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 18, 2013

A meeting of the Fayetteville City Council will be held on June 18, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Nominating Committee Report - APPROVED**

Agenda Additions:

A. Consent:

1. Approval of the May 21, 2013 and June 04, 2013 City Council meeting minutes. **APPROVED**

2. **RFQ #13-01 McGoodwin, Williams and Yates, Inc.:** A resolution awarding RFQ #13-01 and approving a contract with McGoodwin, Williams and Yates, Inc. in an amount not to exceed $109,000.00 for engineering design services at the Solid Waste transfer station on Happy Hollow Road, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 133-13**

3. **Bid #13-32 Frank Gardner Construction, LLC:** A resolution awarding Bid #13-32 and authorizing a contract with Frank Gardner Construction, LLC in the amount of $41,280.00 for the purchase of an overhead lube system for the Fleet Division, and approving a ten percent (10%) project contingency.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 134-13**

4. **Williams Tractor of Fayetteville Case Farmall 105U Tractor:** A resolution authorizing the purchase of one (1) Case Farmall 105U tractor from Williams Tractor of Fayetteville in the amount of $52,410.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Parks and Recreation Department.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 135-13**

5. **Stribling Equipment of Springdale John Deere 524K Wheel Loader:** A resolution authorizing the purchase of one (1) John Deere 524K wheel loader from Stribling Equipment of Springdale in the amount of $129,077.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Solid Waste Division.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 136-13**

6. **J.A. Riggs of Springdale, 308E Excavators:** A resolution authorizing the purchase of two (2) Caterpillar 308E excavators from J.A. Riggs of Springdale in the total amount of $239,734.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Water and Sewer Division and the Transportation Division, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 137-13**

7. **J.A. Riggs of Springdale, 120 M2 Motor Grader:** A resolution authorizing the purchase of one (1) Caterpillar 120M2 motor grader from J.A Riggs of Springdale in the amount of $230,928.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Transportation Division.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 138-13**

8. **Amend Resolution No. 94-13:** A resolution amending Resolution No. 94-13 awarding Bid #13-23 and authorizing a contract with Center Point Contractors, Inc. in the amount of $289,675.00 for construction of an executive hangar addition at Fayetteville Executive Airport-Drake Field.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 139-13**

9. **2013 Hazmat Services Revenue:** A resolution approving a budget adjustment in the total amount of $11,239.80 to recognize 2013 hazmat services revenue from Washington County, and authorizing associated expenses.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 140-13**

10. **Transportation Bond Projects:** A resolution approving a budget adjustment in the total amount of $201,621.00 to transfer escrow balances to certain transportation bond projects.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 141-13**

B. Unfinished Business:

1. **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 Second Reading at the June 4,, 2013 City Council meeting.***

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5592**

C. New Business:

1. **Levi Storage Center, LLC:** A resolution approving negotiation and purchase of 1.3 acres of property for construction of Town Branch Trail and the expansion of Greathouse Park from Levi Storage Center, LLC in an amount not to exceed $41,862.00 upon condition that existing liens on the real estate are released.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 142-13**

2. **Pacific Vet Group-USA, Inc.:** A resolution to sell about 14.9 acres of land in the Industrial Park to Pacific Vet Group-USA, Inc. for $223,500.00 and other valuable consideration and to approve a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 143-13**

3. **Enact §116.02 Door to Door Solicitation at Private Residences:** An ordinance to enact §116.02 Door to Door Solicitation Regulations for Private Residences into the Fayetteville Code.

   THIS ITEM WAS LEFT ON THE SECOND READING.

4. **Amend Resolution No. 183-12:** A resolution to amend Resolution No. 183-12 which approved a contract to allow access to City of Fayetteville sewage system in order to approve an amended agreement.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 144-13**

D. City Council Agenda Session Presentations:

E. City Council Tour: None

F. Announcements:

1. **June 11, 2013 5:15 or immediately following Agenda Session**
   Fund Balance/Budget Discussion

Adjournment: 8:05 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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>
> **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.
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> **Old business and new business.**
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> >
> > **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.

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City Council Meeting: June 18, 2013 Adjourn: 8:05 p.m.

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

9-0

Subject:	Nominating Committee Report				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Kinion			
Approved	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan				

8-0

City Council Meeting: June 18, 2013

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Tennant			
	Schoppmeyer	✓			
Minutes	**Adams**	✓			
Approved	**Long**	✓			
	Gray	✓			
Passed	**Marsh**	✓			
	Kinion	✓			
	Petty	✓			
133-13 thru	**Tennant**	✓			
141-13	**Mayor Jordan**				

8-0

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

City Council Meeting: June 18, 2013

Subject:	Amend Chapters 151, 161, 164 and 172			
Motion To:		3rd Read	Remove building height reference	Pass
Motion By:		Tennant	Marsh	
Seconded:		Adams		
B. 1 Unfinished Business	Schoppmeyer	✓	died	✓
	Adams	✓	for	✓
	Long	✓	lack	✓
	Gray	✓	of a	✓
	Marsh	✓	second.	N
passed	Kinion	✓		N
	Petty	✓		✓
	Tennant	✓		✓
5592	Mayor Jordan			
		8-0	—	6-2

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

City Council Meeting: **June 18, 2013**

Subject:	Levi Storage Center, LLC				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Adams			
C. 1	Schoppmeyer	✓			
New	Adams	✓			
Business	Long	✓			
	Gray	✓			
passed	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
142-13	Mayor Jordan				

8-0

Subject:	Pacific Vet Group-USA, Inc.				
Motion To:		Approve			
Motion By:		Schoppmeyer			
Seconded:		Long			
C. 2	Schoppmeyer	✓			
New	Adams	✓			
Business	Long	✓			
passed	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
143-13	Mayor Jordan				

8-0

City Council Meeting: June 18, 2013

Subject:	Enact §116.02 Door to Door Solicitation at Private Residences				
Motion To:		Amend - Remove 2nd whereas clause and donation language	Amend to 9:00 p.m., etc.	2nd Read	
Motion By:		Petty	Gray	Schoppmeyer	
Seconded:		Long	Kinion	Kinion	
C. 3	Schoppmeyer	✓	✓	✓	
New	Adams	✓	✓	✓	
Business	Long	✓	✓	✓	
	Gray	✓	✓	✓	
Left on	Marsh	✓	✓	✓	
the	Kinion	✓	✓	✓	
Second	Petty	✓	✓	N	
Reading	Tennant	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	7-1	

Subject:	Amend Resolution No. 183-12				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Marsh			
C. 4	Schoppmeyer	✓			
New	Adams	✓			
Business	Long	N			
	Gray	✓			
Passed	Marsh	✓			
	Kinion	✓			
	Petty	N			
	Tennant	✓			
144-13	Mayor Jordan				
		6-2			

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**

THRU: **Sondra Smith,** City Clerk

FROM: **Kit Williams,** City Attorney

DATE: **June 19, 2013**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of June 18, 2013**

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12. **Amend Resolution No. 183-12:** A resolution to amend Resolution No. 183-12 which approved a contract to allow access to City of Fayetteville sewage system in order to approve an amended agreement.

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Fayetteville
ARKANSAS

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E. City Council Tour: None

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1. **June 11, 2013 5:15 or immediately following Agenda Session**
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City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

Requisition No.:

Date: 6/7/2013

P.O Number:

Expected Delivery Date:

Vendor #:

Vendor Name: **FRANK GARDNER CONSTRUCTION, LLC**

Mail Yes:__ No: X

Address:

Fob Point:

Taxable Yes:___ No: X

Quotes Attached Yes:_____ No:___x__

City:

State:

Zip Code:

Ship to code: **50**

Divison Head Approval: Jesse Beeks

Requester: **BARBARA OLSEN**

Requester's Employee #: **1940**

Extension: **485**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	**PURCHASE AND INSTALLATION OF OVERHEAD**	**1**	**JOB**	**41,280.00**	**$41,280.00**	**9700.1920.5801.00**	**12007.1**		
2	**LUBE SYSTEM FOR THE FLEET SHOP PER BID**				**$0.00**				
3	**#13-32**				**$0.00**				
4	**10% CONTINGENCY**	**1**		**4,128.00**	**$4,128.00**	**9700.1920.5801.00**	**12007.1**		
5					**$0.00**				
6					**$0.00**				
7					**$0.00**				
8					**$0.00**				
9					**$0.00**				
10					**$0.00**				
*	Shipping/Handling		Lot		**$0.00**				

Special Instructions:

Subtotal: **$45,408.00**

Tax: INCLUDED

Total: **$45,408.00**

Approvals:

Mayor: ____________________

Department Director: ________________

Purchasing Manager: ____________________

Finance & Internal Services Director: ________________

Budget Manager: ___________________

IT Manager: _______________

Dispatch Manager: ________________

Utilities Manager: ___________________

Other: ___________________

Revised 1/2/2008

Emailed to City Council
6-6-13

AGENDA REQUEST Added at Agenda Session 6-11-13

FOR: COUNCIL MEETING OF June 18, 2013

FROM:
ALDERMAN ADELLA GRAY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution to amend Resolution No. 183-12 which approved a contract to allow access to City of Fayetteville Sewerage System in order to approve an Amended Agreement

---

APPROVED FOR AGENDA:

Adella Gray
Alderman Adella Gray — Date: June 6, 2013

Kit Williams
City Attorney Kit Williams — Date: June 6, 2013

06-06-13P03:09 RCVD

RESOLUTION NO. ______

A RESOLUTION TO AMEND RESOLUTION NO. 183-12 WHICH APPROVED A CONTRACT TO ALLOW ACCESS TO CITY OF FAYETTEVILLE SEWERAGE SYSTEM IN ORDER TO APPROVE AN AMENDED AGREEMENT

WHEREAS, on September 4, 2012, the Fayetteville City Council approved Resolution No. 183-12 which allowed the Hughmount Village Developers access to the City Sewerage System if they fulfilled the terms of the Contract To Allow Access To City Sewerage System; and

WHEREAS, the Contract To Allow Access To The City Sewerage System required: "All street frontage, density, lot area requirements, etc. (be the same) as if their property was zoned Residential Single Family, four units per acre;" and

WHEREAS, the Washington County Conditional Use Permit granted to Hughmount Village was incompatible with RSF-4 zoning; and

WHEREAS, the streets, drainage, sidewalks, water and sewer mains need be built to satisfy both Fayetteville and Washington County standards and the streets and drainage structures need to be dedicated to Washington County all as approved by the Fayetteville Planning Commission.

