZN13-4369

Design Overlay District

Planning Area

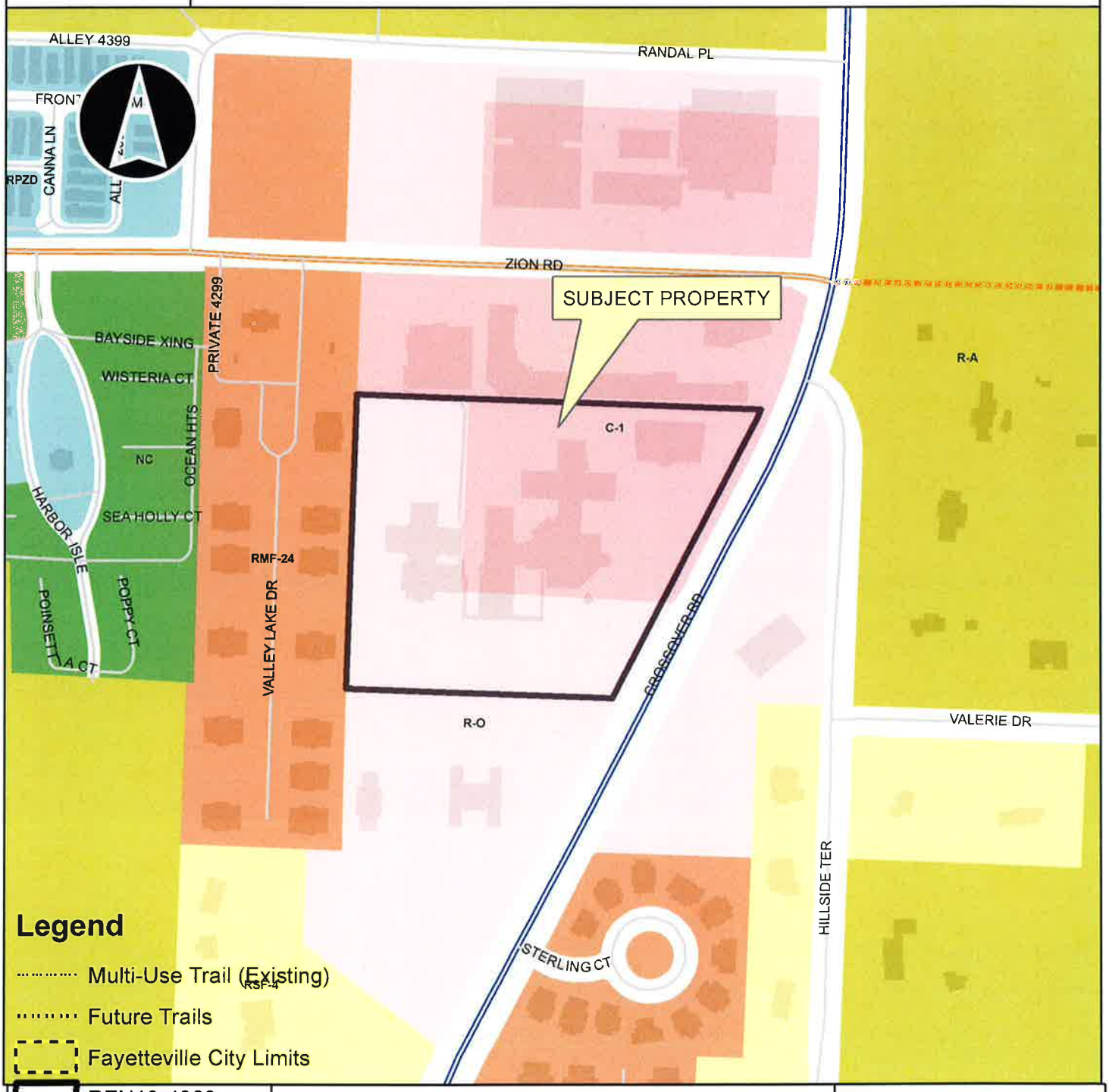
Fayetteville

0 0.25 0.5 1 Miles

RZN13-4369

Close Up View

VISTA HEALTH



Legend

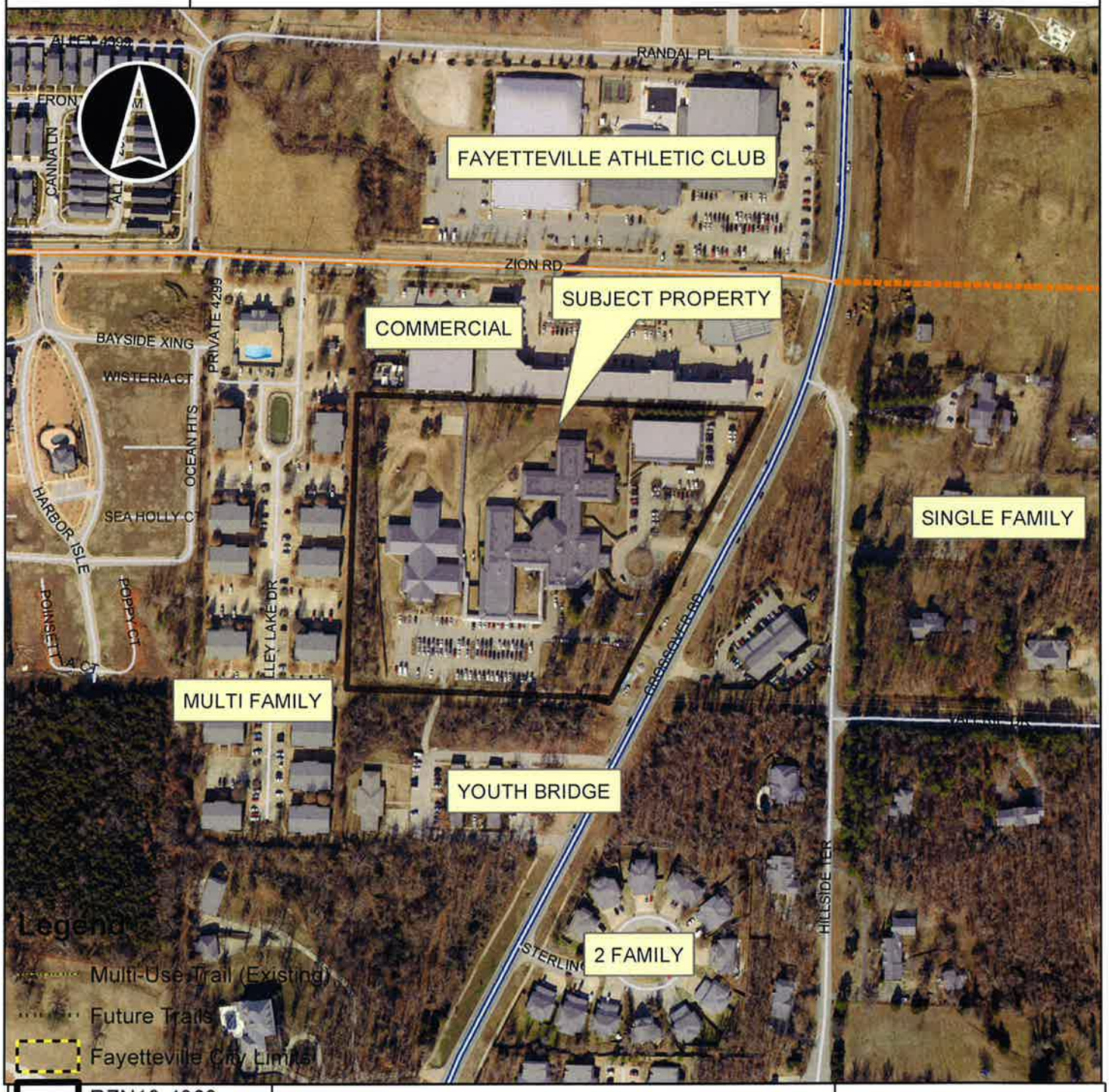
- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits
- RZN13-4369
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 Feet

RZN13-4369

Close Up View

VISTA HEALTH



Overview

RZN13-4369

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

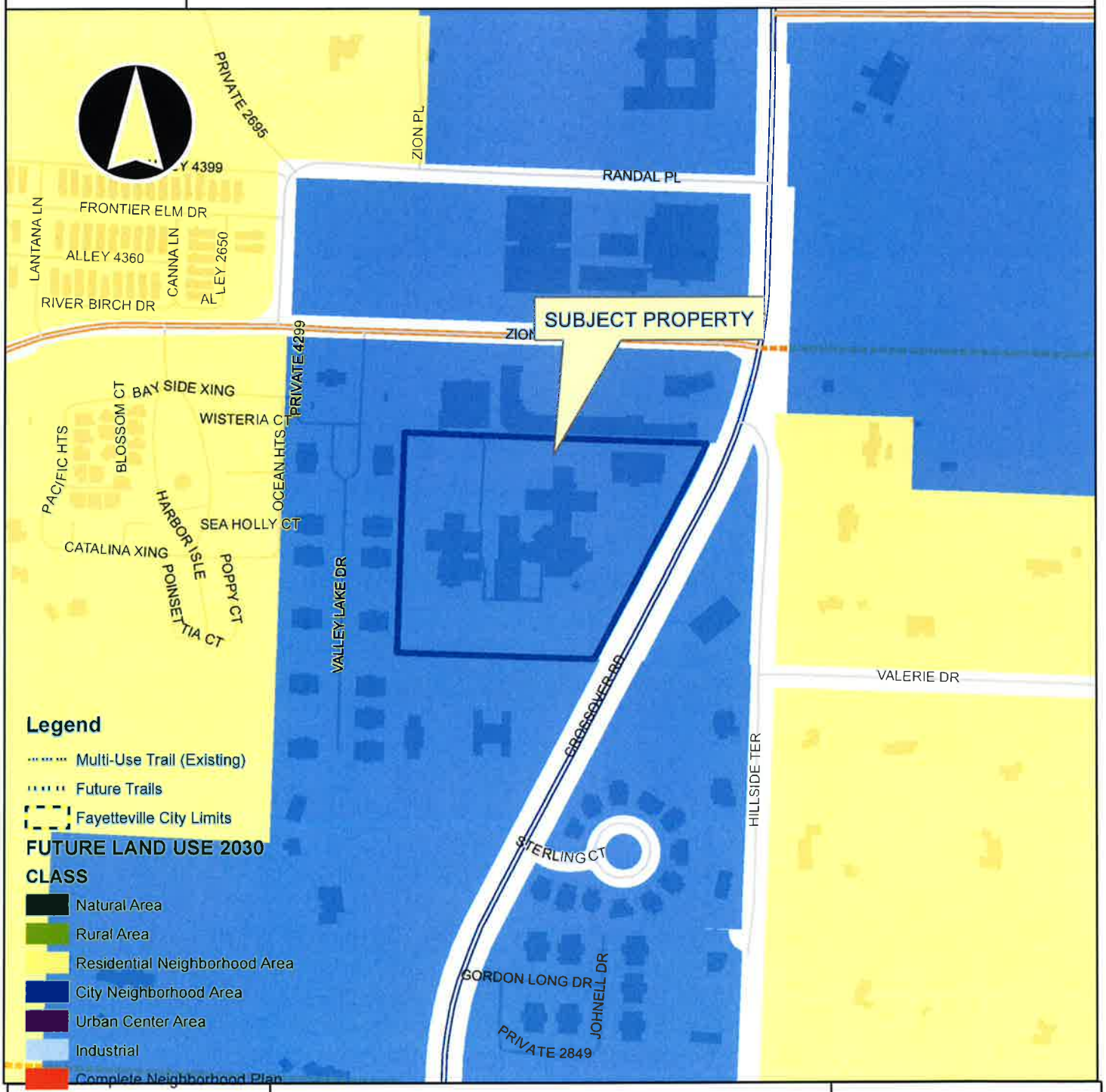
Planning Area

0 125 250 500 750 1,000 Feet

RZN13-4369

Future Land Use

VISTA HEALTH



Fayetteville
ARKANSAS

PC Meeting of May 13, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Quin Thompson, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~May 9, 2013~~ UPDATED 5-14-2013

RZN 13-4369: Rezone (4253 N. CROSSOVER RD./VISTA HEALTH, 138): Submitted by COOVER CONSULTANTS for property located at 4253 NORTH CROSSOVER ROAD. The property is zoned R-O, RESIDENTIAL OFFICE and C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 9.94 acres. The request is to rezone the property to P-1, Institutional.

Planner: Quin Thompson

BACKGROUND:

Property Description & Background: The subject property is located south of Zion Road on the west side of Crossover Road. The property zoning is split and contains areas within both the C-1 and R-O zoning districts and is currently the site of Vista Health, an in-patient mental health facility. The property was developed approximately in 2002.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Commercial	C-1, Neighborhood Commercial
South	Youth Bridge Non-profit organization	R-O, Residential Office
East	Pinnacle Marketing Group	R-O, Residential Office
West	Multi-Family Housing	RMF-24, Residential Multi-Family, 24 Units Per Acre

Proposal: The request is to rezone the property from C-1 and R-O to P-1, Institutional, to bring the zoning in line with current and anticipated future use of the property, and to eliminate the necessity for a Conditional Use Permit for future improvements or expansions.

Public Comment: Staff has not received public comment.

RECOMMENDATION:

Staff recommends forwarding RZN 13-4369 to the City Council with a recommendation for **approval** based on findings stated herein.

PLANNING COMMISSION ACTION: Required YES

Date: May 13, 2013 ☐ **Tabled** X **Forwarded** ☐ **Denied**
Motion: WINSTON Second: COOK
Vote: 8-0-0
Note: FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL

CITY COUNCIL ACTION: Required YES
☐ **Approved** ☐ **Denied**
Date:

INFRASTRUCTURE:

Streets: The site has access to Crossover Road, Arkansas State Highway 265, in this location. Street improvements within the property will be evaluated at the time of development.