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 amends Resolution No. 183-12 to cancel the existing Contract To Allow Access To City of Fayetteville Sewerage System signed on September 7, 2012 and replace it with the Agreement To Allow Access To City Sewerage System and To Impose Development Requirements, attached as Exhibit A.

Section 2: The City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign this Agreement.

PASSED and **APPROVED** this 18th day of June 2013.

APPROVED: ATTEST:

By: ______________________________
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

AGREEMENT TO ALLOW ACCESS TO CITY SEWERAGE SYSYTEM AND TO IMPOSE DEVELOPMENT REQUIREMENTS

WHEREAS, the developers/owners of Hughmount Village, whose project is close to, but outside the Fayetteville city limits, desire to be allowed to connect to and use the City of Fayetteville sewerage system's wastewater facilities for their proposed residential development; and

WHEREAS, the City of Fayetteville does not wish to grant owners/developers of Hughmount Village (or any similarly situated development) any advantage over owners/developers who will build and develop property within the City of Fayetteville; and

WHEREAS, on September 4, 2012, the City Council of the City of Fayetteville passed Resolution NO. 183-12 permitting such access, but the terms of the Contract were incompatible with the Conditional Use Permit issued for this development by Washington County so that a replacement Agreement is needed; and

WHEREAS, the City of Fayetteville is willing to allow developers/owners of Hughmount Village to connect to and utilize the City's wastewater treatment facilities only upon the developers/owners' express agreement to develop their residential project pursuant to all City of Fayetteville requirements for inside the city residential projects including:

(1) All street frontage, density, lot area requirements, etc. as granted by the Conditional Use Permit approved by the Washington County Planning Board; Project #2011-103

(2) Apply for and successfully complete the full preliminary plat/final plat process including payment of all appropriate fees.

(3) Comply with all grading, stormwater, tree preservation and other development requirements as if this development was occurring within the City of Fayetteville.

(4) Pay for all normal permits and application fees at the normal time including preliminary/final plat, building fees for each structure, and water, sewer, police, and fire impact fees.

(5) To satisfy normal parkland dedication requirements, the City of Fayetteville Parks Board approved the dedication of 3.169 acres of land within Common Property 9 at their September 10, 2012 meeting. The exact limits of the park land dedication will be located west of the tree

preservation area and will be determined at the Final Plat after drainage and utility improvements are constructed. In addition, the Developer shall dedicate a trail easement sufficient to connect from the crosswalk at Common Property 8 at Cotton Willow Drive to the southern border of the property to meet a possible trail extension from the south from the Clabber Creek Trail. This trail and parkland shall remain the developer's or Property Owners Association's duty to maintain in good condition (which duty shall be in an irrevocable restrictive covenant in each property's deed until and unless this entire parcel has been annexed into the City of Fayetteville).

(6) Construct all infrastructure; streets, drainage, sidewalks, water and sewer mains to City of Fayetteville and Washington County standards as previously approved by the Fayetteville Planning Commission on March 25, 2013 (PPL 13-4304) and by the Washington County Planning Board on May 2, 2013 (Proj.#2013-024). Water and sewer infrastructure is to be dedicated to the City of Fayetteville, street and drainage infrastructure is to be dedicated to Washington County.

HUGHMOUNT VILLAGE OWNERS/DEVELOPERS, in consideration of being allowed to utilize the City of Fayetteville sewerage system and wastewater facilities for their proposed development, do hereby agree to all terms and conditions stated above and promise to develop their property in full compliance with all requirements of the Unified Development Code as if their development was inside the city limits.

Further developers/owners of Hughmount Village pledge and promise to seek immediate annexation into the City of Fayetteville as soon as it becomes legally possible and to place this requirement within the covenants and deeds for each property within its development. **In agreement with all the terms, conditions, pledges and promises above, the City of Fayetteville and the owners/developers of Hughmount Village sign below.**

HUGHMOUNT VILLAGE DEVELOPERS/OWNERS	**CITY OF FAYETTEVILLE, ARKANSAS**
By: Phil Phillips	By: ____________
Phil Phillips	**Lioneld Jordan, Mayor**
Title: Owner	
	Attest: ____________
	Sondra E. Smith, City Clerk
Date Signed: 6/6/13	Date Signed: ____________

RESOLUTION NO. 183-12

A RESOLUTION TO APPROVE THE CONTRACT WITH HUGHMOUNT VILLAGE DEVELOPERS TO ALLOW THE EXTENSION OF THE CITY'S SEWERAGE SYSTEM BEYOND THE CITY LIMITS TO THE PROPOSED HUGHMOUNT VILLAGE DEVELOPMENT

WHEREAS, §51.113 **Sewer Service and Extension Policy** states that "the city's sewerage system shall not be extended outside the city's corporate limits except on the express approval of the City Council," and;

WHEREAS, the City Council does not wish to grant the owners/developers of Hughmount Village which is slightly outside the city limits any advantage over owners/developers who will build and develop property within the City of Fayetteville; and

WHEREAS, only if the owners/developers of Hughmount Village will contractually agree to develop its property pursuant to all development criteria required of persons who develop within the City of Fayetteville {including preliminary and final plat process, approval and payment of appropriate fees, building permit fees, all impact fees (fire, police, water, sewer, parkland), tree preservation requirements, drainage requirements, infrastructure improvement and dedication to the City of Fayetteville, etc.} will the City permit the owners/developers of Hughmount Village to utilize the City of Fayetteville sewerage system and its wastewater collection and treatment facilities; and

WHEREAS, because by signing the contract (attached as Exhibit A) the owners/developers of Hughmount Village have agreed to all such terms stated above, the City Council approves the extension of city sewerage system to Hughmount Village by allowing its developers to construct the necessary sewer mains from the appropriate city sewer main to its property and approves the Contract.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Contract to Allow Access to the City of Fayetteville Sewerage System, authorizes Mayor Jordan to sign such contract, and agrees to allow the developers of Hughmount Village access to the City's sewerage system and wastewater treatment facilities pursuant to the Contract. Attached as Exhibit B is the legal description for Hughmount Village Development for which access to the City's wastewater treatment facilities is being granted.

PASSED and **APPROVED** this 4th day of September, 2012.

APPROVED:

By: Lioneld Jordan
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

Handed out at the City Council Meeting 09-04-12

Fayetteville ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

FROM: **Kit Williams**, City Attorney

DATE: **September 4, 2012**

RE: **Contract to allow access to City of Fayetteville Sewerage System**

Attached please find a copy of the signed Contract. This contract would require the developer/owner of the proposed Hughmount Village to develop and pay the appropriate fees as any developer would if building within Fayetteville.

The developer desires to dedicate his proposed linear park (with a trail) to meet his parkland dedication requirement. Pursuant to the U.D.C. as long as the proffered land "is suitable for park purposes, the proposed dedication shall be accepted." §166.04 (B) (3) (1) (ii) d. The developer will be required to plant trees and build a trail to city standards running through his dedicated lots and provide easement access if a trail is extended from the Clabber Creek trail. All maintenance of the parkland shall be the property owners association's responsibility until and unless Hughmount Village is annexed into Fayetteville.

EXHIBIT "A"

CONTRACT TO ALLOW ACCESS TO CITY OF FAYETTEVILLE SEWERAGE SYSTEM

WHEREAS, the developers/owners of Hughmount Village, whose project is close to, but outside the Fayetteville city limits, desire to be allowed to connect to and use the City of Fayetteville sewerage system's wastewater facilities for their proposed residential development; and

WHEREAS, the City of Fayetteville does not wish to grant owners/developers of Hughmount Village (or any similarly situated development) any advantage over owners/developers who will build and develop property within the City of Fayetteville; and

WHEREAS, the City of Fayetteville is willing to allow developers/owners of Hughmount Village to connect to and utilize the City's wastewater treatment facilities only upon the developers/owners' express agreement to develop their residential project pursuant to all City of Fayetteville requirements for inside the city residential projects including:

(1) All street frontage, density, lot area requirements, etc. as if their property was zoned Residential Single Family, four units per acre.

(2) Apply for and successfully complete the full preliminary plat/final plat process including payment of all appropriate fees.

(3) Comply with all grading, stormwater, tree preservation and other development requirements as if this development was occurring within the City of Fayetteville.

(4) Pay for all normal permits and application fees at the normal time including preliminary/final plat, building fees for each structure, and water, sewer, police, and fire impact fees.

(5) To satisfy normal parkland dedication requirements, dedicate to the City of Fayetteville upon plat approval Common Property Lots 4, 5, 6, 7 & 8 (3.86 acres) as parkland; and upon or prior to the sale of 30% of the building lots, plant trees basically as shown the plat and construct trails over such lots to City of Fayetteville standards basically as shown on Exhibit 1 (proposed plat of Hughmount Village). Dedicate a trail easement sufficient to connect from the trail at the crosswalk of Cottonwillow Drive to the southern border of the property to meet a possible trail extension from the south from the Clabber Creek Trail. This trail and parkland shall remain the developer's or Property Owners

Association's duty to maintain in good condition (which duty shall be in an irrevocable restrictive covenant in each property's deed until and unless this entire parcel has been annexed into the City of Fayetteville).

(6) Construct all infrastructure; streets, sidewalks, water and sewer mains to City of Fayetteville standards and dedicate to the City of Fayetteville (streets may be jointly dedicated to City and County). HUGHMOUNT VILLAGE OWNERS/DEVELOPERS in consideration of being allowed to utilize the City of Fayetteville sewerage system and wastewater facilities for their proposed development do hereby agree to all terms and conditions stated above and promise to develop their property in full compliance with all requirements of the Unified Development Code as if their development was inside the city limits and zoned RSF-4.

Further developers/owners of Hughmount Village pledge and promise to seek immediate annexation into the City of Fayetteville as soon as it becomes legally possible and to place this requirement within the covenants and deeds for each property within its development.

In agreement with all the terms, conditions, pledges and promises above, the City of Fayetteville and the owners/developers of Hughmount Village sign below.