Water: Public water is available to the property. There is a 12" water main along Crossover Road in this location. Public water main improvements may be necessary to provide fire flow for domestic service for any proposed development.

Sewer: Sanitary sewer is available to the site. There is an 8" main along Crossover Road and a second 8" service to the rear of this property.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is affected by the 100-year floodplain and the Streamside Protection Zones.

Police: Fayetteville Police Department has not expressed concerns with this request.

Fire: The Fayetteville Fire Department has not expressed concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as **City Neighborhood Area**.* The City Neighborhood designation supports the widest spectrum of uses and encourages density in all housing types.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **The proposed P-1 zoning is compatible with the adjacent and nearby commercial and multi-family residential land uses. The zoning will permit the existing Vista Health hospital use by right, allowing for future improvements and expansions without having to obtain a conditional use permit. Adjacent developments include multi-family residential, zoned RMF-24 (maximum twenty four units per acre) to the west, a commercial strip center to the north, and office uses to the east and south. The P-1 zoning will be compatible with the Future Land Use Plan 2030, which designates the area City Neighborhood Area. This designation supports the greatest variety of uses in the city. The P-1 zone is generally intended for public institutions, churches, schools and hospitals, such as the existing Vista Health hospital. These uses are appropriate among the surrounding non-residential and multi-family uses on Crossover Road, a state highway.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **As discussed in Finding No. 1, the proposed zoning is justified as it is compatible with the surrounding zoning and land uses and consistent with the City's Future Land Use Plan. The property is currently operating under a Conditional Use Permit; however the P-1 zoning is justified and will allow the existing mental health hospital use by right.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The property is already developed and in institutional use, and therefore is not likely to appreciably increase traffic danger or congestion. Access and traffic issues will be considered at the time of future development.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed zoning would not increase population density over that allowed under the current Conditional Use Permit. Significant adverse impacts to public services would not result from rezoning the property to bring it into**

compliance with the zoning code.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

161.17 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 25	Offices, studios, and related services
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and area regulations.*
(Per dwelling unit for residential structures)

(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.

(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	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 regulations.*

Front	**15 ft.**
Front, if parking is allowed between the right-of-way and the building	50 ft.
Front, in the Hillside Overlay District	15 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Side, in the Hillside Overlay District	8 ft
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.
Rear, in the Hillside Overlay District	15 ft.

(F) *Building height regulations.*

Building Height Maximum	60 ft.

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.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4726, 7-19-05; Ord. 4943, 11-07-06; Ord. 5079, 11-20-07; Ord. 5195, 11-6-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.18 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 25	Offices, studios, and related services
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Height regulations.* There shall be no maximum height limits in C-1 District, provided, however, that any building which exceeds the height of 10 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 10 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11)

161.29 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	20 ft.
Side, when contiguous to a residential district	25 ft.
Rear	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 60 % of the total area of such lot.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5073, 11-06-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10

Coover Consultants
site/civil/planning/infrastructure

4253 N. Crossover Road (SH 265)

REZONING REQUEST

April 11, 2013

a. Current ownership information and any proposed or pending property sales.

The property is currently owned by Acadia Healthcare Company, Inc., doing business locally at Vista Health Services, Inc. There are no proposed or pending property sales.

b. Reason (need) for requesting the zoning change.

The purpose of this rezoning request is to bring the zoning classification into consistency with the current land use. The property has been a mental healthcare clinic and campus for many years. The property is currently split into two zoning classifications, R-O and C-1.

c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

The rezoning will have no effect on any surrounding properties as there will be no changes from the current land use.

d. Availability of water and sewer (state size of lines). This information is available from the City Engineering Division.

Water and sewer are both currently available along SH 265. There is an existing 12-inch water line and an existing 8-inch sewer line along SH 265.

e. The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

The proposed zoning is 100% consistent with the Future Land Use Plan showing the area to be "City Neighborhood Area" as defined and described in the City Plan 2030.

f. Whether the proposed zoning is justified and/or needed at the time of the request.

The owner would like to make the property all one consistent zoning classification to match the existing land use, and so Conditional Use Permits will not be required for any future expansions.

g. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.

The proposed zoning will have no impact on existing traffic or congestion.

h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

The proposed zoning will not add to the population density.

i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

The property has been a mental health facility for many years, yet the zonine classification does not reflect this. The existing combination of R-O and C-1 zoning is confusing and currently requires Conditional Use Permits for each and any future facility expansion.

# # #

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

MEMORANDUM

To: Jeremy Pate

From: Captain Kenny Yates

Date: 4/25//13

Subject: RZN 13-4369

This document is in response to the request for comments on proposed RZN 13-4369 (4253 N. Crossover Rd. / Vista Health, 138): submitted by Coover Consultants, for property located at 4253 N. Crossover Road.

It is the opinion of the Fayetteville Police Department that this RZN (13-4369), 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.

From: Mark Stevens
To: Slone, Amy
CC: Hunt, Harley
Date: 4/24/2013 11:36 AM
Subject: Re: zoning review - items due April 26th

Amy,

Based on the information provided and the zoning changes requested the Fire Department has no emergency response issues with the 3 zoning change requests.

If you have any further questions please contact me.

Regards

Captain Mark Stevens
Asst. Fire Marshal
City of Fayetteville Fire Dept.
479-444-3448
Email:
mstevens@ci.fayetteville.ar.us

TDD: (Telecommunications Device for the Deaf) (479) 521-1316

Fire Sprinklers Systems save Fire Fighters lives too!

>>> Amy Slone 4/24/2013 10:17 AM >>>
Zoning Review Team:

See the requests below for 3 properties requesting rezoning. Please review these items and respond to this email by the end of the day April 26th, 2013. Let me or the planner assigned to each item know if you have any questions. Maps indicating the project location are also attached.

Thanks,

RZN 13-4363: Rezone (2269 N. HENBEST RD./NELMS, 325): Submitted by JORGENSEN AND ASSOCIATES for property located at 2269 NORTH HENBEST ROAD. The properties are zoned R-A, RESIDENTIAL-AGRICULTURAL, RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and C-2, THOROUGHFARE COMMERCIAL and contain approximately 5.77 acres. The request is to rezone these properties to CS, COMMUNITY SERVICES and C-2, THOROUGHFARE COMMERCIAL.
Planner: Jesse Fulcher

RZN 13-4369: Rezone (4253 N. CROSSOVER RD./VISTA HEALTH, 138): Submitted by COOVER CONSULTANTS for property located at 4253 NORTH CROSSOVER ROAD. The property is zoned R-O, RESIDENTIAL OFFICE and C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 9.94 acres. The request is to rezone the property to P-1, Institutional.
Planner: Quin Thompson

RZN 13-4360: Rezone (693 W. NORTH ST./RANDLE, 444): Submitted by BLEW AND ASSOCIATES for property located at 693 WEST NORTH STREET. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL and contains approximately 2.44 acres. The request is to rezone the property to CS,

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

David Dayringer	Fire	Fire
Submitted By	**Division**	**Department**

Action Required:

Staff recommends amending City Code Section 33.046 to reflect authorization to enter into mutual aid agreements under state and national authorities, as well as local and regional jurisdictions. Staff further recommends ammending Section 33.050 to reflect the recently enacted Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services in Washington County, as well as other mutual aid agreements and programs that require a HazMat Team response. This recommendation includes updating the rates charged by the FFD for fire protection and hazmat services to $400 for the first hour and $200 for each additional hour.

	$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.0001.4401.08	$ -	Hazmat Revenue Account
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: 5-10-13

City Attorney — Date: 5-14-13

Finance and Internal Services Director — Date: 5-16-2013

Chief of Staff (for Don Mason) — Date: 05-16-2013

Mayor — Date: 5/17/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office: 05-10-13 A11:50 RCVD

Received in Mayor's Office: ENTERED 5/15/13

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: David Dayringer, Fire Chief

Date: May 10, 2013

Subject: Updade City ordinance Title III, Chapter 33, Article V, Fire Department

PROPOSAL: The City of Fayetteville Fire Department (FFD) has determined that the City Code regarding the Fire Department should be amended to more accurately reflect current relationships with local, regional, state, and national jurisdictions and authorities. In addition, the rates charged for Hazmat response and fire protection should be increased to reflect current cost recovery.

Section 33.046, *Providing Fire Protection Services Outside City*, currently authorizes mutual aid agreements for fire protection with municipalities and other fire departments only in Washington County. The FFD needs authorization to enter mutual aid agreements under state and national authorities, as well as local and regional jurisdictions. This will provide for our participation in programs such as the Northwest Arkansas Urban Search and Rescue Team (USAR); Hazardous Materials Emergency Incident Response Team (HRT); Area Mutual Aid Agreements with municipalities and other fire departments; Arkansas Fire Service Mutual Aid Plan; The Arkansas Mutual Aid Plan; State to State Emergency Mutual Aid Contracts (EMACS); and the Intrastate Mutual Aid Plan (IMAS) from the International Association of Fire Chiefs.

In addition, Section 33.050, *Response to Hazardous Materials Incidents*, currently restricts authorization for the FFD to respond exclusively into areas serviced by the former Regional Hazardous Materials Response Team [3.050, A, and C § 1 (d)]. This response authority should be updated with the deletion of references to the Northwest Arkansas Regional Hazardous Materials Response Team, as well as including the recently enacted Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services in Washington County. It should further include other mutual aid agreements and programs that require a HazMat response, such as the USAR Team.

Finally, in Section 33.050 § C, 1 (a), the hourly charge for each fire truck was established 23 years ago when a fire engine cost around $225,000. At that time the hourly rate was set at "...$200 for the first hour and $100 for each additional hour...". In 2010 the City paid approximately $467,000 for the newest fire engine. The rate charged to recover the cost of the taxpayers should reflect the inflation that has occurred since 1990. A national revenue recovery firm lists the hourly cost of a Class A Engine from $450 to $600. The rates charged by FFD should be increased to $400 for the first hour and $200 for each additional hour.

RECOMMENDATION: Staff recommends amending City Code Section 33.046 to reflect authorization to enter into mutual aid agreements under state and national authorities, as well as local and regional jurisdictions. Staff further recommends ammending Section 33.050 to reflect the recently enacted Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services in Washington County, as well as other mutual aid agreements and programs that require a HazMat Team response. This recommendation includes updating the rates charged by the FFD for fire protection and HazMat services to $400 for the first hour and $200 for each additional hour.

BUDGET IMPACT: The number of hazmat response calls can vary and fluctuate each year, so pinpointing anticipated revenue and subsequent related costs cannot be precisely determined. However, they will be precisely tracked and recorded. A new program (1010.3040) and revenue account (1010.0001.4401.08) were activated in the General Fund and will be used to capture haz-mat related expenditures and revenue.

ORDINANCE NO. _____

AN ORDINANCE AMENDING §33.046 **PROVIDING FIRE PROTECTION SERVICES OUTSIDE THE CITY** AND §33.050 **RESPONSE TO HAZARDOUS MATERIALS INCIDENTS** OF THE CODE OF FAYETTEVILLE TO MODIFY INTERLOCAL IN MUTUAL-AID PROVISIONS AND TO INCREASE RATES CHARGED FOR FIRE PROTECTION, SEARCH AND RESCUE AND HAZARDOUS MATERIALS RESPONSE SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends §33.046 **Providing Fire Protection Services Outside the City** so that after amendment, the section shall read as follows:

"33.046 Providing Fire Protection and Search and Rescue Response Services Outside the City

The city fire department shall not provide fire protection or search and rescue response services beyond the corporate limits and shall not combat any fire located outside the corporate limits except pursuant to:

(A) A mutual aid agreement, approved by the City Council, with another municipal corporation or any duly organized firefighting or search and rescue organization in the United States.

(B) The city fire department shall have the right to refuse to respond to any fire or search and rescue located outside the city's corporate limits if, in the judgment of the fire chief, or authorized representative, fire protection or search and rescue response within the city would be impaired."

(C) Rates, reimbursements, collections and records.

(1) The Fayetteville Fire Department is hereby authorized to bill and collect from recipients of services for all costs incurred by the fire department responding to firefighting or search and rescue incidents, including but not limited to:

(a) A charge of $400.00 for the first hour and $200.00 for each additional hour for each major piece of fire apparatus which responds to the incident;

(b) An hourly charge equivalent to the regular hourly pay for each hour that each on-duty employee of the fire department spends in response to and/or on the scene of the incident, and the regular time and one-half rate of pay for each hour that each off-duty employee of the fire department spends in response to and/or on the scene of the incident;

(c) The replacement costs of all expendable equipment and supplies used by the fire department in managing and mitigating the incident including any equipment damaged or made unusable by contamination; and

(d) All costs incurred by the fire department for any labor, materials, or supplies provided by third parties at the request of the Fayetteville Fire Department, including but not limited to, any mutual aid agreement, local government entities, business and industrial facilities, specialists, consultants, and utilities and any other costs necessary to manage and mitigate the incident.

(2) The fire chief, or the fire chief's designated representative, shall collect charges due the city for the provision of firefighting or search and rescue incident services and shall:

(a) Prepare and issue statements for charges to persons, corporations, partnerships or any other entities, who are provided firefighting or search and rescue services under this section;

(b) File suit to collect delinquent charges due within a reasonable time after the service is provided;

(c) Maintain adequate records, which shall contain the following information:

(i) Date;
(ii) Funds collected for services rendered;
(iii) Accounts receivable;
(iv) Unpaid charges; and
(v) Such other information as may be required by officials of the city."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §33.050 **Response to Hazardous Materials Incidents** so that after amendment, the section shall read as follows:

"33.050 Response to Hazardous Materials Incidents

(A) The Fayetteville Fire Department is hereby authorized to respond to hazardous materials incidents inside the city, outside the city where contracts for fire protection with the city exist and outside the city upon a call for assistance from another fire department pursuant to the Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services in Washington County, or any other mutual aid agreement or program requiring a hazardous materials incident response.

(B) As used in this section, "hazardous materials incident" shall mean any incident involving the release, spill, leak or other undesirable accumulation of any substance for which a Material Safety Data Sheet (MSDS) is required under §311 of the Emergency Planning and Community Right-To-Know Act of 1986 (Public Law 99-499).

(C) Rates, reimbursements, collections and records.

(1) The Fayetteville Fire Department is hereby authorized to bill and collect from recipients of services for all costs incurred by the fire department responding to a hazardous materials incident, including but not limited to:

(a) A charge of $400.00 for the first hour and $200.00 for each additional hour for each major piece of fire apparatus which responds to the incident;

(b) An hourly charge equivalent to the regular hourly pay for each hour that each on-duty employee of the fire department spends in response to and/or on the scene of the incident, and the regular time and one-half rate of pay for each hour that each off-duty employee of the fire department spends in response to and/or on the scene of the incident;

(c) The replacement costs of all expendable equipment and supplies used by the fire department in managing and mitigating the incident including any equipment damaged or made unusable by contamination; and

(d) All costs incurred by the fire department for any labor, materials, or supplies provided by third parties at the request of the Fayetteville Fire Department, including but not limited to, costs pursuant to the Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services in Washington County, local government entities, business and industrial facilities, specialists, consultants, and utilities and any other costs necessary to manage and mitigate the incident.

(2) The fire chief, or the fire chief's designated representative, shall collect charges due the city for the provision of hazardous materials incident services and shall:

(a) Prepare and issue statements for charges to persons, corporations, partnerships or any other entities, who are provided hazardous materials incident services under this section;

(b) File suit to collect delinquent charges due within a reasonable time after the service is provided;

(c) Maintain adequate records, which shall contain the following information:

(i) Date;
(ii) Funds collected for services rendered;
(iii) Accounts receivable;
(iv) Unpaid charges; and
(v) Such other information as may be required by officials of the city."

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED: ATTEST:

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

recreation and cultural needs of the inhabitants of the city, as the City Council shall from time to time provide.

(Code 1965, §2-97; Ord. No. 1526, 1-3-67; Code 1991, §33.017)

33.018 Parks And Recreation Advisory Board

(A) *Composition.*

(1) The Parks and Recreation Advisory Board shall be composed of nine members appointed by the City Council for terms of three years. Such terms shall be staggered so that three members will be appointed each year.

(2) All members of the Parks and Recreation Advisory Board shall serve without compensation.

(B) *Meetings of advisory board and responsibilities.* The Parks and Recreation Advisory Board shall meet monthly with the director of parks and recreation. The advisory board shall advise and recommend to the director of parks and recreation, mayor and City Council on all aspects of parks and recreation activities. Annually, the advisory board shall develop a suggested work program and operating budget to be submitted to the city by November of each year for the subsequent year. The advisory board shall also recommend priorities for capital improvements and means for financing same, and shall prepare an annual progress report on parks and recreation activities.

(Code 1965, §§2-98, 2-99; Ord. No. 1526, 1-3-67; Ord. No. 3058, 12-18-84; Ord. No. 3074, 3-19-85; Ord. No. 4290, 2-20-01; Code 1991, §33.018; Ord. 5023, 6-5-07; Ord. 5158, 8-5-08; Ord. 5446, 10-4-11)

33.019-33.029 Reserved

ARTICLE IV
POLICE DEPARTMENT

33.030 Appointment Of Chief Of Police

The mayor is hereby authorized to appoint the chief of police, subject to the approval of the City Council.

(Code 1965, §16-1; Ord. No. 884, 3-5-45; Code 1991, §33.030)

Cross reference(s)--Payment for unused sick leave, §37.03.

State law reference(s)--Municipal police departments generally, A.C.A. §14-52-101 et seq.; Appointment and removal of department heads, A.C.A. §14-42-110.

33.031-33.044 Reserved

ARTICLE V
FIRE DEPARTMENT

33.045 Separate Office Of Chief Of Fire Department Created

The separate office of chief of the fire department of the city is hereby created, to be filled in the manner provided by law.

(Code 1965, §9-1; Ord. No. 909, 3-3-47; Code 1991, §33.045)

State law reference(s)--Municipal fire departments, - A.C.A., §14-53-101 et seq.; Appointment and removal of department heads, A.C.A. §14-42-110.

33.046 Providing Fire Protection Services Outside City

The city fire department shall not provide fire protection services beyond the corporate limits and shall not combat any fire located outside the corporate limits except pursuant to:

(A) A mutual aid agreement, approved by the City Council, with another municipal corporation or with a duly and legally organized fire department which operates in Washington County.

(B) The city fire department shall have the right to refuse to respond to any fire located outside the city's corporate limits if, in the judgment of the fire chief, or authorized representative, fire protection within the city would be impaired by such a response.

(Code 1965, §9-6; Ord. No. 1018, 3-24-52; Ord. No. 2737, 7-21-81; Ord. No. 3019, 7-17-84; Code 1991, §33.046; Ord. No. 3537, 3-19-91; Ord. No. 3697, §1, 4-20-93; Ord. No. 4030, §1, 3-23-99; Ord. No. 4297, 3-20-01; Ord. No. 4391, 5-7-02; Ord. 4715, 6-21-05)

State law reference(s)—Fire fighting beyond municipal limits, A.C.A. §14-53-102.

33.047 Interfering With Firefighters

It shall be unlawful for any person to molest or otherwise interfere with any firefighter in the performance of his duties.

current version

(Code 1965, §9-2; Ord. No. 240)

Cross reference(s)--Penalty, §10.99.

State law reference(s)--Operation of vehicles and streetcars on approach of authorized emergency vehicles, A.C.A. §27-51-901(b).

33.048 Damaging Or Tampering With Fire Apparatus

It shall be unlawful for any person to damage, injure, tamper with, or interfere with any hose, hose connection, vehicle, or other equipment or apparatus belonging to the fire department. It shall likewise be unlawful for any person to remove any such equipment or apparatus from any fire station or other place where it is used or kept, without authority of the official in charge thereof.

(Code 1965, §9-3; Ord. No. 80; Ord. No. 240; Code 1991, §33.048)

Cross reference(s)--Penalty, §10.99, Penalty, A.C.A. §27-51-1001(a)(1)(A)(i).

State law reference(s)--Following fire apparatus, A.C.A. §27-51-902; Crossing unprotected fire hose prohibited, A.C.A. §27-51-903.

33.049 Unauthorized Riding On Fire Vehicles

It shall be unlawful for any person, except in limited circumstances as described in the Fayetteville Fire Department policies, to ride or attempt to ride upon any fire truck or other vehicle belonging to the fire department.

(Code 1965, §9-4; Ord. No. 240; Ord. No. 4105, §1, 7-7-98; Code 1991, §33.049)

Cross reference(s)--Penalty, §10.99.

33.050 Response To Hazardous Materials Incidents

(A) The Fayetteville Fire Department is hereby authorized to respond to hazardous materials incidents inside the city, outside the city where contracts for fire protection with the city exist and outside the city upon a call for assistance from another fire department within Washington or Benton Counties which is serviced by the Northwest Arkansas Regional Hazardous Materials Response Team.

(B) As used in this section, "hazardous materials incident" shall mean any incident involving the release, spill, leak or other undesirable accumulation of any substance for which a Material Safety Data Sheet (MSDS) is required under §311 of the Emergency Planning and Community Right-To-Know Act of 1986 (Public Law 99-499).

(C) Rates, reimbursements, collections and records.

(1) The Fayetteville Fire Department is hereby authorized to bill and collect from recipients of services for all costs incurred by the fire department responding to a hazardous materials incident, including but not limited to:

(a) A charge of $200.00 for the first hour and $100.00 for each additional hour for each major piece of fire apparatus which responds to the incident;

(b) An hourly charge equivalent to the regular hourly pay for each hour that each on-duty employee of the fire department spends in response to and/or on the scene of the incident, and the regular time and one-half rate of pay for each hour that each off-duty employee of the fire department spends in response to and/or on the scene of the incident;

(c) The replacement costs of all expendable equipment and supplies used by the fire department in managing and mitigating the incident including any equipment damaged or made unusable by contamination; and

(d) All costs incurred by the fire department for any labor, materials, or supplies provided by third parties at the request of the Fayetteville Fire Department, including but not limited to, the Northwest Arkansas Regional Hazardous Materials Emergency Response Team, local government entities, business and industrial facilities, specialists, consultants, and utilities and any other costs necessary to manage and mitigate the incident.

(2) The fire chief, or his designated representative, shall collect charges due the city for the provision of hazardous materials incident services and shall:

Current version

(a) Prepare and issue statements for charges to persons, corporations, partnerships or any other entities, who are provided hazardous materials incident services under this section;

(b) File suit to collect delinquent charges due within a reasonable time after the service is provided;

(c) Maintain adequate records, which shall contain the following information:

(i) Date;

(ii) Funds collected for services rendered;

(iii) Accounts receivable;

(iv) Unpaid charges; and
(v) Such other information as may be required by officials of the city.

(Ord. No. 3490, 7-3-90; Code 1991, §33.050)

33.051-33.064 Reserved

ARTICLE VI
PUBLIC FACILITIES BOARD

33.065 Findings

The City of Fayetteville hereby finds and determines:

(A) There exists within and near the city, including the city's projected growth areas and the city's extraterritorial planning areas, a shortage of decent, safe and sanitary residential housing facilities available for rehabilitation, construction, or purchase on terms that persons and families of low and moderate income can afford to pay.

(B) Existing economic conditions including high rates of interest on residential mortgage loans, and a shortage of funds within lending institutions in the state for residential mortgage loans are operating to: Further restrict the rehabilitation, construction, and purchase of residential housing by persons of low and moderate income at reasonably affordable costs; create unemployment and hardship within the residential construction industry, adversely affecting residents of the city; and reduce and limit the value of property within the city; all of which adversely affect the city's tax revenues and which, if not alleviated, will lead to further urban blight and decay and result in disproportionately large expenditures for services by the city.

(C) The availability of mortgage financing to assist such persons and families in the rehabilitation, construction or purchase of decent, safe, and sanitary residential housing facilities will be aided by the providing of funds for mortgage financing of residential housing facilities by the creation of a Public Facilities Board pursuant to the provisions of Act No. 142 of the General Assembly of 1975.

(D) The providing of financial assistance in order to enable persons and families of low and moderate income to finance the costs of decent, safe and sanitary residential housing facilities is a proper public purpose as declared by the act, and by this determination of the City Council.

(E) The public purpose of financing residential housing facilities may best be served by establishing a Public Facilities Board to purchase mortgages on such residential housing facilities or make loans to mortgage lenders to provide financing for residential housing facilities as provided in the act.

(F) In addition to all other findings and public purposes stated in this ordinance, the development of housing, health care, and related facilities for elderly persons, regardless of income, serves a substantial public purpose and there is a significant need in the city for such facilities.

(Code 1965, §2-111; Ord. No. 2485, 11-21-78; Ord. No. 2991, 3-20-84; Ord. No. 4021, §1, 2-18-97; Code 1991, §33.065)

State law reference(s)--Public Facilities Board Act, A.C.A. §14-137-101 et seq.

33.066 Establishment

Pursuant to A.C.A. §14-137-107 there is created and established the city Public Facilities Board (hereinafter known as "facilities board") with authority as hereinafter provided to accomplish, finance, contract or purchase mortgage loans concerning, and otherwise act in such manner as may be permitted by the act to provide decent, safe, and sanitary residential housing facilities within or near the city, including the city's projected growth areas and the city's extraterritorial planning areas.

Current version

Revenue Rescue.com Pricing Worksheet

REVENUE RESCUE
for Public Safety

DEPARTMENT NAME:

CONTACT NAME: PHONE #

VEHICLE TYPE	APPARATUS	LOW	HIGH	LIST YOUR PRICE
1	CLASS A ENGINE	$450.00	$600.00	
2	BRUSH TRUCK	$325.00	$500.00	
3	ATTACK TRUCK	$325.00	$500.00	
4	TANKER	$350.00	$500.00	
5	AERIAL	$450.00	$700.00	
6	RESCUE (LIGHT)	$300.00	$450.00	
7	RESCUE (HEAVY)	$500.00	$700.00	
8	SUPPORT TRUCK	$150.00	$300.00	
9	REHAB TRUCK	$150.00	$300.00	
10	FIRE BOAT	$250.00	$475.00	
11	CHIEF'S VEHICLE	$150.00	$300.00	
12	AIR TRUCK	$150.00	$300.00	
13	COMMAND CAR/TRUCK	$150.00	$300.00	
14	OTHER:			

TYPE	LIST YOUR APPARATUS BY NAME	LIST CHARGE PER HOUR
1	(EXAMPLE) ENGINE 99	$600

SELECT	HAND TOOLS	LOW	HIGH	LIST YOUR PRICE
	FLATHEAD AX	$17.00	$25.00	
	PICKHEAD AX	$17.00	$25.00	
	LONG PIKE POLE	$17.00	$25.00	
	SHEETROCK PIKE POLE	$17.00	$25.00	
	SHORT PIKE POLE	$17.00	$25.00	
	PRY AX	$17.00	$25.00	
	HOOLIGAN TOOL	$17.00	$25.00	
	BOLT CUTTERS	$17.00	$25.00	
	PRY BAR	$17.00	$25.00	
	FIRE RAKE	$17.00	$25.00	
	FIRE FLAPPERS	$12.00	$25.00	
	SHOVELS	$17.00	$25.00	
	SCOOPS	$17.00	$25.00	
	BROOMS	$12.00	$25.00	
	ALL HANDTOOLS	$12.00	$25.00	
	OTHER:			
	OTHER:			
	OTHER:			
	OTHER:			
	OTHER:			
	OTHER:			