HUGHMOUNT VILLAGE DEVELOPERS/OWNERS

By: Phil Phillips
Phil Phillips

Title: Owner

Witness: Kim J Hesse

Name: Kim J. Hesse

Date Signed: September 4, 2012

CITY OF FAYETTEVILLE, ARKANSAS

By: Lioneld Jordan
Lioneld Jordan, Mayor

Attest:

By: Sondra E. Smith
Sondra E. Smith, City Clerk

Date Signed: 9-07-12

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

EXHIBIT
1

PROJECT SUMMARY

TOTAL ACRES 56.37 ACRES
TOTAL LOTS 132 LOTS
DENSITY PER ACRE 2.34 LOTS PER ACRE

TOTAL GREENSPACE 17.16 ACRES
COMMON PROPERTIES 4.92 ACRES
To be maintained by Property Owners Association
CREEK/TREATMENT AREA 12.24 ACRES
Sewer to be Maintained by Class [illegible] Wastewater Operator
System to be Managed by Hughmount Village LLC

BUILDING SETBACKS (Measured at the roof overhang)
LOTS 1-7, 44-57, 76-132
Front 25
Side 10
Side at ROW 25
Rear 20
ALLEY LOTS 8-43 (By Variance Request)
Front 15
Side 10
Side at ROW 1[illegible]
Rear 20
COTTAGE LOTS 58-75 (By Variance Request)
Front 25
Side 5
Side at ROW 25
Rear 10

UTILITY EASEMENTS
All Front and Rear Setbacks to be Utility Easements
Additional Easements per Franchise Co. requests

DRAINAGE OVERVIEW
All stormwater to be carried within the streets and in underground pipes. Lots to be graded to drain to street. Drainage pipes flow to existing creek. Erosion control improvements to the creek will be proposed during plat review.

VICINITY MAP

HUGHMOUNT VILLAGE

WASHINGTON COUNTY, AR

EDA

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

City of Fayetteville Arkansas
City Council Meeting Minutes
May 21, 2013

A meeting of the Fayetteville City Council was held on May 21, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

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

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Mayor Jordan welcomed students from Woodland Junior High School.

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions: None

Consent:

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

Approved

Bid #13-20 Shipley Motor Equipment Company: A resolution awarding Bid #13-20 and authorizing the purchase of two (2) Mack trucks with Wayne Titan bodies from Shipley Motor Equipment Company in the amount of $490,120.00 for use by the Solid Waste Division.
Resolution 102-13 as recorded in the office of the City Clerk.

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

Resolution 103-13 as recorded in the office of the City Clerk.

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

Resolution 104-13 as recorded in the office of the City Clerk.

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

Resolution 105-13 as recorded in the office of the City Clerk.

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

Resolution 106-13 as recorded in the office of the City Clerk.

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

Resolution 107-13 as recorded in the office of the City Clerk.

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

Resolution 108-13 as recorded in the office of the City Clerk.

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

Resolution 109-13 as recorded in the office of the City Clerk.

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

Resolution 110-13 as recorded in the office of the City Clerk.

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

Resolution 111-13 as recorded in the office of the City Clerk.

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

Resolution 112-13 as recorded in the office of the City Clerk.

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

Resolution 113-13 as recorded in the office of the City Clerk.

Alderman Gray moved to accept the Consent Agenda as read. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

Unfinished Business:

Amend §114.02 Farmers' Market: An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes**. *This ordinance was left on the First Reading at the March 19, 2013 City Council meeting. This ordinance was left on the Second Reading at the April 2, 2013 City Council meeting and sent to the Ordinance Review Committee. This ordinance was left on the Third Reading at the April 16, 2013 City Council meeting and Tabled to the May 7, 2013 City Council meeting. 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.***

City Attorney Kit Williams: I think the last thing that was on the table and is off the table now is the amendment that was read two meeting ago that was presented by Alderman Petty.

Mayor Jordan: It has gone to Ordinance Review, I think since then.

City Attorney Kit Williams: It has. The thing that is right before us now is that amendment.

Alderman Petty: I made the motion that is on the floor to withdraw and make a new motion to amend it to the version you wrote up in response to the Ordinance Review Committee.

Mayor Jordan: We would need to have a withdraw of the second.

City Attorney Kit Williams: The second would also have to agree to a withdraw.

Mayor Jordan: Does anyone remember who that was?

City Attorney Kit Williams: We could say if the second is here, does the second have any objections. It has to be one of the seven of you.

Alderman Adams and Tennant stated they had no objection.

City Attorney Kit Williams: You can withdraw that.

Alderman Petty withdrew his previous amendment from the April 16, 2013 City Council meeting.

Alderman Petty moved to amend the ordinance attached to the May 3, 2013 City Attorney Memo. Alderman Long seconded the motion.

Mayor Jordan: The chair of the Ordinance Review, would you like to comment on the revision?

Alderman Long stated the Ordinance Review Committee recommended removing Center Street from the proposal.

Alderman Gray: I feel like we have significant new information regarding this whole ordinance. I don't feel inclined at this moment to vote in favor of anything that we have done in the past. I feel it needs to go back to Ordinance Review taking into account the new information, the purchase of the Old Post Office, and how that is going to impact this ordinance. I would like for us to table it and send it back to Ordinance Review with this new information. I can not vote for this amendment.

Alderman Long: I received an email from Mark Risk and I responded to him with the Ordinance Review Committees idea for removing Center Street and he was positive with that and said that helped a great deal. I share some of your concerns, but I don't think sending it back to Ordinance Review will help us gain any more consensuses.

Alderman Gray: I have had significant constituent mail regarding closing the streets for Farmer's Market and I feel we need look at other options. We have significant new input from constituents as well as people who would like to put brick and mortar businesses on the square. We have a wonderful Farmer's Market. I feel torn about the decision because I want it to grow, improve and continue to be the number one in the nation. We have to protect the brick and mortar businesses on the square and we have to listen to all constituents. I feel we can work to make it a better ordinance.

Alderman Marsh: We have new information with the potential purchase of the Old Post Office building. It is important in considering this resolution that we think about what is best for the entire City of Fayetteville and not just one private interest that might be investing in the square. Providing new potential owners and tenants with a degree of certainty so that they know what to expect will help them in their negotiations because right not there is a lot of ambiguity about what will be happening on the square and we need to clarify that for them.

Don Marr, Chief of Staff: It has been multiple weeks since this has been done and a very long time since the very first initial reading of the ordinance. There have been significant changes since the first ordinance. I ask that you read the ordinance like you would on the first reading so that everyone is aware of what is being voted on tonight.

City Attorney Kit Williams reviewed the changes to the ordinance and read the proposed amendment.

Alderman Long: I thought I was making a second based on information that was presented in our packet and that ordinance is not in our packet. I am uncomfortable because the public hasn't seen this.

Alderman Petty: We are going to make the amendments one way or the other.

Alderman Long: I will let the second stand.

Alderman Adams: Adella were you making a point or were you asking for us to act on something you said?

Alderman Gray: I was saying I can not support the amendment if it closed all the streets with the exception of Center Street.

Alderman Petty: Regarding the email we received from the real estate agent for the OPO, I responded. It seemed there was a perception that we were going to make a proposal to close the streets on all three days of the market. I wrote back and explained that it was only on Saturday that we were talking about. The other concern was access to the loading dock would be maintained and I explained that was required to always be left open. The response I got was it sounds good to me and I will pass this information on to the person who has the building under contract and the current owners.

Alderman Gray: The point that needs to be made is that all twenty one hours that the Farmer's Market is there, the parking places around the Square are not available for customers on the Square and that is significant. I have spoken with previous owners of the OPO, who had a business there, and they felt like their business was jeopardized. On Tuesday and Thursday we are taking parking places of people who come to eat at the OPO or to shop at one of our stores on the Square.

Mayor Jordan: There would have to be discussion on how many hours or days that we are going to allow the Farmer's Market to be there. Is that what you are saying Adella?

Alderman Gray: I am not saying that we need to change anything on Tuesday and Thursday. For us to say that we are not affecting the businesses on the Square except on Saturday is erroneous, because we are closing parking places.

Alderman Adams: What was in our packet and what was available to the public was not what was read and it's been read. I understand that. Alderman Marsh your point is that it would be good to clarify this for the potential buyer of the building, but if this is not a concern, according to Alderman Petty, I would be interested in us not voting on this tonight and making sure the correct ordinance is published in the packet.

Mayor Jordan: We have a motion and a second to pass the amendment.

City Attorney Kit Williams: There could be a motion to table. The reason it was not in your packet is because I did not feel that I had the right to put it in your packet.

Alderman Adams: I did have a problem with the dog section. It seemed strongly worded to me.

City Attorney Kit Williams: Nothing has been passed by City Council and you can make amendments at any time.

Alderman Adams: As a council I am uncomfortable. May I ask Lori some questions? If this ordinance passes tonight as it is, what changes would be made this season for the Farmer's Market?

Lori Boatright, Farmer's Market General Manager: We initially asked for Mountain Street to be closed and we thought it was a simple request. We have been able to look at all your input to evaluate some things we have not looked at and work to make a better plan for everybody. If this is enacted, from thirty days of vote is when the changes are supposed to be made and we can work within that timeline.

Alderman Adams: What changes are you looking forward to from this?

Lori Boatright: The biggest change would be adding Block Street. It would take some time to put that in effect. We have already set where our vendors are this year. It would take until next season to be able to work that in, but that gives us the west side of Block Street to incorporate some things in 2014.

Mayor Jordan: May they put an amendment on an amendment?

City Attorney Kit Williams: Yes they can. It sounds like there is not a terrific rush. I do agree with the comment that I wish this was in the packet. I started to talk about this at the last meeting, but it was immediately tabled and could not get it in the packet. I would be more comfortable if this ordinance was in the packet so that citizens could see it. If there are problems with the animal one, then present what the problems are. Maybe we need an effective date of this. If you are not ready to do the Block Street immediately or even with thirty days, then we should have an effective date to give you more time to get prepared for any changes. I would suggest not tabling this amendment. Right now we have the original proposal that has never been amended and we have a come along way from that. I suggest you act on the amendment and then table the ordinance as amended, so citizens would know what you are looking at.

Alderman Adams: I would like to commend our Ordinance Review Chair person for keeping this in such good order. There is confusion though. I visited with someone on Block Street who owns a business and she is not sure where we got to. She signed something for Alderman Petty and she appreciated his negotiation, but still wasn't sure what this final outcome was. I don't mind voting on this amendment, but I request that it is very clear before we enact an ordinance.