SELECT	HAZMAT EQUIPMENT	LOW	HIGH	LIST YOUR PRICE
	ABSORBENT -PER BAG	$17.00	$20.50	
	ABSORBENT PADS	$1.00	$2.50	
	ABSORBENT BOOMS	$35.00	$45.00	
	TOP SOL	$35.00	$45.00	
	DISPOSABLE COVERALLS	$22.00	$35.00	
	NEOPRENE GLOVES	$17.50	$25.00	
	LATEX GLOVES	$6.00	$8.50	
	OVER BOOTS	$22.00	$30.00	
	DISPOSABLE GOGGLES	$14.00	$25.00	
	GAS PLUG KIT	$50.00	$75.00	
	PLUG AND DIKE	$65.00	$95.00	
	DRUM LINERS	$10.00	$12.50	
	BARRICADE TAPE	$22.00	$25.00	
	POLY SHEETING	$55.00	$65.00	
	REMOVAL OF HAZMAT	$150.00	$175.00	
	DISPOSAL OF HAZMAT	$150.00	$175.00	
	GAS MULTI METER	$65.00	$85.00	
	CO METER	$65.00	$85.00	
	TERRAZYME	$70.00	$90.00	
	MICROBLAZE - PER QT	$7.50	$10.50	
	MICROBLAZE - 5 GAL	$120.00	$150.00	
	OTHER:			
	OTHER:			
	OTHER:			
	OTHER:			

SELECT	RESCUE EQUIPMENT	LOW	HIGH	LIST YOUR PRICE
	SPREADERS	$250.00	$350.00	
	CUTTERS	$250.00	$350.00	
	RAMS	$250.00	$350.00	
	AIR BAGS	$250.00	$350.00	
	K-12 SAW	$55.00	$75.00	
	TARGET SAW	$55.00	$75.00	
	AJAX TOOL	$22.00	$28.00	
	K-TOOL	$22.00	$28.00	
	WINDSHIELD TOOL	$12.50	$17.50	
	RESCUE BLANKET	$30.25	$38.00	
	OTHER:			
	OTHER:			
	OTHER:			

SELECT	MISC..	LOW	HIGH	LIST YOUR PRICE
	DISPATCH FEE	50	85	
	INVESTIGATOR	150	200	
	INSPECTOR	150	200	
	COLLISION INVESTIGATION ONLY	175	325	
	UNAUTHORIZED CONTROL BURN FEE	100	450	
	FALSE ALARM FEE	75	300	

SELECT	FIRE EQUIPMENT	LOW	HIGH	LIST YOUR PRICE
	FOAM NOZZLE	$55.00	$74.00	
	FOAM EDUCTOR	$50.00	$68.00	
	AFFF FOAM-PER GAL.	$37.50	$52.00	
	CLASS A FOAM-PER GAL.	$22.00	$30.00	
	PIERCING NOZZLE	$40.00	$54.00	
	M/S FOG NOZZLE	$55.00	$75.00	
	M/S STRAIGHT BORE NOZZLE	$30.00	$40.00	
	SALVAGE COVER	$28.00	$38.00	
	SCBA PACK	$85.00	$105.00	
	HALL RUNNER	$18.00	$24.00	
	PORTABLE TANK	$75.00	$100.00	
	PPV FAN-PER HR	$55.00	$75.00	
	GENERATOR-PORTABLE-PER HR	$55.00	$75.00	
	GENERATOR-PER HR.	$55.00	$75.00	
	CHAIN SAW-PER HR.	$45.00	$60.00	
	WATER EXTINGUISHER	$22.00	$31.00	
	DRY CHEMICAL EXTINGUISHER	$45.00	$60.00	
	CO2 EXTINGUISHER	$45.00	$60.00	
	SCENE LIGHTS	$22.00	$30.00	
	PORTABLE PUMP-PER HR.	$95.00	$120.00	
	FLOAT PUMP-PER HR.	$65.00	$90.00	
	WATER VESTS	$30.00	$45.00	
	HEAT DETECTION GUN	$75.00	$100.00	
	SAWZALL	$55.00	$75.00	
	OTHER:			
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	OTHER:			
	OTHER:			
	OTHER:			

Inflation Review 1990-Present

1990	5.2	5.3	5.2	4.7	4.4	4.7	4.8	5.6	6.2	6.3	6.3	6.1	5.4
1991	5.7	5.3	4.9	4.9	5	4.7	4.4	3.8	3.4	2.9	3	3.1	4.2
1992	2.6	2.8	3.2	3.2	3	3.1	3.2	3.1	3	3.2	3	2.9	3
1993	3.3	3.2	3.1	3.2	3.2	3	2.8	2.8	2.7	2.8	2.7	2.7	3
1994	2.5	2.5	2.5	2.4	2.3	2.5	2.8	2.9	3	2.6	2.7	2.7	2.6
1995	2.8	2.9	2.9	3.1	3.2	3	2.8	2.6	2.5	2.8	2.6	2.5	2.8
1996	2.7	2.7	2.8	2.9	2.9	2.8	3	2.9	3	3	3.3	3.3	3
1997	3	3	2.8	2.5	2.2	2.3	2.2	2.2	2.2	2.1	1.8	1.7	2.3
1998	1.6	1.4	1.4	1.4	1.7	1.7	1.7	1.6	1.5	1.5	1.5	1.6	1.6
1999	1.7	1.6	1.7	2.3	2.1	2	2.1	2.3	2.6	2.6	2.6	2.7	2.2
2000	2.7	3.2	3.8	3.1	3.2	3.7	3.7	3.4	3.5	3.4	3.4	3.4	3.4
2001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2	2.2	2.4	1.6
2003	2.6	3	3	2.2	2.1	2.1	2.1	2.2	2.3	2	1.8	1.9	2.3
2004	1.9	1.7	1.7	2.3	3.1	3.3	3	2.7	2.5	3.2	3.5	3.3	2.7
2005	3	3	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4
2006	4	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2	2.5	3.2
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2	2.8	3.5	4.3	4.1	2.8
2008	4.3	4	4	3.9	4.2	5	5.6	5.4	4.9	3.7	1.1	0.1	3.8
2009	0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4
2010	2.6	2.1	2.3	2.2	2	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3	3.2
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2	2.2	1.8	1.7	2.1
2013	1.6	2	1.5										
	65.2	65.5	65.5	63.6	63.1	62.7	62.2	62.5	62.7	62	61.3	60.9	62.6
	2.716667	2.729167	2.782609	2.765217	2.743478	2.726087	2.704348	2.717391	2.726087	2.695652	2.665217	2.647826	2.721739	2.718576

Average Inflation Rate each year since 1990: 2.71%
So, cumulatively, 2.71x24 years=65.04% increase in costs

Example: A truck that cost $225,000 in 1990 would cost approximately $375,000 today

AGENDA REQUEST

FOR: COUNCIL MEETING OF June 4, 2013

FROM:
MAYOR LIONELD JORDAN

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution to Approve a Lease with Jim Huson for the Patio Area Adjoining the Old Post Office

APPROVED FOR AGENDA:

Paul A. Becker	5-22-2013
Finance Director Paul Becker	Date
Don Marr	5-22-13
Chief of Staff Don Marr	Date
Kit Williams	5-22-13
City Attorney Kit Williams	Date
Lionel Jordan	5/22/13
Mayor Lioneld Jordan	Date

05-22-13P02:16 RCVD

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
Paul Becker, Finance Director

FROM: **Kit Williams, City Attorney**

DATE: **May 16, 2013**

RE: Lease of Patio area abutting Old Post Office to new owner
Mr. Huson's letter (attached)

Mr. Jim Huson is in the process of purchasing the Old Post Office which has been vacant and unused for the last few years. Like many of the previous tenants of the owner who may sell this property to Mr. Huson, he would like to lease the patio area which was improved by the Hog City Diner managers into a viable restaurant seating area and leased from the City of Fayetteville for $139.75 monthly in a long term lease agreed to by the City Council on July 21, 1998. The most recent tenant, The Urban Table, agreed to pay $200.00 a month to lease the patio area in 2007. Unfortunately, none of the recent tenants have been able to be successful enough to remain in business for a long time at the Old Post Office.

The Administration and City Council need to determine whether to lease the patio area and for how much in order for Mr. Huson (who operates Doe's Eat Place on Dickson) to decide whether to go forward with his plans to purchase the Old Post Office. In his letter to us, Mr. Huson has asked that the City lease this patio area to him for no money. Currently, the Old Post Office has provided space and electricity for the wireless transmitter that provides service for the entire Square which he would continue to do as partial compensation for the use of the patio area. I believe he would also permit the continued use of the outside speakers on his building which are used during the Lights of the Ozarks. I would want him to agree not to object or legally challenge the closure of whatever streets and parking spaces around the Square which the City Council might authorize for the Saturday's Farmers' Market, First Thursday and occasional special events (FHS

Homecoming parade, etc.). The Old Post Office is certainly the most affected business by these street closures which also remove public parking that could otherwise be used by his potential customers.

The Administration and City Council could offer a start-up period with no or small cash payments to lease the patio area with cash payments beginning or increasing after a few years as Mr. Huson's new location at the Old Post Office becomes more established and, hopefully, more profitable.

The other provisions of the previous leases to protect other visitors to the Square such as no amplified music, no signs on the leased area, etc. should also be included in whatever lease the City Council might offer to Mr. Huson. Mr. Huson needs a prompt response so with the permission of the Mayor and City Council, I will ask for your unofficial suggestions (no voting) about this potential lease at the end of the next City Council meeting (right before final adjournment). I will then prepare a lease attempting to mirror your wishes that you can discuss and act on during the next City Council meeting.

Ladies and Gentlemen -

I recently made an offer to purchase the property located at 1 W. Center St. formerly known as *The Old Post Office*. This offer has been accepted and we are moving forward toward closing. As a small business owner in Fayetteville since 1999, I am aware of both the historical importance of this property and the recent struggles that it has faced in being able to sustain a viable tenant(s).

I feel it is very important to work in conjunction with the City of Fayetteville and it's offices to further enhance the appeal of the Fayetteville Square. I am aware of the previous arrangements between the current property owner and the City of Fayetteville regarding the outdoor speaker system mounted to the building, the Christmas lighting installed on the exterior of the building and the storage of the A&P's wi-fi equipment currently housed within the property, and plan to continue cooperation with the city in regards to these items.

I also plan to have a tenant(s) in place within the property in the very near future. I feel this will be a great benefit to the City of Fayetteville as it will restore life to a beautiful property that, as the centerpiece of the Historic Downtown Square, has began to fall into disrepair and seems to be becoming more of a relic that a lively city center.

With cities such as Bentonville already seeing enormous economic growth and development in an around their City Square, and other cities such as Springdale in the planning stages of major renovations and development of their Downtown area, I feel it is very important for us all to work together in keeping the Fayetteville Square economically and culturally competitive as the economy of Northwest Arkansas and the nation as a whole begins to rebound from a long recession.

Rapid re-occupation of this property will not only benefit me as prospective property owner, but will certainly benefit the city in the way of tax revenues, and the further development of the Fayetteville Square as a viable business, entertainment and historic district.

My only concern going forward regards the conditions and usage of the small outdoor patio area situated on the southwest corner of the property. I understand that previous tenants have had different arrangements with the city regarding usage this area, and I would like to get something concrete from the City in regards to this area as we move forward.

I hope that, in the interest of the aforementioned revitalization of the Downtown Square, and the potential tax revenues that can be generated by a successful business(s) occupying this property, that the City of Fayetteville would see fit to grant free usage of this small area to the property owner and/or the future adjoining business located within the property. As it sits now, and has for several years, it is a quaint little garden patio that shows no signs of life in the building and generates no revenue for the property owner or tax revenue for the City of Fayetteville. What it could be, is a quaint little garden patio, bustling with diners, shoppers and visitors, bringing life to the City center and generating revenue for a small business owner and the City of Fayetteville.

By granting usage of this patio area to the property, it will certainly expedite and enhance the probability of drawing in a prospective tenant, who can therefore begin to breathe some life back into the vacant building and be a centerpiece to the revitalization and growth of the Downtown Fayetteville Area. As stated before, I feel as if our continued cooperation with the City of Fayetteville, coupled with the potential tax revenue generated for the City from its use, is reasonable compensation for use by me as property owner or any future tenant of the adjoining property.

I respectfully request that the City Council consider this cooperation with me as the new owner of the property. As I mentioned before, we are working quickly toward closing on the property, and would like to have an agreement in place with the City of Fayetteville as soon as possible. I appreciate your time and consideration on this matter, and I am looking forward to a bright and prosperous future for *The Old Post Office* and the Historic Downtown Fayetteville Square.

Sincerely-

Jim Huson
Doe's Eat Place
(479) 601-6005

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
Paul Becker, Finance Director

FROM: **Kit Williams, City Attorney**

DATE: **May 20, 2013**

RE: Draft of Mayor's Possible Lease of Patio area

After consulting with Mayor Jordan about previous leases of the Old Post Office patio area, the need to continue providing wireless internet to the Square from the Old Post Office site, and the desire to do what we can to encourage active use of the Old Post Office as a ongoing business site, the Mayor suggested that we draft a lease that would cut the previous rental rate in half, to only $100.00 per month for Mr. Huson. Attached please find the proposed Lease I drafted for your consideration.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A FIVE YEAR LEASE OF THE PATIO ADJOINING THE OLD POST OFFICE TO THE PURCHASER OF THE OLD POST OFFICE, JIM HUSON

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 five year Lease of the patio adjoining the Old Post Office to the purchaser of the Old Post Office, Jim Huson, for his use in conjunction with his business within the building.