Alderman Kinion: I am going to endorse everything that has been said. We need to get the amendment done and the published version needs to be available to the public and the individuals directly impacted with this, because there is confusion. Let's vote on the amendment, table it, and send it back to Ordinance Review Committee. This would allow more time for the potential buyer since he is currently out of the country. I probably will vote against the amendment, but I do want it to be voted on with the hope that a more perfect and combined set of ideas are associated with an amended version in the future. I am not against the Farmer's Market and the expansion, but we need to have the appropriate amendment.

Alderman Long: I want to vote on the amendment tonight. I don't see the business confusion. I've talked to all of them personally and I have notes from my conversations with each member. I have explained exactly where we are at with each one and nothing has significantly changed since that point. As far as sending it back to Ordinance Review, as the chair of that committee, I can tell you that we had a productive meeting and reached all the consensus that we are going to reach in that committee. There will be no purpose in sending it back, because everyone is set in their opinion. I will not be in support of tabling this tonight.

Alderman Petty: I would like to thank Alderman Long and the Ordinance Review Committee. With an issue like this, it was managed well and we came to a good consensus. If we vote on this amendment, the only differences between the versions are three clarifications. One is consistency and two others were to clarify the intent.

Alderman Kinion: The chairman of the committee did not feel what was read came out of the committee.

Alderman Long: What we are going to vote on as an amendment was consistent with what came out of the meeting with the exception of a few small changes. I do not think those small changes need to go back to Ordinance Review.

Upon roll call the motion passed 5-3. Alderman Adams, Gray and Kinion voting no.

Alderman Adams moved to table the ordinance to the June 4, 2013 City Council meeting. Alderman Kinion seconded the motion. Upon roll call the motion passed 6-2. Alderman Long and Marsh voting no.

__**New Business:**__

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

Alderman Marsh: The City Council had a tour of the Historic Woolsey Homestead and what was found were a unique structure dating back to 1845 and a cemetery dating back to 1830. It is one of the oldest homesteads in our area and has fallen in a grim state of disrepair. We should take action so that we don't lose this important piece of history. We would like to ask city staff to work with various stakeholder groups to find the appropriate use for this facility for preservation.

Alderman Long: Bruce Shackelford came to the Ward 4 meeting and gave a presentation on the Woolsey Wet Prairie and there is so much history. I am very excited to support this.

Mayor Jordan asked for public comment.

Will Watson, Historic District Commission member: I went on the tour and I think this is a good thing for Fayetteville. As Alderman Marsh said it is in a sad state of disrepair. There are a lot of structures in Fayetteville that we will not get that built history of the city back. This is an opportunity.

Aubrey Shepherd stated that he is glad this item is coming forward as an official city action.

Alderman Long moved to approve the resolution. Alderman Petty seconded the motion.

Mayor Jordan: Alderman Marsh and I are bringing this forward, but I would like to recognize Paula Marinoni as being instrumental in trying to preserve this property and I want to thank her. When looking at one of the oldest homesteads we have in this city, I think about the rich history that the city has and how important it is to preserve that history. If we do not, we will have a very dim future.

Upon roll call the motion passed 8-0.

Resolution 114-13 as recorded in the office of the City Clerk.

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

City Attorney Kit Williams read the ordinance.

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

Alderman Petty: I am a little surprised with this request. The southern two thirds of the property which have a traditional neighborhood feel, but the corner of the property which abuts an intersection with twelve or thirteen lanes coming into it. One of the biggest outcomes of our city planning efforts has been to come up with reasons to support walk ability. Building a single family home on an intersection like that does nothing to improve that, certainly not on the North Street facing side. There is nothing there now and having something there might be better in general, but at the same time knowing that's not the highest and best use for that corner, especially with UAMS and student population over the next five years and it only being a quarter mile away and the commercial activity that happens on North Street. This single family form on that corner doesn't help.

Alderman Long: I like the way it looks and it does achieve a higher density than what it is currently zoned. At the same time it serves as a north entrance into the Wilson Park area. It is pleasing aesthetically and a good compromise.

Alderman Kinion: As you go south on Gregg it does offer a viable opportunity to put single family homes between the multi family apartment complex to the west and the single family homes to the east. As you go up North Street they are single family homes and this goes from a neighborhood of single family homes to a higher density single family home as a good buffer and opportunity to have the single family homes before you get to the apartment complex right next to it. It offers a good transition as you go down Gregg into the park area. The design the developer has in mind works well with walk ability because it is going to be a higher density and the trail is at the bottom and then you go up to UAMS on the sidewalk. Looking immediately to the south of this property which is single family and then to the east is single family, I think it offers an attractive alternative. I am supporting this and it will meet the needs of the neighborhood as well as develop a piece of property that has been left vacant.

Alderman Marsh: Do we know which way this planned house on the corner would face?

Jeremy Pate, I have seen site plans and they are currently showing to face to North Street

Alderman Marsh: I like the more dense single family homes for this use. A concern is that on Martin Luther King (MLK) there are some houses that do not face MLK and they have tall fences and that is not good for the walk ability of the neighborhood.

City Attorney Kit Williams: When it comes to zoning you are only allowed to consider the usage. You can't consider what will be built there. That is beyond what we are allowed to consider for a zoning decision. We have the applicant here.

Justin Jorgensen, Jorgensen and Associates: The buildings do face north and the garages will be on the south end. The sidewalk will be on the front to increase the walk ability issue.

Alderman Marsh: Are there tall fences planned for the north street?

Justin Jorgensen: I have not seen any fences.

Mayor Jordan asked for public comment.

Aubrey Shepherd stated his opinion about the rezoning. He voiced his concern about water runoff.

Alderman Tennant: I'd like to echo what Alderman Long said about the Wilson Park entrance. I'm working in the vendor community and a family will come in and try to figure out where they are going to live, whether Fayetteville or Rogers or Bentonville, so I take it upon myself to be a tour guide and drive them to Fayetteville. More times than not, they decide to live in Fayetteville when I'm finished. I always go that way into the park area because I show them the trail and the cross walk. The Wilson Park area looks great but I wish that corner looked better. I think something like that would really enhance the way that entrance looks. I love the idea and am very supportive of what they are going to do here.

Alderman Adams: The first thing I look at on these rezoning requests is what the owner can do by right. The owner by right can build single family homes there. We are looking at can he build more than if he wanted too right now. It seems like a good idea.

Alderman Kinion moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-1. Alderman Petty voting no.

City Attorney Kit Williams read the ordinance.

Alderman Long moved to suspend the rules and go to the third and final reading. Alderman Adams seconded the motion. Upon roll call the motion passed 7-1. Alderman Petty voting no.

City Attorney Kit Williams read the ordinance.

Alderman Petty: I am going to vote against this. Single family and apartment complexes are not the only options. The corners are the most important pieces of land in town.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-1. Alderman Petty voting no.

Ordinance 5584 as Recorded in the office of the City Clerk.

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

City Attorney Kit Williams read the ordinance.

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

Alderman Kinion moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent during the vote.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Schoppmeyer seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Marsh was absent during the vote.

Ordinance 5585 as Recorded in the office of the City Clerk.

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.

City Attorney Kit Williams read the ordinance.

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

Alderman Marsh: I am disappointed that you chose to regulate building height instead of number of stories. When you have a height limit, developers want to cram as much in there as possible. Why would you choose that instead of four stories that would allow people to have some variation in the height of their stories?

Jeremy Pate: We had four or five committee meetings about that. Their decision reflected a variety of opinions from architects on which were better to choose from. The concern with stories is there is no limit on height.

Aubrey Shepherd: I think building safety standards, standing up to a tornado, should be more important than what it looks like or how it will impress people.

Ron Sharp: I appreciate the new level of refinement that the code is going through where they are concerned with human scale and what it's like on the street, the experience of walking through the town and having the buildings not too tall. I like adding the step backs and the ability to come closer to the sidewalk. I hope you support them.

Alderman Marsh: I received comments on removing the duplexes. What is the reason for doing that?

Jeremy Pate: It comes from the majority of the neighborhood conservation zoning requests that come before you. You have not approved them unless a bill of assurance was offered by the applicant to remove duplexes as a use of part of the neighborhood. Neighboring residents didn't want an entire neighborhood of duplexes. We have to keep up with the bill of assurance.

Alderman Marsh: What is the bias against duplexes?

Jeremy Pate: There's always been a stigma attached to a duplex development in a college town usually that is going to be a rental. That it is an investment property, not for someone living in a duplex and renting out the other side. Most cases, it's simply a duplex constructed for a rental property with four or five parking spots in the back in order to invest in that property. Also in some parts of the city we have entire neighborhoods with that single form of development and they have not developed over time as the most desirable areas, so that stigma has attached itself to those. We have multifamily design standards now that help that because we apply them to duplexes, hopefully we will see improvements in that. Design standards don't always fix those stigmas.

This ordinance was left on the First Reading.

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

Mike Reynolds, Deputy Chief of Police gave a brief description of the resolution.

Alderman Gray: I support this. It is a great thing to do. The need for extra sets of eyes and ears around the public schools is growing more and more. I strongly support this grant.

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

Resolution 115-13 as recorded in the office of the City Clerk.

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

Brian Pugh, Waste Production Coordinator for the city gave a brief description of the resolution. He reviewed information in the packets about waste sort completed in July 2012.

Don Marr, Chief of Staff expressed his support for this resolution.

Alderman Marsh: I'd like to see us get together and have a budget retreat on all of these wish list items, and develop some criteria for ranking and prioritizing them. Then we can go back and decide how much we can allot for these very worthy projects.

Don Marr: The difference in this situation is that the enterprise funds have their own reserves and are restricted to the use of just that enterprise fund. In this case, the reserve funds that are listed in your budget adjustment are funds that can only be used for solid waste purposes.

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

Resolution 116-13 as recorded in the office of the City Clerk.

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

Peter Nierengarten gave a brief description of the resolution.

Rob Sharp, President of Partners for Better Housing Board gave a presentation on what the city's contribution to the project would do in terms of enabling home ownership in the Walker Park neighborhood.

Alderman Long: You mentioned a lot of the area was wet area, is any of this built within your flood plain?

Brian Teague with Community by Design: There is no 100 year flood plain on the property. There's a small drainage that traverses the property from North to South, Northwest to Southeast and it drains about 50 acres.

Alderman Long: How do we legally determine that the people that apply are the people that meet the qualifications? What if a person says no, I want to buy the house anyway. What if someone that has more money than necessary wants to buy one of these homes?

Rob Sharp: There's a procedure put together by HUD, it's administered by the Local Housing Authority and also ADFA (Arkansas Development Finance Authority). They have income verification. There will be a legal arrangement with the city that we will not sell houses to people that do not fall into those income guidelines.

Alderman Tennant: My two major things about this are, I want to make sure that 10 years from now this isn't all rental houses that we wish hadn't been built or that does not look very good. You have restrictions and covenants in place for that.

Rob Sharp: We can require that you live in your home. We will have covenants with specific rules and regulations.

Alderman Tennant: The other thing is to be able to connect to other streets. One of my struggles is there is a lot of people that tell me, so I'm supposed to pay tax money for something I'm never going to go to and I will not get anything out of it. What they can get out of it is the ability to connect to Walker Park. Tell me about connectivity, is there a plan there?

Rob Sharp: There is not a plan yet. We've had discussions with Housing Authority.

Alderman Tennant: Keep with that, that's important.

Alderman Gray: Can you talk to me about covenants.

Rob Sharp: There are deed restrictions whereby if you are buying the house at a lower price than the free market would command, then the people that sell you that house at under cost have given you a subsidy of say $20,000. If you turn around and sell it next year, you don't get the appreciation. 90% goes back to the nonprofit that built the house.

Alderman Gray: Is covenant the right word? I've been told neighborhood covenants, the city has no enforcement power over those.

Kit Williams: That is normally correct. Some we do require property owner associations to maintain streets. That's a covenant they can not undo. I am somewhat concerned about the salary limitations. What kind of power will we really have to enforce limitations of income for individuals purchasing these houses? How do we ensure that any money the city might invest would actually flow through to the individuals you would be wanting to assist, or would it possibly be helping a home builder build a house and not sell it at a price you might think you would be able to sell it? There are a lot of problems in this that make me concerned.

Alderman Gray: It might be better to call it deed restrictions than covenant?

Kit Williams: We could have a combination of both. He explained his concerns with the resolution.

Alderman Gray: Would we benefit then from some extra time where you could help them reword some things to make it a little safer?

Kit Williams: This is just a resolution of intent. There area policy issues too to look at. If you pass this resolution then it's up to me to look at overcoming some of these other detail problems and advise on legal issues.

Mayor Jordan: This is a resolution of intent to see if the council wants to explore if we want to do the million dollars. It will have to come back to them and they will have to do the approval.

Kit Williams: I want to point out that the City Attorney's office has the same staff as we had in the 1980's. There's a limit to how much we can handle. This would be a major thing. If you vote yes, you can expect delays on other things that you might want. There's only so much that my assistant and I can do.

Paul Becker, Finance Director: As the mayor has said, it's a resolution of intent. It doesn't commit us to anything. That will be determined in the future.

Mayor Jordan: We are looking for some direction from the council, if y'all want to spend this kind of time.

Alderman Long: I share Kit's concern. I would like to see us table this resolution until Kit can look into the legal issues.

Alderman Gray: I'd like to address a question to the chair of the street committee, Matthew. I thought we already had that in our budget?

Alderman Petty: We ended up prioritizing 7 or 8 projects and we had $2.5 million give or take left over, according to the cost estimates. With the most recent prioritization which the council passed at the last meeting, we have $1.4 million in unallocated funds predicted for the third phase of the bond issue. This is one of those that we were looking at for those funds. The city attorney advised us to use CIP funds instead of bond funds. There the conversation went from using straight bonds funds to rearranging the financing structure for some of the other bonds projects to shuffle CIP funds from those projects to this project, if this was the desire of the council.

Kit Williams: My advice was that we not use the sales tax capital bond funds for this. I felt it was something that was not communicated to the voters.

Paul Becker: We don't know what these costs are going to be, we don't know what the bids are going to be. At this point in time, remember everything is an estimate.

Don Marr: The reason we have the surplus is because during the recessionary period our projects came in lower than they were originally forecast. One of our concerns is if projects come in higher because of increased demand in construction work due to state sales tax road issues, then you begin cutting from the bottom of your list. The extra dollars you're talking about could not be an option depending on where projects come in.

Mayor Jordan: We had planned on having a discussion on the finances on about June, 11. Another option would be to table this until after that discussion.

Alderman Petty: There is no guarantee that I would even vote for this when it comes back. I'd want to see a gap analysis and where the money is coming from on our end. The main point is that the idea is compelling enough to want to be able to answer the question whether or not we should fund it. We don't even have enough information to do that. I'm comfortable voting for this tonight because the legal implications will be the first things that will be looked at.

Alderman Marsh: It's important that we dispel the myth that we would be spending the city's dollars to benefit only one neighborhood. This development is meeting a huge need for affordable housing.

Alderman Adams: The Street Committee has done a great job of trying to spend money in all four wards. You don't always make the developer pay for every piece of a street when they develop property?

Jeremy Pate: If they are going to develop on that street then it's usually their responsibility to improve that. If there are improvements beyond what their impact will be then they will usually come before the city to request city money.

Don Marr: We do cost share when a developers line is going in and when we want to put in a larger growth.

Alderman Adams: I don't think we look at it as a huge pile of money. We cost share and approve development to make the streets and access better. I'm supportive of this project.

Keaton Smith, Iberiabank is in the business lending, and I am on the board for Partners for Better Housing. He discussed how cost shares will help banks be willing to give loans for the project.

Alderman Gray: Many times when we spend money, we are spending for the betterment of the city. We need this kind of housing.

Mayor Jordan: We are not going to know anything until we do this resolution of intent to see if it will be doable. We need affordable housing.

Alderman Kinion: There are a lot of examples where this works in communities. We have not had a good record of community development corporations in Arkansas in the past but at the same time if it is managed properly it can be handled. There are models that we can use. We can show the need and we have the support of the Housing Authority and Partners for Better Housing. I encourage that we investigate this. There are so many things that could be ideal for the community as a whole.

Aubrey Shepherd: I'm interested in housing for low income people. He voiced his concerns about the stream in the area runoff and protection of the environment in the area of this proposed development.

Morgan Hooker on the Partner's board, wants to make it known that it's an unusual time on the board. There is a diverse board that is committed to working hard on getting something done with affordable housing. It is not easy. We share your concerns about making it safe for the city and the future residents.

Alderman Long: I am supportive of affordable housing, but I'm not sure it is my intent to spend a million dollars. I'm not sure I would be until I hear what the other items would be on the table in June.

Kit Williams read the operative section about the intent to invest up to a million dollars, expressing that it is a consideration if safeguards and guarantees are in place.

Mayor Jordan: We have been talking about affordable housing for a long time. I don't know if this is going to work out. This is a resolution of intent. This is our opportunity to look at it and try.

Alderman Marsh moved to approve the resolution. Alderman Kinion seconded the motion. Upon roll call the motion passed 7-1. Alderman Long voted no.

Resolution 117-13 as recorded in the office of the City Clerk.

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

City Attorney Kit Williams read the ordinance.

Alderman Petty: I brought this forward to the Street Committee based on conversations we had last year and this year mostly driven by the transit vote last year and some of the discussions that are happening now with Razorback Transit and Ozark Regional Transit to start to look at how some of those decisions might be directed by representative by each of the wards.

Alderman Long: Residents are looking at what is missing on the trail plan. Looking at this ordinance, I asked how can I make this work with my committee so we can have two functional roles. I can up with an amendment to Section A.

Alderman Long moved to amend the ordinance for Section A to read instead of *changes additions or deletions to the Fayetteville Act of Transportation and Trails Map, Bikeway Map and related funding priorities;* A would read: *Changes additions or deletions to the Bikeway Map and Trail Arterial Street Intersections.* On sections B1, instead of *Proposed street*

***sidewalk, trail, bikeway and transit related improvement* it would remove the word trail. Alderman Kinion seconded the motion.**

Alderman Petty: I'm fine with this clarification in general but I prefer if the motion wasn't a distinction for arterial streets.

Alderman Long moved to amend his amendment to remove the word *arterial*. Alderman Kinion seconded the motion. Upon roll call the motion passed unanimously.

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

City Attorney Kit Williams read the ordinance.

Alderman Petty moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5586 as Recorded in the office of the City

City Council Agenda Session Presentations:

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

City Council Tours: None

Announcements:

Don Marr: The offices will be closed on Monday May 27th for the Memorial Day holiday. All public offices are closed to the public. I want to remind citizens that we are in the middle of severe weather condition opportunities and on the city's website is a method to sign up for emergency notifications issues by the national weather service. Wilson Park pool opens June 7th at 4 p.m. Admission is free that day. It is sponsored that night as the dive-in movie *Madagascar 3*, sponsored by the Fire Fighters Association. Rupple Road input session is scheduled for next Thursday, May 30th from 5 pm to 7 pm at the Fayetteville Boys' and Girls' Club. Gulley Park concert series is Thursday May 30th from 7 pm to 9 pm with Wheeler Brothers. Also, we have a *Fast and Furious* Blockbuster event at our animal shelter Friday the 24th and Saturday the 25th, cats are $6 for this event. Ward clean ups have finished for the spring. We collected 128 tons of bulky waste. Saturday May 25th is White Water clean up volunteer opportunity from 1 pm to 8 pm. I want to remind citizens Summer Camp registrations are being taken for Park and Recreation Department. We want to remind citizens of city code to maintain your yards.

Kit Williams: The council will receive the letter from Mr. Huson, who wants to buy the Old Post Office. He got with me earlier about what he was doing. I drafted a proposed lease, it does cover the issues of the Farmer's Market, First Thursday, and other special events that may close streets and take up parking.

Alderman Gray: I want to remind citizens that we are taking applications for boards and commissions. Those need to be turned into the clerk's office before the end of the month.

Adjournment: 9:40 p.m.

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

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

City of Fayetteville Arkansas
City Council Meeting Minutes
June 04, 2013

A meeting of the Fayetteville City Council was 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.

Mayor Jordan called the meeting to order.

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

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: ***None***

City Council Meeting Presentations, Reports and Discussion Items:

Quarterly Financial Report – 1st Quarter of 2013, Paul Becker, Finance Director presented this at the city council meeting and a copy was emailed to the council.

Agenda Additions: None

Consent:

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.

Resolution 118-13 as recorded in the office of the City Clerk.

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.

Resolution 119-13 as recorded in the office of the City Clerk.

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.