PASSED and **APPROVED** this 4th day of June 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

LEASE

This Agreement, entered into this _____ day of June, 2013 by and between the City of Fayetteville, whose address is 113 West Mountain and Jim Huson d/b/a Doe's Eat Place whose address is _____ Fayetteville, Arkansas 72701.

WITNESSETH:

1. **LEASED PREMISES.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by Jim Huson as obligations to the City of Fayetteville, the City of Fayetteville leases to Jim Huson subject to the terms and conditions contained herein, the improved seating and patio area adjoining the old Post Office Building and within the fence containing approximately 1676 square feet. Jim Huson agrees to lease this patio area for $100.00 per month and to abide by and faithfully perform all of the covenants, terms, and conditions stated below..

2. **TERM.** This lease shall commence on July 1, 2013 and shall extend five (5) years until June 30, 2018. If at the end of the first term Jim Huson shall have fully performed every agreement and covenant pursuant to the terms of this lease, Jim Huson shall have the right to renew this lease for an additional five (5) year term if so requested in writing provided to the Mayor no later than April 15, 2018. All terms of the original Lease shall remain the same except that the rent shall increase to $200.00 per month.

3. **RENT.** Jim Huson agrees to pay the City of Fayetteville the rental rate of **One Hundred Dollars** ($100.00) per month payable in advance. As further consideration for this Lease and in recognition of the 50% reduction in lease payments as paid by the last restaurant leasing the patio from the City, Jim Huson agrees:

(A) to continue to provide the space and electricity to operate the wireless internet broadcast antennas for the Square provided by Cox Communications,

(B) to continue to allow the A & P Commission to attach and operate its outside speakers for Lights of the Ozarks and provide electricity for the speakers,

(C) to refrain from objecting or legally challenging the closure of City streets and parking spaces around the Square during the Saturday's Farmers' Market, First Thursday, and occasional special events authorized by the Mayor such as the FHS homecoming parade and celebration.

4. **ALTERATION OF IMPROVEMENTS.** Any alteration of the improvements within the City of Fayetteville's leased premises must be approved by the Mayor prior to such alteration.

5. **MUSIC.** Jim Huson agrees that only live, non-amplified music will be permitted on the leased premises which shall not be loud enough to disturb persons enjoying the Square Gardens.

6. **SIGNS AND ADVERTISING.** No sign, picture, advertisement, or notice shall be displayed on any part of the leased premises visible to the public outside the patio area without the previous written consent of the City of Fayetteville.

7. **NO RIGHT OF ASSIGNMENT OR RIGHT OF SUCCESSION.** This Lease agreement shall inure only to the benefit of and be binding upon Jim Huson and the City of Fayetteville and not to their respective heirs, successors and assigns. This lease is not assignable without the written consent of the City of Fayetteville.

8. **TAXES.** Jim Huson shall pay any and all ad valorem taxes or special improvement district taxes levied and assessed against the leased premises and the improvements located thereon during the term of this lease. Jim Huson also agrees to promptly and properly pay all Fayetteville Hotel Motel and Restaurant taxes and all Alcoholic Beverage taxes during this Lease. Failure to properly and timely pay all HMR, Alcoholic Beverage or other State or City tax would constitute a material breach of this Lease and justify the City of Fayetteville to terminate this Lease for cause.

9. **COMPLIANCE WITH LAWS.** Jim Huson agrees not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

10. **INSURANCE ON LEASED PROPERTY**. Jim Huson shall be solely responsible for maintaining whatever insurance he deems necessary on the leased property. The City of Fayetteville makes no warranty that this area is fit for any purposes to which Jim Huson may use it and shall not be liable for any injuries or damage which might occur upon the Leased premises..

11 **RIGHT OF INSPECTION.** The City of Fayetteville shall have the right, in person or through the City of Fayetteville's duly authorized representative, at all reasonable times to inspect the leased premises.

12. **ACCEPTANCE OF PREMISES.** The Jim Huson acknowledges that he has inspected the premises and determined them adequate for his intended uses. Jim Huson accepts the premises in their current condition.

13. **MAINTENANCE OF LEASED PREMISES.** Jim Huson shall be responsible for maintaining the improvements upon the leased premises in a satisfactory condition and the premises shall, at all times, be maintained in a neat and orderly condition. Jim Huson's business operations will be carried on in accordance with the highest standards for such businesses, particularly in the areas of cleanliness, service and noise.

14. **RETURN OF LEASED PROPERTY.** At the end of the term of this lease, or upon any other earlier termination, Jim Huson agrees promptly and peaceably to restore possession of the leased premises to the City of Fayetteville in as good condition as they were when delivered to Jim Huson, ordinary wear and tear expected.

15. **NOTICES.** Any notice called for or permitted under the terms hereof shall be given in writing and sent by certified mail to Jim Huson, at _____, Fayetteville, AR 72702 and to the Mayor's Office, City of Fayetteville, 113 W. Mountain St., Fayetteville, AR 72701. If such certified mail is returned to sender, the City of Fayetteville may provide adequate notice by posting said Notice on the premises.

16. **WASTE.** Jim Huson agrees not to commit waste, nor permit waste to result or to be done to or upon the leased premises, nor to store or permit to be stored thereon any explosives, combustible substances or dangerous materials; nor to operate or permit to exist thereon any public or private nuisance.

17. **RIGHT TO CURE.** If Jim Huson shall default in any of the covenants, agreements, conditions, or undertakings herein contained to be kept, observed and performed by Jim Huson, the City of Fayetteville shall give notice of such default in writing to Jim Huson and Jim Huson shall have thirty (30) days from and after the giving of such notice to eliminate and/or cure the cause of such default. If said default is eliminated or cured with the aforementioned thirty (30) days, Jim Huson shall not be considered in default or in breach of this lease.

18. **SEVERABILITY.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

19. **INTERPRETATION AND VENUE.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas with p[roper jurisdiction and venue in Washington County, Arkansas.

20. **ENTIRE AGREEMENT.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto.

21. **NON-WAIVER PROVISION.** The failure of the City of Fayetteville or Jim Huson to insist upon the strict and literal performance of any agreement or conditions herein or to exercise any option retained or granted by reason of a default by Jim Huson shall not constitute a waiver of the City of Fayetteville's right thereafter to insist upon and enforce full performance of such conditions and agreements.

IN WITNESS WHEREOF, the City of Fayetteville and Jim Huson have hereunto set their hands and seals and have caused their names to be hereunto affixed by the undersigned officers who are duly authorized to act, on this ___ day of June, 2013.

JIM HUSON

By: _____
JIM HUSON

Witness: _____
Name & Title

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN
Mayor

Attest: _____
Sondra Smith, City Clerk

RESOLUTION NO. 128-07

A RESOLUTION APPROVING A LEASE WITH THE URBAN TABLE, LLC FOR THE PATIO WITHIN THE SQUARE GARDENS FOR USE AS AN OUTDOOR DINING AREA.

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 Lease with The Urban Table, LLC of the patio within The Square Gardens for use as an outdoor dining area. A copy of the Lease, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and **APPROVED** this 17th day of July, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

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

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

LEASE

June, 2013

This Agreement, made and entered into this 17th day of July, 2007, by and between the City of Fayetteville ~~of Fayetteville,~~ whose address is 113 West Mountain and The Urban Table, LLC whose mailing address is 5405 West Wheeler Road, Fayetteville, Arkansas, 72704.

WITNESSETH:

1. **LEASED PREMISES.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by The Urban Table, LLC as obligations to the City of Fayetteville, the City of Fayetteville leases to The Urban Table, LLC subject to the terms and conditions contained herein, the improved seating area adjoining the old Post Office Building within the fence containing approximately 1,676.16 square feet more or less, situated in Washington County, Arkansas as shown by the Site Plan of Wittenberg, Delony & Davidson, Inc. as attached as Exhibit A. To have and to hold said premises unto said The Urban Table, LLC, for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **TERM.** This lease shall commence on July 17, 2007 and shall extend for an initial term of two (2) years. If The Urban Table, LLC shall have fully performed every agreement and covenant on The Urban Table, LLC part to have been kept and performed under the term of this lease at the time of exercise and at the time of renewal, The Urban Table, LLC is hereby granted the right if mutually agreeable with the City of Fayetteville and option to extend this lease, upon the same terms, with a three (3) percent increase in rent for an additional period of two (2) years, with such option to be exercised in writing by The Urban Table, LLC not later than one hundred eighty (180) days prior to the expiration of the basic or original term of this lease.

3. **RENT.** The Urban Table, LLC agrees to pay to City of Fayetteville the annual rental rate of $2,400.00 payable in monthly installments of $200.00 each, to be paid in advance beginning on the first day of September, 2007 and on the first day of each and every month thereafter. No security deposit shall be required.

4. **USE.** The Urban Table, LLC agrees to use the leased premises for the purpose of operating an outdoor dining area and for no other purpose or purposes without the written consent of the City of Fayetteville having been obtained in advance.

5. **CONSTRUCTION OF IMPROVEMENTS.** Any alteration of the improvements within the City of Fayetteville's leased premises must be approved by the Mayor prior to such alteration.

6. **INGRESS AND EGRESS.** Except for emergency and handicapped access, all ingress and egress to and from the leased premises shall be through the Old Post Office building. Handicapped access is limited to the east area of the leased premises. Permission from the City of Fayetteville must be obtained for special event access to the patio area from the east entry.

7. **MUSIC.** The Urban Table, LLC agrees that only live non-amplified music will be permitted on the leased premises which shall not be loud enough to disturb persons enjoying the Square Gardens.

8. **SIGNS AND ADVERTISING.** No sign, picture, advertisement, or notice shall be displayed on any part of the leased premises visible to the public without the previous consent, in writing, or the City of Fayetteville.

9. **LITTER REMOVAL.** The Urban Table, LLC shall provide daily litter removal from the portion of the Town Square in front of its public entrances.

10. **NON-SUCCESSION.** This lease agreement shall inure only to the benefit of and be binding upon the parties hereto and not to their respective heirs, successors and assigns. This lease is not assignable without the consent of the City of Fayetteville.

11. **TAXES.** The Urban Table, LLC shall pay any and all ad valorem taxes special improvement district taxes levied and assessed against said premises and the improvements located thereon during the term of this lease.

12. **COMPLIANCE WITH LAWS.** The Urban Table, LLC agrees not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

13. **INSURANCE OF THE URBAN TABLE, LLC'S PROPERTY**. The Urban Table, LLC shall be solely responsible for maintaining insurance on its property, including but not limited to movables, trade fixtures installed by The Urban Table, LLC, furniture, furnishings and inventory.

14. **RIGHT OF INSPECTION.** The City of Fayetteville shall have the right, in person or through the City of Fayetteville's duly authorized representative, at all reasonable times to inspect the leased premises.

15. **RIGHT OF SQUARE GARDEN RENOVATION.** The City of Fayetteville reserves the right to close the patio area for renovation to the square

gardens as deemed necessary. Rent will be prorated during this time frame; however, lessee will be responsible for storing and securing all of the lessee's amenities on the patio during this time. It is the intent of the City of Fayetteville to minimize the time in which the patio area would need to be closed.

16. **ALTERATIONS.** The Urban Table, LLC shall have the right and privilege to make, at The Urban Table, LLC's expense, ordinary repairs and alterations to the leased premises; however, no alterations shall be made without the prior written consent of the City of Fayetteville.

17. **FIXTURES.** All trade fixtures installed by The Urban Table, LLC or acquired by The Urban Table, LLC independently of this lease shall remain The Urban Table, LLC's property and may be removed by The Urban Table, LLC at the expiration of this lease; provided, however, The Urban Table, LLC shall restore the leased premises and repair any damage thereto caused by such removal.

18. **ACCEPTANCE OF PREMISES.** The Urban Table, LLC acknowledges it has inspected the premises and determined them adequate for its intended uses. The Urban Table, LLC accepts the premises in their current condition.

19. **MAINTENANCE OF LEASED PREMISES.** The Urban Table, LLC shall be liable for all license fees, occupation taxes and the like in connection with the operation of any business on the leased premises, and shall pay all charges incurred by The Urban Table, LLC in connection with utility services of whatever kind or nature including any sewer charges and pickup of The Urban Table, LLC's trash and garbage.

The Urban Table, LLC shall be responsible for maintaining the improvements upon the leased premises in a satisfactory condition and the premises shall, at all times, be maintained in a neat and orderly condition. The Urban Table, LLC's business operations will be carried on in accordance with the highest standards for such businesses, particularly in the areas of cleanliness and service.

20. **INDEMNIFICATION OF CITY OF FAYETTEVILLE.** The Urban Table, LLC shall defend, indemnify and hold the City of Fayetteville harmless against any expense, claim, loss or liability as the result of any breach by The Urban Table, LLC, The Urban Table, LLC's agents, servant, employees, customers, visitors or licensees, of any covenant or condition of this lease, or as a result of The Urban Table, LLC's use or occupancy of the demised premises, or the carelessness, negligence of improper conduct of The Urban Table, LLC, The

Urban Table, LLC's agents, servants, employees, customers, visitors or licensees. To facilitate the provisions hereof, The Urban Table, LLC shall keep and maintain at all times during the term of this lease, or any extension thereof, in full force and effect with a company or companies acceptable to City of Fayetteville, insurance against third party liability by reason of The Urban Table, LLC's occupancy of the demised premises with limits of liability thereunder of not less than $100,000.00 per person and $500,000.00 per accident with $500,000.00 coverage for property damage.

21. **RETURN OF LEASED PROPERTY.** At the end of the term of this lease, or upon any other earlier termination, The Urban Table, LLC agrees promptly and peaceably to restore possession of the leased premises to the City of Fayetteville in as good condition as they were when delivered to The Urban Table, LLC, ordinary wear and tear excepted. To accommodate this covenant, The Urban Table, LLC hereby waives any and all notice to which The Urban Table, LLC may be entitled under the laws of the State of Arkansas as a prerequisite to a suit against The Urban Table, LLC for the unlawful detention of the property.

22. **NOTICES.** Any notice called for or permitted under the terms hereof shall be given in writing and sent by certified mail to The Urban Table, LLC, at 5405 West Wheeler, Fayetteville, AR 72704 and to the Mayor's Office, City of Fayetteville, 113 W. Mountain St., Fayetteville, AR 72701. If such certified mail is returned to sender, the City of Fayetteville may provide adequate notice by posting said Notice on the premises.

23. **WASTE.** The Urban Table, LLC agrees not to commit waste, not permit waste to result or to be done to or upon the aforesaid property and premises; not to conduct any other business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials or any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of said property; and not to operate nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

24. **RIGHT TO CURE.** If The Urban Table, LLC shall default in any of the covenants, agreements, conditions, or undertakings herein contained to be kept, observed and performed by The Urban Table, LLC, the City of Fayetteville shall give notice of such default in writing to The Urban Table, LLC and The Urban Table, LLC shall have thirty (30) days from and after the giving of such notice to eliminate and/or cure the cause of such default. If said default is eliminated or cured with the aforementioned thirty (30) days, The Urban Table, LLC shall not be considered in default or in breach of this lease.

25. **TERMINATION.** Each party may terminate this lease by providing written notice to the other not less than sixty (60) days before the date of termination.

26. **SEVERABILITY.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

27. **INTERPRETATION.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

28. **ENTIRE AGREEMENT.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto.

29. **NON-WAIVER PROVISION.** The failure of the City of Fayetteville or The Urban Table, LLC to insist upon the strict and literal performance of any agreement or conditions herein or to exercise any option retained or granted by reason of a default by The Urban Table, LLC shall not constitute a waiver of the City of Fayetteville's right thereafter to insist upon and enforce full performance of such conditions and agreements.

IN WITNESS WHEREOF, the City of Fayetteville and The Urban Table, LLC have hereunto set their hands and seals and have caused their names to be hereunto affixed by the undersigned officers who are duly authorized to act, on this 17th day of July, 2007.

THE URBAN TABLE, LLC

By: _____
Rhett Hall, President
The Urban Table, LLC

_____
Judy Hall, Chairperson
The Urban Table, LLC

Attest: _____
Name & Title

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
DAN COODY
Mayor

Attest: _____
Sondra Smith, City Clerk

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/4/2013
City Council Meeting Date
Agenda Items Only

David Jurgens	Utilities	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approving the Mayor and City Attorney to negotiate a real estate sales contract with an unnamed company for $223,500.00 for the sale of approximately 14.9 acres of land owned by the City of Fayetteville water and sewer utility on Morningside Drive in the Industrial Park, and approve a budget adjustment. The contract will be brought back to Council for approval once negotiated.

$ 74,500		Miscellaneous
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.6600.7602.40		Transfers Out
Account Number	Funds Used to Date	Program / Project Category Name
		General
Project Number	Remaining Balance	Fund Name

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

Department Director — 22 MAY 13 Date

City Attorney — May 23, 2013 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becker
Finance and Internal Services Director — 5-23-2013 Date

Chief of Staff — 5-23-13 Date

Mayor — 5/23/13 Date

Received in City Clerk's Office — 05-23-13 A06:35 RCV

Received in Mayor's Office — ENTERED 5/23/13

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: May 22, 2013

Subject: Sale of 14.9 Acres of Land in the Industrial Park to Unnamed Poultry Science Company

RECOMMENDATION

City Staff recommends approving the Mayor and City Attorney to negotiate a real estate sales contract with an unnamed poultry science company for $223,500.00 for the sale of approximately 14.9 acres of land owned by the City of Fayetteville water and sewer utility on Morningside Drive in the Industrial Park, and approve a budget adjustment. The contract will be brought back to Council for approval once negotiated.

BACKGROUND

The City of Fayetteville, the Arkansas Economic Development Commission (AEDC), and the Arkansas Governor have been approached by an unnamed poultry science to find a site suitable for construction of a research and manufacturing facility. The company is a bioscience company specializing in the development and commercialization of science-based probiotic products for the poultry industry.

DISCUSSION

Through negotiations between the Fayetteville Chamber of Commerce, the AEDC, and the company, the company has stated an intent to construct and occupy a new facility at the Morningside Drive site that will move or create a total of at least 60 jobs with an average annual salary of $65,000 within five years to this location. The company further has stated the intent that construction of the facility will begin within 12 months of acceptance of this offer.

The current proposal is to sell the property to the company at a reduced rate of $15,000 per acre. In order for this project to be eligible for AEDC funding support, the City must contribute to the economic development in some way. With the current proposal, the City's contribution is in the form of the discounted price per acre (the established asking price has been $20,000, which is what the Water/Sewer fund paid the general fund when the land was transferred in April, 2003) as well as assistance with on-site development including possible work on storm drainage, pavement, street work, and sidewalk work, all within the public right of way. The value of this work is estimated at $200,000. Payment for the cost of the land will be amortized over 20 years with the first 5 years fixed at an interest rate of the Federal Reserve Rate plus one percent (1%). At the end of the 5th year, the City and the company will renegotiate the remaining 15 years based on the Federal Reserve Rate plus one percent (1%) at that time.

City Code §34.27 establishes specific requirements regarding public notice of the sale of real property. Additionally, the City Council must establish that this land is no longer needed for municipal purposes. As the Utility has other land adjacent to this site, this land is no longer needed for municipal purposes. All Code requirements have been met.

BUDGET IMPACT

$223,500 in sale revenue will be paid to the Water/Sewer fund. The budget adjustment is to appropriate $74,500 in the general fund that will be transferred to the Water/Sewer fund to make the Water/sewer fund whole from the land sale.

Attachments:
- Location Map (wide area)
- Detail Map
- Tentative Site Layout
- Chamber Letter to AEDC including Economic Development Information
- City Attorney Memo of May 9, 2013
- Budget Adjustment

RESOLUTION NO. _____

A RESOLUTION TO REQUEST THAT THE ADMINISTRATION NEGOTIATE A LAND SALE AGREEEMENT TO CONVEY ABOUT 14.9 ACRES TO A BIOSCIENCE COMPANY PLANNING TO BUILD A FACILITY IN THE INDUSTRIAL PARK

WHEREAS, the City Council has long supported economic development of clean and high technology industry in Fayetteville; and

WHEREAS, the Arkansas Economic Development Commission and Arkansas Governor have agreed to assist a bioscience company to build and operate a new facility in the Fayetteville Industrial Park if the City of Fayetteville will also provide some economic incentives to facilitate this project; and

WHEREAS, the City Council requests that the Administration negotiate a land sale agreement with this bioscience company to purchase about 14.9 acres of land in the Industrial Park at a reduced cost of $15,000.00 per acre as part of the required participation with the Arkansas Economic Development Commission to incentivize this company to locate its new facility here.

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 requests that the Administration to negotiate a land sale contract with this bioscience company to be presented in the future to the City Council for its consideration and final approval.

PASSED and **APPROVED** this 4th day of June 2013.

APPROVED:

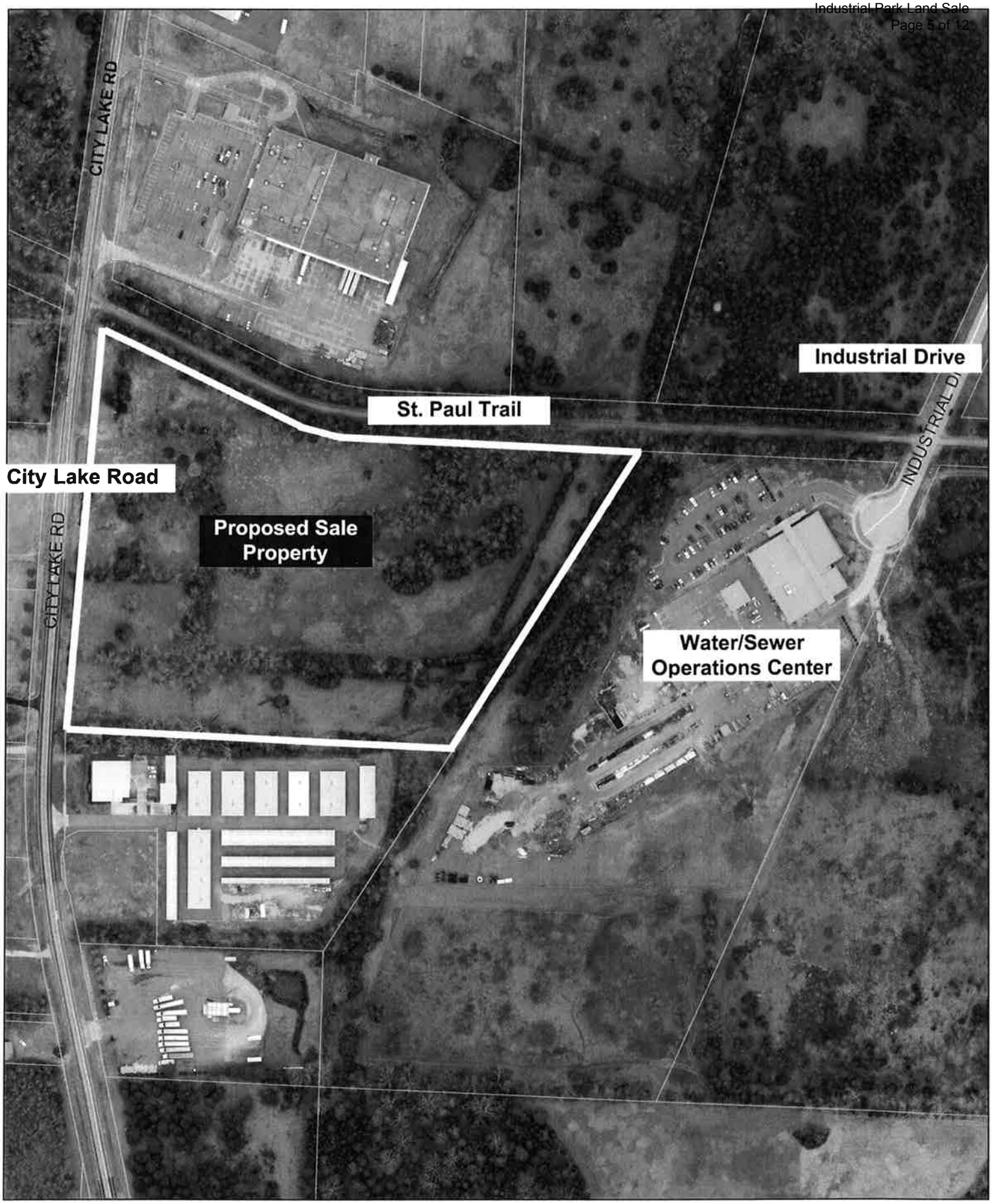
By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

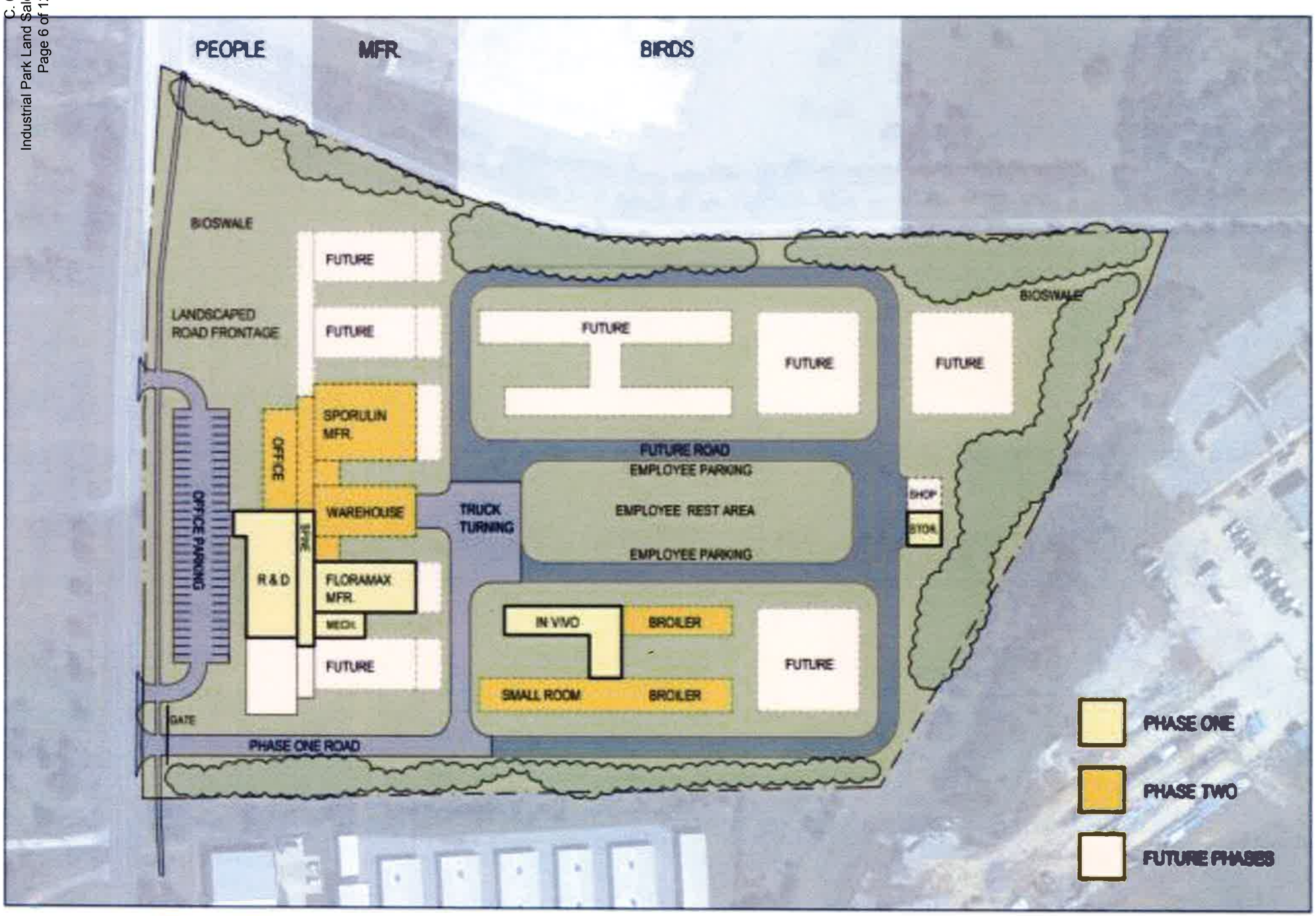
Proposed Property Sale in Industrial Park

Proposed Property Sale in Industrial Park



0 140 280 560 840 Feet

NORTH



MASTERPLAN WITH PHASING
SCALE: NOT TO SCALE

February 7, 2013

Sarah Clark
Project Manager, Business Development
Arkansas Economic Development Commission
900 West Capitol, Suite 400
Little Rock, AR 72201
501-682-1260 (office)
501-580-0274 (cell)

Dear Sarah:

The philosophy of the City of Fayetteville and its citizenry has been one of building a quality of place for our community. As such, Mayor Jordan, the City Council, and the Fayetteville Chamber place the highest priority in investing in the infrastructure within the city. They look at infrastructure such as excellent roads, schools, and amenities. We believe that by investing in infrastructure, Fayetteville will become a desired location for businesses to prosper and for residents to call home. The City of Fayetteville has invested in its infrastructure in the past, current, and in the future.