Resolution 120-13 as recorded in the office of the City Clerk.

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.

Resolution 121-13 as recorded in the office of the City Clerk.

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

Resolution 122-13 as recorded in the office of the City Clerk.

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.

Resolution 123-13 as recorded in the office of the City Clerk.

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.

Resolution 124-13 as recorded in the office of the City Clerk.

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

Resolution 125-13 as recorded in the office of the City Clerk.

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.

Resolution 126-13 as recorded in the office of the City Clerk.

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.

Resolution 127-13 as recorded in the office of the City Clerk.

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.

Resolution 128-13 as recorded in the office of the City Clerk.

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.

Removed from the Consent Agenda for discussion

Alderman Petty moved to approve the Consent Agenda as read with Bid #13-30 Benchmark Construction of NWA, Inc. removed for discussion. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

<u>**The following item was removed from the Consent Agenda for discussion**</u>

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.

Alderman Tennant moved to amend the resolution to the second lowest Bidder LJB Construction. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

Amended Resolution is as follows:

Bid #13-30 LJB Construction, Inc..: 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.

Alderman Petty moved to approve the resolution as amended. Alderman Tennant seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 129-13 as recorded in the office of the City Clerk.

Unfinished Business:

Amend §114.02 Farmers' Market: An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes**. *This ordinance was left on the First Reading at the March 19, 2013 City Council meeting. This ordinance was left on the Second Reading at the April 2, 2013 City Council meeting and sent to the Ordinance Review Committee. This ordinance was left on the Third Reading at the April 16, 2013 City Council meeting and Tabled to the May 7, 2013 City Council meeting. 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.***

Alderman Petty: I want to thank the council and our citizens for their patience on this. I think we have come to as strong of a consensus as we can. I visited yesterday again with Liz Fulton, owner of Town and Country. She's ready to try this out. The timing is just about perfect.

Chuck Rutherford, president of R&P Board of Directors, the Fayetteville Farmers Market read the R&P Mission Statement. He then read a letter that he received last November, which completed the one year trial of setting up on Mountain Street the way they were asking for. He then read a newspaper article written by Dale Broker. The letter and newspaper article expressed the positive changes recently seen in the square during the Farmers' Market.

Alderman Tennant: I think it will be a positive effect on the businesses around. One of my main things about this has been safety. I see kids out there without their parents. I think closing the streets will make it safer.

Alderman Long: Read section 5 Part H of the ordinance: Dogs on the Square during the market.

Alderman Marsh: I support that.

Alderman Long moved to amend the ordinance to state *each person will clean up after their dogs.* Alderman Petty seconded the motion. Upon roll call the motion passed unanimously.

Alderman Gray: I would like clarification on the exhibition spaces. We would like it in the ordinance that the spaces are integrated with the vendors.

Alderman Gray moved to amend the ordinance to add *integrated*. Alderman Kinion seconded the motion. Upon roll call the motion passed unanimously.

Alderman Gray: There is some question on the food vendors, and whether or not they will be registered with A&P and pay tax like other food vendor trucks.

Alderman Petty: Every vendor that sells prepared food has to remit HMR taxes. All the other vendors that aren't selling produce have to remit regular sales taxes, only farmers selling produce have the state exemption.

Alderman Gray: Does that need to be in the ordinance?

City Attorney Kit Williams: That's a matter of state law, so it's already in there.

Mayor Jordan: We are going to leave Center Street open? So we can get an emergency vehicle through there?

Kit Williams: Center Street is not to be closed.

Alderman Marsh: In a way we are not closing streets. We are opening them to the public and commerce. I see this as a Green Job's plan. Every new market stall we create is a green job to be filled. This is a great way to grow our local sustainable economy, create green jobs, and improve access to healthy foots.

Alderman Gray: This has been a difficult decision for me. This ordinance should go back to Ordinance Review Committee. We, as aldermen, should not leave a single stone unturned in thinking about how to handle this very important issue for our city. I believe we should do what we conclude is the best for our city. There are great options that have not been addressed. I will not be voting in favor of this ordinance today because I feel that what we have, as the number one Farmers Market in the nation is unique.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-1. Alderman Gray voting no.

Ordinance 5587 as recorded in the office of the City Clerk.

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.***

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

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Development Services Director: The one thing we tried to follow up a little more on was in relation to building height and how the current proposal in Chapter 161 was to remove references to stories. We have those only in a few zoning districts primarily in downtown. The reason was to provide clarity for designers and staff in administrating our building height regulations. Stories can vary in height, the intent was to allow citizens and adjacent property owners understand what the maximum height could be.

Alderman Marsh: My concern with height limits is that when you impose a height limit as opposed to a story limit, you are economically incentivizing people to build pancake buildings, low story buildings. It is more profitable for them to cram in as much as we allow.

This ordinance was left on the Second Reading.

New Business:

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.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance.

Alderman Petty: Where did the request come from?

Jeremy Pate: This was from the property owner.

Alderman Petty: In some other communities, with older industrial centers, industrial buildings are being repurposed and readapted into new facilities. These are turned into artist studios and live work units for freelancers.

Scott Blacksher with Blew and Associates: I am here to represent the Randall Family on the project.

Aubrey Shepherd: This is adjacent to Skull Creek. Whatever it is used for should take that into consideration. The existing building that is closet to the stream already would be illegal to be built at this time under our stream protection ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Adams: Could I ask Jeremy about what Aubrey just said? It's not within the stream side protection?

Jeremy Pate: It's likely the west side of that property would be in the stream side protection zone. However, the community services district would help with redevelopment of this property.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5588 as recorded in the office of the City Clerk.

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.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance.

Alderman Adams: I haven't heard anything negative from residents. I am supportive and am happy to see this.

David Nelms representing the Nelms family and Adventure Subaru: We have had unexpected success with the Subaru dealership. The facilities have allowed us to take the dealership and create something we never imagined. We are continuing to limit our impact on the neighborhoods by using LED lighting. We feel like we need to free up our old facility on College and get it out here where we have our facility. It'll make our operation easier to manage. We ask for your support.

Alderman Petty: I'm wondering why you went with one of our new form based codes instead of one of the old conventional codes.

David Nelms: The site with the circulation around it, with all the roads, seems to lend itself to the form based. The type of development for our vision is consistent with the form based.

Alderman Tennant: I'd like to thank the Nelms family for being here. I fully trust they are going to make the best use of this land.

Alderman Petty: I asked that question because I wanted to hear why someone actually building in Fayetteville would make that decision. It's important to recognize what we heard. It's important when we see these form based codes come through that we realize that more often than not the entitlement process is easier getting it through council.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5589 as recorded in the office of the City Clerk.

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.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance.

Alderman Tennant: Alderman Schoppmeyer nor myself have had any negative comments about this from our ward.

Gary Cooper with Cooper Consultants, engineer on the project stated he was here for any questions on the project.

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Petty was absent during the vote.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Petty was absent during the vote.

Ordinance 5590 as recorded in the office of the City Clerk.

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.

City Attorney Kit Williams read the ordinance.

Fire Chief Dayringer gave a brief description of the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Adams: We learned in packets the cost of a fire engine was $225,000 in 1990 and now it was $460,000. I appreciate your good work. I was on the trails when there was an accident and saw the professional manner of our fire department. Thank you for keeping the cost down for as long as you could.

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

Ordinance 5591 as recorded in the office of the City Clerk.

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.

Kit Williams: After the agenda session and after Mr. Huson received a copy of the proposed lease, he had a few changes that he wanted to make. I agreed to present these changes, and did so through a memo on May 31st. It was emailed to all council members. (Kit Williams then read the changes as listed in the memo.)

Jim Huson: We met and changed a few items. I'm asking the council to approve that. I don't know exactly where we are going with that piece of property, I know of two or three things that we are looking at doing. Either way we go, it's a fit for the square and the patio.

Alderman Marsh: How big is the patio area in question?

Jim Huson: 1,200 or 1,400 square feet.

Kit Williams: It's 1,676 square feet. Some of that is taken up by the walls.

Alderman Marsh: I question how livable it is downtown when you have the regularly amplified music.

Jim Huson: Well five or six weekends, I wouldn't call that regular. I would call that we are glad to have 70,000 people having a good time and spending money. We don't know who's going to be in there. There may not be amplified music, so let's don't create a restriction on something that really doesn't need to be restricted at this point. If there's a problem, we could always come back to it at that time.

Kit Williams: If you all agree to allow that, it still has to go to the Planning Commission. This is for five or six days a year. They also have to follow our noise ordinance.

Alderman Long: I had an email today from a constituent concerned about the city leasing out the patio for an entity that would allow smoking. How would you feel about that?

Jim Huson: I don't think you should penalize that building and that patio because there's not another patio in town where you can't smoke. There's not another activity here on the square where you can't smoke. I'd rather see the people smoking on the patio where you can clean it up than up front and throwing them on the ground. I don't think it should be restricted.

Alderman Gray: We do have decibel levels anyway right?

Mayor Jordan: Right, you have to be within the confine of that for sure.

Jim Huson: We had a patio at Doe's, when we first opened, and we didn't have live music in the two or three years it operated. That's not a big deal one way or the other.

Aubrey Shepherd: I'm not sure I understood what the amendment was.

Alderman Kinion: I would like to offer the amendment. I think it is reasonable. The amendments were amplified music, assign tenant and change the lease to their LLC.

Aubrey Shepherd: I hope they move Doe's there.

Alderman Marsh: I can't support the amplified music. On a patio that size, it's a great size for non-amplified music.

Alderman Kinion moved to amend the resolution to the new information handed out. Alderman Petty seconded the motion. Upon roll call the motion passed 7-1. Alderman Marsh voting no.

Alderman Petty: Are we talking about everything that is up the steps on the south side?

Kit Williams: No, it's everything within the walled area.

Alderman Petty: So you can't see that from the street?

Kit Williams: No. It's not everything up the steps at all. A lot of that remains our square gardens. There is a fence around the patio area.

Mayor Jordan: It's a fenced in area and you've got to get inside the place to actually see it.

Alderman Petty: I guess I'm confused why we own it.

Kit Williams: When the Bumpass family purchased the old post office itself, they only purchased the footprint of the building. They had easements on sidewalks going into the building and one easement from East Street. All the land beyond that was either transferred to the city or somehow the city acquired it and we've owned it ever since.