1) Citizens of Fayetteville approved a tax increase in 2011 to raise funds to expand and renovate its Fayetteville High School. This is a $94 million project divided in 2 phases. Phase 1 is already completed and Phase 2 will be completed by 2014. Phase 1 included an 850-seat performing arts center; a 2,200-seat sports arena with two practice gyms and locker rooms; and classrooms for drama, band, orchestra, and choir. Also included is a student cafeteria that seats 600 students.

2) Citizens of Fayetteville, together with the rest of the state, approved a half cent sales tax in November, 2012 (for the next 10 years), to raise funds for infrastructure. Specifically, northwest Arkansas where Fayetteville is located, will see Interstate 540 expand from 4- to 6-lanes from Fayetteville to Bella Vista. This year, five out of 17, I-540 projects will get underway; two in Benton County and three in Washington County. All 17 projects will start in the next 5 years and all are scheduled to be finished in the next 10 years. In addition to these highway projects, the City of Fayetteville will enjoy $12 million of turn back monies from this tax to improve city streets and roads over the next 10 years.

3) Within the Fayetteville Commerce District where the site is located, the City of Fayetteville has made improvements to it since last year. It added 29 public street lights to improve night lighting there. This year, the City will be building and connecting sidewalks in the district and putting up additional way-finding signs to help truckers/visitors find their way to the district. It is also improving the turn points on

123 West Mountain * P.O. Box 4216 * Fayetteville, AR 72702-4216* TEL 479. 521. 1710 * FAX 479. 1791 * www.fayettevillear.com

Armstrong and Morningside with 15th Street. Road improvements are currently underway on Hwy 265 and Cato Springs Road to help with accessing to interstate highways. Fifteenth Street and Morningside/City Lake Road are in the work plans for improvement as well. This improvement will cost the City more than $100,000.

1) Apart from schools and roads, the City of Fayetteville is known for its trails, parks, arts, entertainment, and cultural offerings, thus making it a desired location for families and workers to live and play. The City is able to recruit and retain local and outside talents. The City builds about 3 miles of trail each year. Beginning this year, it will increase spending on building sidewalks within the city, starting in subdivisions located close by to schools.

2) The University of Arkansas is a great asset to companies like "THE UN-NAMED POULTRY SCIENCE COMPANY" for its research and development capabilities and the workforce it produces. The U of A has seen an increase of student enrollment of 1,500 students a year for the past three years. This trend is expected to continue for the next few more years. This growth showed a desire from students to seek training at this facility over others in the nation. The university, since 2001, has invested more than $1 billion in capital expenditures. Currently, it has $300 million worth of projects happening on campus with many more in different stages of planning.

3) As a result of all these work, the Fayetteville MSA has enjoyed a net positive population growth and an unemployment rate below that of the nation. The Cost of Living Index for 2012 just came out—Fayetteville MSA is ranked #6 as the least expensive MSA amongst all the MSAs under study (307). Fayetteville MSA is the only MSA from Arkansas that made that list and there was no MSA from Missouri that showed up in the top 10 ranking. This is a publication by the Council of Community and Economic Research.

We consider "THE UN-NAMED POULTRY SCIENCE COMPANY" a home grown company because of its UA origins and we are excited and proud of its growth and plans for the future. We are confident that Pacific Vet Group will agree that its expansion should be back in Fayetteville where "THE UN-NAMED POULTRY SCIENCE COMPANY" will have access to intrinsic resources that it may not be able to find elsewhere. Fayetteville wishes to be "THE UN-NAMED POULTRY SCIENCE COMPANY"'s partner to help it grow. As such, the City will work with "THE UN-NAMED POULTRY SCIENCE COMPANY" to expedite their expansion process and put its project on fast track. The Fayetteville Chamber, being the economic developer for the city, will be the contact for this project.

In addition, the City is pleased to offer a price reduction of $5,000 off the asking price of $20,000 per acre for the 14.9 acres of land owned by the City in the Fayetteville Commerce District. This represents a $74,500 direct benefit to "THE UN-NAMED POULTRY SCIENCE COMPANY". Since this is a green site, the City will assist with on-site development in terms of public right of way and to facilitate access in the areas of culverts & storm drainage, concrete pavements such as entry drives, asphalt pavement, curbs & gutters, and sidewalk. City

assistance will be limited to public areas only as regulations do not permit city to work on private property.

This offer is construed based on "THE UN-NAMED POULTRY SCIENCE COMPANY"'s expansion plan presented to us. "THE UN-NAMED POULTRY SCIENCE COMPANY"'s plan calls for moving existing and new jobs to a total of at least 60 jobs with an average annual salary of $65,000 within 5 years and that construction shall begin within 12 month upon acceptance of this offer. Furthermore, "THE UN-NAMED POULTRY SCIENCE COMPANY" will move into the new location once construction is completed.

We look forward to working with you and "THE UN-NAMED POULTRY SCIENCE COMPANY" on this exciting project.

Yours truly,

Steve Clark
President & CEO

Project Summary - Confidential

COMPANY BACKGROUND:

In 2003, the company was created from research carried out within the University of Arkansas' Division of Agriculture. This company was purchased by another company, a leading global distributor of animal health products, in 2008 to form UN-NAMED POULTRY SCIENCE COMPANY, and their poultry health products are now among the most researched and proven in their class. UN-NAMED POULTRY SCIENCE COMPANY-USA, headquartered in Washington County, grew its revenue from $250K in 2008 to $8M in 2012, and the company's goal is to reach $50M in annual revenues by 2018. The company needs a new campus to expand, and is looking at acreage in Arkansas, Missouri, and Oklahoma.

This company fits the goals of the Governor's strategic plan for economic development in several ways.

- First, it is an entrepreneurial organization with roots in research conducted at the University of Arkansas; currently all of UN-NAMED POULTRY SCIENCE COMPANY-USA's products are invented and manufactured in Arkansas.

- Also, the company produces environmentally friendly products that serve one of the state's largest industries, helping poultry producers meet the increasingly stringent demands for healthy, sustainable production practices.

- Moreover, UN-NAMED POULTRY SCIENCE COMPANY-USA pays wages in excess of 150% of the state and county average hourly wage, often hiring Masters and Doctorate program graduates of the UA.

- The company is also a global enterprise, deriving nearly half of its revenues from exports.

PROJECT PARAMETERS:

- **Location:** Fayetteville, Washington County

- **Jobs:** The company is committed to creating 47 new jobs by 2018 with an average wage of approximately $32/hour ($66,500/year).

- **Investment:** Phase I will include a $5M investment in new buildings and Phase II will include an approximate $12-15M investment in new buildings and expansion.

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
Don Marr, Chief of Staff
Paul Becker, Finance Director
David Jurgens, Utilities Director

FROM: **Kit Williams, City Attorney**

DATE: **May 9, 2013**

RE: Sale of Water and Sewer land in Industrial Park to new industry

I believe that the City of Fayetteville can sell the necessary acreage to the proposed new industry for $15,000.00 per acre as the City's required (by the Arkansas Economic Development Commission) support for this economic development project. Although this is $5,000.00 less than the normal asking price for our other available Industrial Park property, the long term economic benefits to our City, Citizens and existing businesses from this project with its quality, high paying jobs justifies this proposed reduced price offering. I do recommend that the Water and Sewer Fund that currently owns this land be compensated for this offer to sell at what might be below the value of the land (in a trade for other city land) it acquired about a decade ago.

We need to begin **immediately** the Public Notification process required by Section 34.27 of the Fayetteville Code (copy attached) for the sale of City property. We simply need to mail notices to adjoining landowners, post signs on the property and publish a notice in the paper at least 15 days before the City Council meeting in which a Resolution for the sale is considered by the City Council. This is the same process used in the sale of the 2 acres of the old Tyson factory site. Jeremy Pate did that notification and therefore would be very "up to speed" on what is needed.

City of Fayetteville, Arkansas
Budget Adjustment Form

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

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

$74,500 in the Transfer to Water & Sewer account to reimburse the Water & Sewer Fund for market value of the sale of 14.9 acres of Industrial Park Property.

Paul A. Becker	5-22-2013	Prepared By:	Kevin Springer
Division Head	Date		*Springer, Kevin*
	5-22-2013	Reference:	
Budget Director	Date	Budget & Research Use Only	
Paul A. Becker	5-23-2013	Type: A B C (D) E P	
Department Director	Date		
	5-23-13	General Ledger Date	
~~Finance Director~~	Date		
		Posted to General Ledger	
Chief of Staff	Date	Initial	Date
	5/23/13	Checked / Verified	
Mayor	Date	Initial	Date

		Increase / (Decrease)		
TOTAL BUDGET ADJUSTMENT		74,500	74,500	
Account Name	Account Number	Expense	Revenue	Project.Sub Number
Transfer to Water & Sewer	1010.6600.7602.40	74,500	-	57018 . 5400
Use of fund balance	1010.0001.4999.99		74,500	.
				.
				.

AGENDA REQUEST

FOR: COUNCIL MEETING OF June 4, 2013

FROM:
ALDERMAN ALAN LONG

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution to Add a City Council Member to the Animal Services Advisory Board

APPROVED FOR AGENDA:

Alderman Alan Long — Date: 05-21-13

City Attorney Kit Williams — Date: 5-17-13

05-21-13P05:15 RCVD

RESOLUTION NO. _____

A RESOLUTION TO AMEND RESOLUTION NO. 200-12 TO ADD A CITY COUNCIL MEMBER TO THE ANIMAL SERVICES ADVISORY BOARD

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 amends Resolution No. 200-12 by amending (B) Membership of the Animal Services Advisory Board to add as subsection 4. : " An Alderman appointed by the Mayor."

PASSED and **APPROVED** this 4th day of June 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

RESOLUTION NO. 200-12

A RESOLUTION AMENDING RESOLUTION NO. 81-09 TO REDUCE THE TOTAL NUMBER OF MEMBERS OF THE ANIMAL SERVICES ADVISORY BOARD AND REDESIGNATING CERTAIN MEMBERSHIP COMPOSITION OF THE BOARD

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 amends Subsection 1(B) of Resolution No. 81-09 so that after amendment the subsection shall read as follows:

"B. The ASAB shall be composed of the following seven (7) members to be appointed by the City Council:

1. One (1) licensed veterinarian;
2. One (1) owner, operator or employee of a business related to the production, sale, distribution or care of animals or livestock;
3. Five (5) residents of the City of Fayetteville at large."

Section 2. That the members of the Animal Services Advisory Board on the date of the adoption of this Resolution who were appointed as a Washington County representative or a person with a background in finance shall continue as members of the Board as residents of the City at large.

PASSED and **APPROVED** this 8th day of November, 2012.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

AGENDA REQUEST

FOR: COUNCIL MEETING OF June 4, 2013

FROM:
Mayor Lioneld Jordan

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:
A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $10,200.00 TO PROVIDE ADDITIONAL TRAVEL AND TRAINING FUNDING FOR MEMBERS OF THE CITY COUNCIL

APPROVED FOR AGENDA:

Asst. City Attorney (form only) — Date: 5/9/13

Mayor — Date: 5/10/13

05-10-13P12:37 RCVD

Kim J.

Fayetteville ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **City Council**
City Clerk Sondra Smith

THRU: **Mayor Jordan**

CC: **Don Marr, Chief of Staff**
Paul Becker, Finance Director

FROM: **Kit Williams, City Attorney**

DATE: **May 16, 2013**

RE: Travel and training expense approvals and forms

All elected city officials should have the power, authority and responsibility to approve travel and training expenses for themselves without final approval of the Mayor or Finance Department. Any such elected city official who signs the travel and training form certifies that such travel and training is properly related to City business pursuant to normal City policy. The amount permitted for such travel and training shall be limited to the same amount per City policy as would be permitted for any City employee for travel, meals, mileage, and accommodations (hotel) for any necessary trip.