Alderman Petty: I get that. But, the patio itself, that hasn't been used since a restaurant vacated the building, right?

Kit Williams: It's been used but not much by the city at all. It's been pretty much vacant.

Jim Huson: There's locked gates on both ends.

Kit Williams: Since the gate is on our property, we could open it. When it is leased they have to maintain that had to build a fence to serve alcohol out there.

Alderman Petty: Don't you have any concern with signing a lease with an entity that doesn't own the building yet?

Kit Williams: I don't. It's not going to be useful to them if they don't have access to the building.

Jim Huson: I have no reason whatsoever to believe that this deal won't go through. We close on it on the morning of the 14th. If you want to redo the lease and date it on the 15th it doesn't make me any difference. If we don't get the building, I'll void the lease myself.

Alderman Petty: I'm not going to vote for the lease and it's not because I have a problem with Mr. Huson using the patio, I think that's right and proper. But, I think the lease itself is the wrong way to do it. We haven't used the patio in forever. We should sell it to the building owner.

Kit Williams: I own a house next door to where I live and I don't like to be a landlord. I don't like that hassle, but I like to know who my neighbor is. I think it's useful to the city to know and have control over that area around the square gardens. I think you're right in that we could get more money by selling it, but you lose the potential right to restrict outdoor music and other things you might not want.

Alderman Petty: I trust our noise ordinance. I think we should sell it to the building.

Mayor Jordan: If the council wishes to not lease it you are the landlords of that property

Alderman Long: I would like to see a business succeed there on our square. If this lease helps get that done, then that's what I think it is what we need to do.

Mayor Jordan: We have been trying to develop the square business there. This is one of the areas that have really improved in the city.

Alderman Marsh: I can think of businesses that I wouldn't want on the square, for instance a gentlemen's club. I think it is appropriate that we have some control over our square. I have received comments from constitutes that the patio be smoke free. It is our responsibility to protect the health and safety of workers. It would be nice to have a smoke free patio in our downtown area.

Alderman Long: If they serve food on the patio can they allow smoking?

City Attorney Kit Williams: Yes. We are preempted by state law for out door air pollution. That is why our smoking ordinance relates only to indoor areas. We as a landlord would have the right to not allow smoking on the patio in the lease.

Jim Huson: I can't understand why somebody that's trying to bring life to a three year old dead horse that's been laying out here doing nothing, that you'd want to put any undo restrictions on 1,600 square feet when you can do it at every other activity on the square.

Alderman Kinion: My concern is that it would push the smokers to the benches on the square. Then it would become our problem to clean up the butts and to deal with the public nuisance.

Mayor Jordan: On the Dickson Street area, we have patios that we allow smoking on?

Kit Williams: Yes. We do not have the power to regulate outdoor air pollution.

Alderman Tennant: I agree with what Alderman Kinion just said. It is my opinion that any restaurant, that goes in there and allows smoking on their patio, wouldn't last very long. More and more people will come if it is smoke free. I think the market dictates it and we should let the market have a little say.

Alderman Gray: I agree. When you are outside like this, it is entirely different. I agree we don't want to put restrictions on this dead horse.

Jim Huson: We are going to make a nice place here on the square.

Alderman Petty read a quote about being in close proximity of second hand smoke.

Alderman Marsh moved to amend the resolution to not allow smoking on this patio. Alderman Petty seconded the motion. Upon roll call the motion failed 2-6. Alderman Marsh and Petty voting yes. Alderman Tennant, Schoppmeyer, Adams, Long, Gray and Kinion voting no.

Alderman Gray moved to approve the resolution. Alderman Long seconded the motion. Upon roll call the resolution passed 6-2. Alderman Tennant, Schoppmeyer, Adams, Long, Gray and Kinion voting yes. Alderman Marsh and Petty voting no.

Resolution 130-13 as recorded in the office of the City Clerk.

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.

Kit Williams: There is going to be a public hearing on that. Jeremy, you have given the proper notices as required by the ordinance?

Jeremy Pate: That's correct.

David Jurgens, Utilities Director gave a brief description of the resolution.

Kit Williams: On our code, there are a couple things that the council must find. One is whether or not this property is properly zoned or should be rezoned prior to any sale.

David Jurgens: This land is zoned industrial which is appropriate for this site.

Kit Williams: The second one is whether or not we don't actually need this property for corporate purposes at this time.

David Jurgens: We do not need this property for corporate purposes at this time.

Don Marr: The funds for the land sale go to the Water and Sewer Fund.

Steve Clark, president of The Fayetteville Chamber: We strongly support the proposal for the reason that these are home grown jobs developed by home grown people.

Aubrey Shepherd: This is an area that is utilized by bird watchers, equestrians, wild flower photography and so forth. Part of this land needs to be set aside to keep the natural soil. Encourage native plants on it.

Elizabeth Tadborn McKee: I've lived in this area for 36 years. I've been able to ride horses and have a lot of nice things there because I have 22 acres of my own. I'm not opposed to the kind of industry I believe this is. I want to ask you to keep some things in mind. The St. Paul Trail is an equestrian trail, Fayetteville's only equestrian trial. I'm worried how this will affect the value of my property.

Alderman Kinion: Jeremy, when you look at the St. Paul Trail here, it's still going to be owned by the city. It'll be utilized as an equestrian trail.

Jeremy Pate: I'm not familiar with where the equestrian trail route is. But it's along the St. Paul Trial, and that's correct, it's not being sold.

Alderman Kinion: I hope we can maintain that as an equestrian trail.

Alderman Marsh: Is there a company representative here?

Chris Pixley, representative for Pacific Vets group: I'd be happy to answer any questions that you all might have.

Alderman Marsh: I'm really excited about this coming to our commerce district. I also think the neighborhood has a really good point. Could you elaborate a little more on how you intend to landscape this site and litigate water and if there are any sustainability practices you are going to incorporate.

Chris Pixley: The plan you see is a not a final plan. Our corporate ethic essentially is to maintain as natural as possible the existing trees and landscape. There are areas where that is not possible or favorable. Specific details are hard to come by, we haven't designed the building and we don't know the exact layout.

Alderman Marsh: Your site plan does reflect a pretty good compatibility with the existing landscape in terms of where you have masked the buildings.

Don Marr: I think it's important to note that what we are looking at today is the contract of the land sale, many of the items (lighting, run-off management, buffer landscaping) are all items that are part of the development review process that staff would be very heavily involved in.

Alderman Petty: I too appreciated the plan and the thoroughness of our staff and economic development team. I was wondering if you would agree tonight to plant trees next to the road frontage.

Chris Pixley: I am not personally able to commit to that right now.

Kit Williams: I should note that the resolution before the city council is the request for the administration to negotiate a land sale agreement.

Don Marr: This is a competitive economic development offer in which there was a decision by the company to decide between a State of Missouri location and State of Arkansas location. In order to accept the package from the state, the property is a critical component of that.

Alderman Long moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

Resolution 131-13 as recorded in the office of the City Clerk.

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.

Mayor Jordan gave a brief description of the resolution.

Don Marr: We think it's important for staff and elected officials to be knowledgeable in things you are making decisions on.

Alderman Gray: I appreciate this very much. When I'm at municipal league, I've visited with several folks who say they can't be at the next meeting because of no money.

Kit Williams: I think it's a good investment.

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

Resolution 132-13 as recorded in the office of the City Clerk.

City Council Agenda Session Presentations:

Maylon Rice, Library Board – One Book, One Community

City Council Tour:

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

Announcements:

Don Marr: We want to welcome all the Wal-Mart Shareholder's here to our community. Wilson Park pool opens this Friday with free admission beginning at 4:00 p.m. as well as the ribbon cutting of the youth tennis courts at Wilson Park. As the skies darken we will have our *Madagascar 3***.** Admission is free for these events. The Wheeler Brothers Gulley Park concert has been rescheduled for July the 18th. Our next concert for the Gulley Park concert series is the Sarah Hughes band on June the 13th. We have had a change on a road closure on Fox Hunter Road and Church Hill Drive. It has been rescheduled for June 11th from 8 a.m. to noon. The Historic and Heritage Resource Action Group of Fayetteville Forward is meeting June the 5th at the Clinton House Museum at 5 p.m. On June 6th, the Fayetteville Forward Green Economy Group will be meeting at the Fayetteville Chamber of Commerce at 4 p.m. The Town and Gown Advisory Subcommittee Group B will meet on June 6th at 3:30 at Fire Station 1 in their conference room. Partners for Better Housing meets in Room 111 at 6 p.m. on June 6th.

Adjournment: 8:20 p.m.

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

emailed to alderman 6/14/13.

Armstrong Bank

June 13, 2013

RE: LEVI STORAGE CENTER, LLC
Raymond Merrill
1800 S. Stirman Ave.
Fayetteville, AR