The City Administration believes attendance of Municipal League conventions and seminars are properly related to City business and valuable for members of the City Council. The Administration encourages members to attend both the Winter and Summer meetings. Accordingly, the Administration requests that $2,000.00 be budgeted annually and allocated to each member of the City Council for the necessary expenses to attend these meetings. However, a member of the City Council may elect to attend another convention or seminar and spend some or all of the annual $2,000.00 allotment for meetings other than the Arkansas Municipal League as long as such meeting is properly related to City business. If a member of the City Council needs to spend more than the annually budgeted $2,000.00, such member should request a budget adjustment for City Council approval.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $10,200.00 TO PROVIDE ADDITIONAL TRAVEL AND TRAINING FUNDING FOR MEMBERS OF THE CITY COUNCIL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the total amount of $10,200.00 to provide additional travel and training funding for members of the City Council.

PASSED and **APPROVED** this 4th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form (Position Control Version)

Budget Year	Division: City Council Department: Mayors Administration	Request Date	Adjustment Number
2013		5/8/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

$10,200 is requested in the Travel & Training account to allow sufficient funding so that every Alderman can attend the Arkansas Municipal League conference.

Paul A. Becker	5-9-2013	Prepared By:	Kevin Springer
Division Head	Date	Reference:	
[signature]	5-21-2013		
Budget Director	Date	Budget & Research Use Only	
		Type: A B C D E P	
Department Director	Date		
Paul A. Becker	5-21-2012	General Ledger Date	
Finance Director	Date		
[signature]	5-21-13	Posted to General Ledger	Initial / Date
Chief of Staff	Date		
[signature]	5/21/13	Checked / Verified	Initial / Date
Mayor	Date		

		Increase / (Decrease)		
TOTAL BUDGET ADJUSTMENT		10,200	10,200	
Account Name	Account Number	Expense	Revenue	Position Number
Travel & Training	1010.0160.5304.00	10,200	-	
Use of Fund Balance	1010.0001.4999.99	-	10,200	
		-	-	

Exhibit "A"

Agenda Session 5/28/13

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
June 04, 2013

A meeting of the Fayetteville City Council will be held on June 04, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Quarterly Financial Report – 1st Quarter of 2013,** Paul Becker, Finance Director

Agenda Additions:

A. Consent:

Remove 1. ~~Approval of the May 21, 2013 City Council meeting minutes.~~

2. **RFP #13-06 Challenger Teamwear:** A resolution awarding RFP #13-06 and authorizing a contract with Challenger Teamwear in the amount of $12.15 each for youth soccer uniforms for the Fall 2013 and Spring 2014 seasons.

3. **Gallagher Benefits Services:** A resolution approving the annual renewal contract in the amount of $57,600.00 with Gallagher Benefits Services for the provision of City employee benefits broker services.

4. **Bid #13-19 Suncoast Infrastructure, Inc.**: A resolution awarding Bid #13-19 and approving a contract with Suncoast Infrastructure, Inc. in the amount of $162,495.00 to construct Elkins Outfall Gravity Sewer Improvements, and approving a $20,000.00 project contingency.

5. **Goodwin & Goodwin, Inc. Change Order 2:** A resolution approving Change Order No. 2 to the construction contract with Goodwin & Goodwin, Inc. for water and sewer relocations on N. Garland Avenue in the amount of $111,165.35, and approving a budget adjustment.

6. **2013 Curbside Value Partnership:** A resolution approving application for a 2013 Curbside Value Partnership education recycling marketing grant valued at $25,000.00.

7. **Keep America Beautiful Cigarette Litter Prevention Program Grant:** A resolution authorizing acceptance of a Keep America Beautiful Cigarette Litter Prevention Program Grant in the amount of $1,000.00, and approving a budget adjustment.

8. **2012 ADEQ Recycling Grant:** A resolution authorizing acceptance of a 2012 Arkansas Department of Environmental Quality Recycling Grant in the amount of $25,000.00 for the purchase of recycling containers for the apartment recycling program, and approving a budget adjustment.

9. **Concrete Sculpture Donation:** A resolution authorizing acceptance of a concrete sculpture donation from Hank Kaminsky for placement along Scull Creek Trail or Frisco Trail.

Need new resolution + update staff review

10. **EPA Region 6 Wetland Program Development Grant:** A resolution approving application for an EPA Region 6 Wetland Program Development Grant in the amount of $100,000.00 for an assessment of City streams.

11. **Wal-Mart Stores, Inc.:** A resolution authorizing acceptance of the donation of an AreaRae air detection instrument in an approximate value of $50,000.00 from Wal-Mart Stores, Inc. for use by the Fire Department.

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. This ordinance was left on the Third Reading at the May 21, 2013 City Council meeting and Tabled to the June 4, 2013 City Council meeting.***

   Left on the Third Reading

2. **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. ***This ordinance was left on the First Reading at the May 21, 2013 City Council meeting.***

   Left on the First Reading

C. New Business:

1. **RZN 13-4360 (693 W. North St./Randle):** An ordinance rezoning that property described in rezoning petition RZN 13-4360, for approximately 2.44 acres, located at 693 West North Street from I-1, Heavy Commercial and Light Industrial, to CS, Community Services.

2. **RZN 13-4363 (2269 N. Henbest Rd./Nelms):** An ordinance rezoning the properties described in rezoning petition RZN 13-4363, for approximately 5.77 acres, located at 2269 North Henbest Road from R-A, Residential Agricultural, RSF-4, Residential Single-Family, 4 units per acre, and RMF-24, Residential Multi-Family, 24 units per acre, to CS, Community Services and C-2 Thoroughfare Commercial.

3. **RZN 13-4369 (4253 N. Crossover Rd./Vista Health):** An ordinance rezoning that property described in rezoning petition RZN 13-4369, for approximately 9.58 acres, located at 4253 North Crossover Road from R-O, Residential-Office and C-1, Neighborhood Commercial, to P-1, Institutional.

4. **Amend §33.046 and §33.050:** An ordinance amending §33.046 Providing Fire Protection Services Outside the City and §33.050 Response to Hazardous Materials Incidents of the Code of Fayetteville to modify Interlocal in mutual-aid provisions and to increase rates charged for fire protection, search and rescue and hazardous materials response services.

5. **Old Post Office Patio Lease:** A resolution to approve a five year lease of the patio adjoining the Old Post Office to the purchaser of the Old Post Office, Jim Huson.

6. **Industrial Park Land Sale:** A resolution to request that the administration negotiate a land sale agreement to convey about 14.9 acres to a bioscience company planning to build a facility in the Industrial Park.

Consent (7) **Amend Resolution No. 200-12 Animal Services Advisory Board:** A resolution to amend Resolution No. 200-12 to add a City Council member to the Animal Services Advisory Board.

8. **City Council Budget Adjustment:** A resolution approving a budget adjustment in the total amount of $10,200.00 to provide additional travel and training funding for members of the City Council.

D. City Council Agenda Session Presentations:

1. **Maylon Rice, Library Board – One Book, One Community**

E. City Council Tour:

1. **June 24, 2013 5:30 p.m.**
   Tri Cycle Farms

F. Announcements:

Adjournment:

Consent: Add: Bid #13-30 Benchmark Construction of NWA, Inc.

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>
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Pre Agenda Meeting 5/22/13

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

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Ward 1 Position 2 – Sarah Marsh
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move NB#6

5. **Pacific Vet Group-USA (PVG):** This is a place holder item. Additional information will be provided at Agenda Session.

move NB#5

6. **Old Post Office Patio Lease:**

D. City Council Agenda Session Presentations:

1. **Maylon Rice, Library Board – One Book, One Community**

E. City Council Tour:

1. **June 24, 2013 5:30 p.m.**
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Lisa Branson - Fwd: Re: City Council Agenda Session Presentations: Maylon Rice Library Board - One Book, One Community.

From: Don Marr
To: Branson, Lisa
Date: 5/7/2013 8:09 AM
Subject: Fwd: Re: City Council Agenda Session Presentations: Maylon Rice Library Board - One Book, One Community.

Yes Lisa - This is fine to add.
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

>>> Lisa Branson 5/7/2013 7:31 AM >>>
Mayor/Don,

Will you please approve adding the following Agenda Session Presentation at the May 28th City Council Agenda Session? *Maylon Rice Library Board - One Book, One Community* There are currently no other presentations on the agenda.

Thanks and have a great day!
Lisa

Lisa Branson
Deputy City Clerk

City of Fayetteville
113 W Mountain
Fayetteville, AR 72701
(479) 575-8323
lbranson@ci.fayetteville.ar.us

TDD (Telecommunications Device for the Deaf): (479) 521-1316

>>> Lana Broyles 5/6/2013 3:38 PM >>>
Okay, that looks like what Maylon is talking about. And since he did it after the Agenda Session last year, he should be fine with doing it at that time again. Would it be possible to schedule it for the May 28 Agenda session?
lana

Lana Broyles
Mayor's Office Administrator
City of Fayetteville
479-575-8331
479-575-8257 (fax)
TDD (Telecommunications Device for the Deaf)
479-521-1316

>>> Lisa Branson 5/6/2013 3:17 PM >>>
Lana,

Attached is a copy of last years agenda where Maylon gave a presentation.

The link below is for the September 25, 2012 City Council Agenda Session.

http://accessfayetteville.granicus.com/ViewPublisher.php?view_id=2

Have a nice day!

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
BUDGET & RESEARCH DIVISION
113 West Mountain Street
Fayetteville, AR 72701
P (479) 575-8347

TO: Mayor Lioneld Jordan and Members of the City Council
Don Marr, Chief of Staff

FROM: Paul A. Becker, Finance Director Paul A. Becker

DATE: May 21, 2013

SUBJECT: **March Sales Taxes Received In April 2013 by the State**

The following key points need to be communicated regarding sales tax collections:

FAYETTEVILLE SALES TAX ACTIVITY

1. Sales tax collections remitted for sales tax subject to the 1 cent City tax in April, 2013 were up $37,505 / 2.61% as compared to the same month prior year. These collections represent March, 2013 sales.
2. Sales tax collections remitted to the City for the City's share of County tax collections in April, 2013 were up $44,350 / 4.80% as compared to the same month prior year. These collections represent March, 2013 sales.
3. When compared to budget for the month, sales tax collections were up a total of $34,685 / 1.44%. The 2012 year to date budget impact for the four months is up a total of $230,387 / 2.38%.

1% City / 1% County (Combined)	Budget	Actual	$ Difference	% Difference
December, 2012	$ 2,747,000	$ 2,838,087	$ 91,087	3.32%
January, 2013	2,217,100	2,346,246	129,146	5.82%
February, 2013	2,305,100	2,280,569	(24,531)	(1.06%)
March, 2013	2,406,600	2,441,285	34,685	1.44%
April, 2013				
May, 2013				
June, 2013				
July, 2013				
August, 2013				
September, 2013				
October, 2013				
November, 2013				
YTD Budget to Actual	$ 9,675,800	$ 9,906,187	$ 230,387	2.38%

Funding Source		Budget	Actual	$ Difference	% Difference
General Fund:	1% City (60% Split)	$ 3,532,700	$ 3,615,978	$ 83,278	2.36%
	1% County	3,787,900	3,879,557	91,657	2.42%
		$ 7,320,600	$ 7,495,535	$ 174,935	2.39%
ST Capital:	1% City (40% Split)	$ 2,355,200	$ 2,410,652	$ 55,452	2.35%
Total General/ST Capital Funds:		$ 9,675,800	$ 9,906,187	$ 230,387	2.38%

NWA REGION SALES TAX ACTIVITY - MARCH 2013 COLLECTIONS

4. March, 2013 1% City Sales Tax collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		March 2012	March 2013	$ Difference	% Difference
1% City:	Fayetteville	$ 1,435,817	$ 1,473,322	$ 37,505	2.61%
	Springdale	$ 821,041	$ 899,737	$ 78,697	9.59%
	Bentonville	$ 870,095	$ 869,852	$ (243)	(0.03%)
	Rogers	$ 1,145,749	$ 1,203,222	$ 57,473	5.02%

5. March, 2013 1% County Sales Tax collections as compared to the surrounding areas were as follows:

County Sales Tax Collections:		March 2012	March 2013	$ Difference	% Difference
Washington	Fayetteville	$ 923,613	$ 967,963	$ 44,350	4.80%
Washington	Springdale	$ 800,134	$ 838,555	$ 38,421	4.80%
Benton	Bentonville	$ 477,627	$ 492,733	$ 15,106	3.16%
Benton	Rogers	$ 757,200	$ 781,148	$ 23,948	3.16%

6. March, 2013 countywide collections for the combined Washington and Benton Counties were as follows:

County Sales Tax Collections:	March 2012	March 2013	$ Difference	% Difference
Washington County	$ 2,548,974	$ 2,671,370	$ 122,396	4.80%
Benton County	2,994,745	3,089,460	94,715	3.16%
	$ 5,543,719	$ 5,760,830	$ 217,111	3.92%

NWA REGION SALES TAX ACTIVITY - YEAR-TO-DATE (FOUR MONTHS) COLLECTIONS

7. Year-to-Date (four months) collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		(Four Months) YTD 2012	(Four Months) YTD 2013	$ Increase (Decrease)	% Increase (Decrease)
1% City:	Fayetteville	$ 5,772,483	$ 6,026,630	$ 254,146	4.40%
	Springdale	$ 3,369,568	$ 3,434,611	$ 65,044	1.93%
	Bentonville	$ 3,467,662	$ 3,556,301	$ 88,639	2.56%
	Rogers	$ 4,347,343	$ 4,829,186	$ 481,843	11.08%

8. Year-to-Date (four months) for the combined Washington and Benton Counties, sales were up $1,045,384 / 4.79%.

Sales Tax Collections:	(Four Months) YTD 2012	(Four Months) YTD 2013	$ Increase (Decrease)	% Increase (Decrease)
Washington County	$ 10,248,724	$ 10,706,745	$ 458,021	4.47%
Benton County	11,591,670	12,179,033	587,363	5.07%
	$ 21,840,394	$ 22,885,778	$ 1,045,384	4.79%