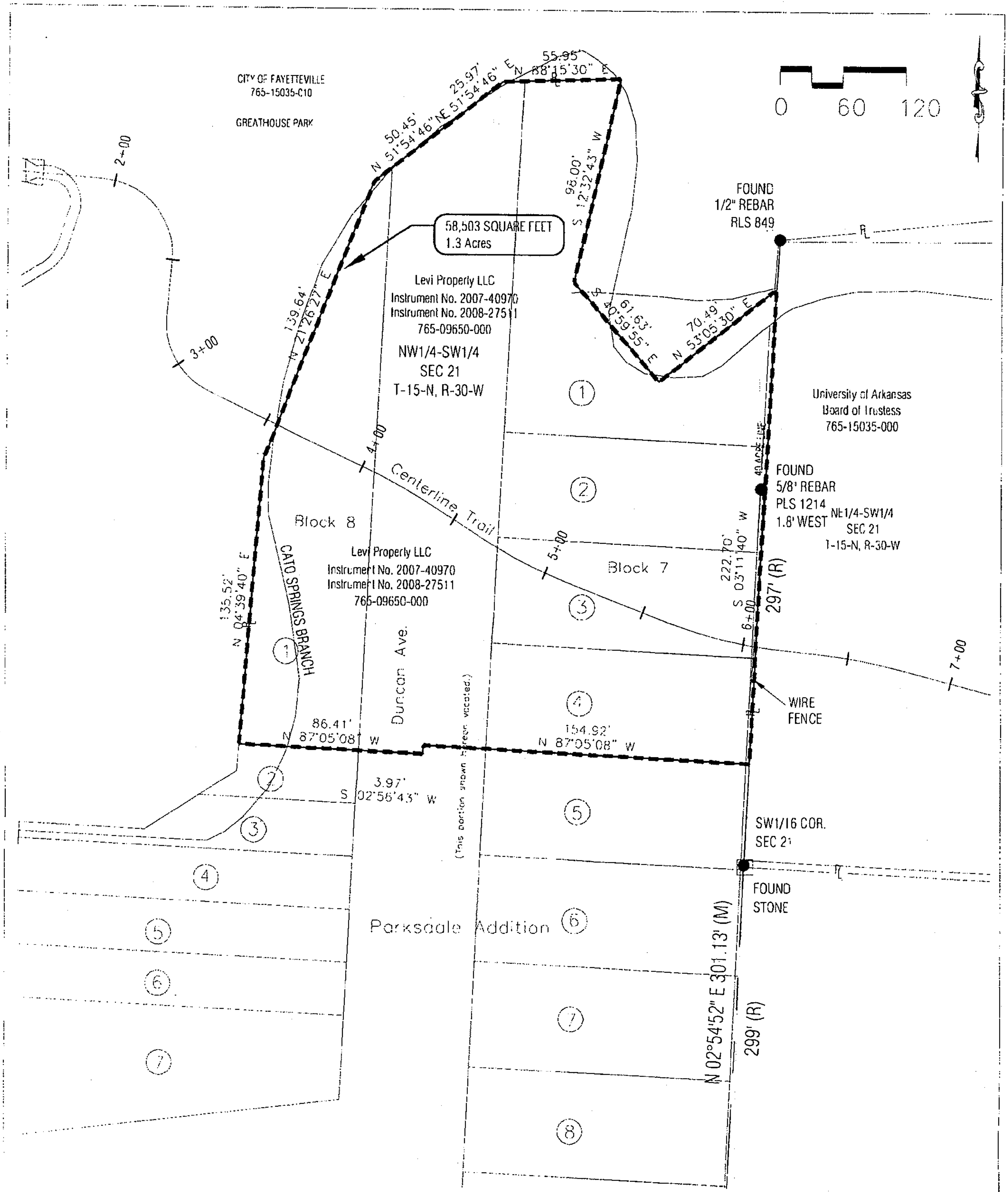
To Whom It May Concern:

This letter is in reference to a mortgage that is held by Armstrong Bank regarding the attached 1.3 acres of property. Armstrong Bank agrees to release the existing mortgage upon the receipt of $41,862.00, pending an approved legal description and new survey. Please make the proceeds payable to Levi Storage Center, LLC and Armstrong Bank.

Sincerely,

Terry Lockhart
V.P-Branch Manager
Muldrow

tl



Fayetteville

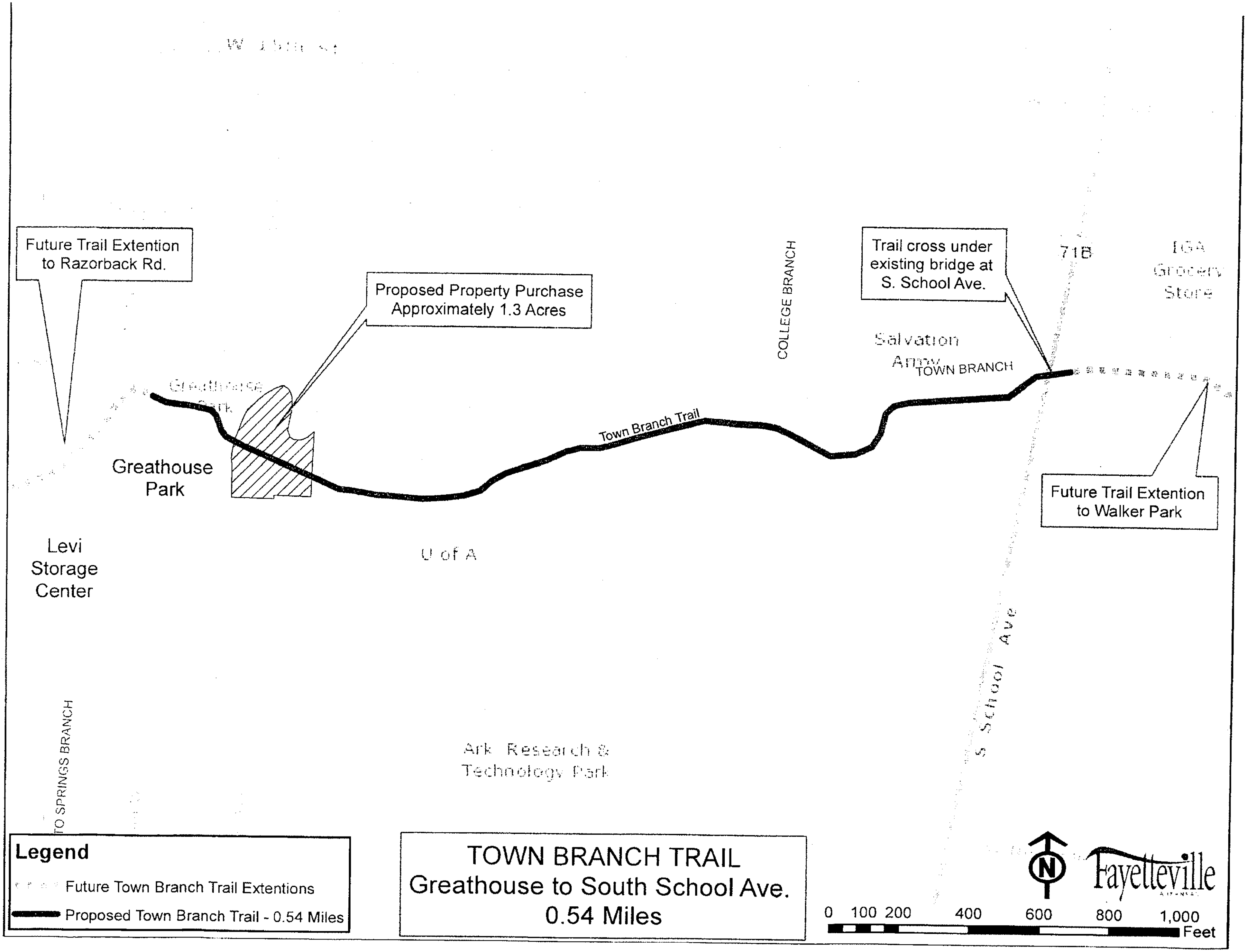
ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE (479) 575-8206 FAX NO. (479) 575-8202

TITLE: **TOWNBRANCH TRAIL EXHIBIT**

DESCRIPTION: LEVI STORAGE CENTER TRAIL PROPERTY

DRAWN BY: MPM | CHECKED BY: DVC | FILE NAME: Levi Exhibit.dwg

DATE: May 30, 2013 | REVISED | SHEET: **E1**



TOWN BRANCH TRAIL
Greathouse to South School Ave.
0.54 Miles

Handed out at the City Council Meeting 6-18-13

Fayetteville ARKANSAS

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: **June 18, 2013**

RE: **Changes To Door To Door Solicitation Ordinance Proposed By Newspaper**

I met yesterday with the Northwest Arkansas Times/Arkansas Democrat Gazette publisher and other staff who proposed a couple of changes to Alderman Tennant's Ordinance regulating Door-to-Door Solicitations. The first change would be within the definition of "Solicitor" to exclude their newspaper carriers from such definition so that a carrier could leave a sample newspaper in the very early morning when delivering other newspapers as long as the carrier "makes no effort at that time to contact or speak with the resident."

I believe this has been a long running policy of the newspaper to obtain new subscribers by offering a free sample without disturbing a homeowner. I am not aware of any complaints or problems with this policy and so prepared wording in the definition of "Solicitor" excluding such activity from regulated solicitation. Such exclusion would not authorize businesses to place door hangers to promote their businesses, offer discounts, etc.

The second change is on the next page under (D) *Permit for peddlers/solicitor*. Subsection (4) which requires a criminal background check is proposed for two changes. First the applicant would also have to show background check from the state which issued the applicant's drivers license as well as for Arkansas which should provide additional criminal background information. The second change would place a five year look back period for felonies and the prohibited misdemeanors and include a prohibition for someone who had been incarcerated in prison within the last five years (regardless when their felony was committed).

Attached for your review are the first two pages of Exhibit A with the changed language highlighted. The City Council may or may not decide to take up either or both of these proposed changes.

Exhibit A
(Paper Version)

116.02 – Door to Door Solicitation at Private Residence

(A) *Definitions.* The following words, terms and phrases and their derivations, when used in this section, shall have the meanings ascribed to them in the section, except where the context clearly indicates a different meaning:

(1) *Charitable activity* means any activity carried on for unselfish, civic or humanitarian motives or for the benefit of others and not for private gain.

(2) *Charitable organization* means a non-profit organization holding a tax exemption certificate from the Internal Revenue Service pursuant to § 501 et seq., and any amendments thereto.

(3) *Peddler* means any person who goes to the door of any private residence in the city, not having been invited by the occupant thereof, carrying or transporting goods, wares, merchandise or personal property of any nature and offering the same for sale..

(4) *Solicitor* means any person who goes to the door of any private residence in the city, not having been invited by the occupant thereof, for the purpose of taking or intending to take orders for the sale of goods, magazines, wares, merchandise or other personal property of any nature for future delivery, or for services to be performed in the future. A representative or employee of a newspaper of general circulation in Fayetteville may leave a sample current copy of the newspaper with subscription information near the door of a private residence without being a "solicitor" as long as the representative/employee makes no efforts at that time to contact or speak with the resident.

(5) *Principal* means the person or other legal entity whose goods, merchandise, personal property or services are being peddled or solicited.

(B) *Obtaining "no soliciting/no peddling" decal or sign.* The Planning Department shall provide any resident of the city a decal which reads, "no soliciting/no peddling." This decal may be posted at the front of the any private residence in the city and by posting said notification, any solicitor or peddler has notice that soliciting or peddling at this address is prohibited by city ordinance. A resident may also post a "no soliciting" sign pursuant to §116.01.

© *Principal permit.* No peddling or solicitation shall be conducted within the city without a principal permit being issued. The cost for the principal to obtain a solicitor/peddler's permit is $40.00, and shall be paid to the business office before any peddling or soliciting is conducted within the city. The permit shall expire on December 31 in the year the permit is issued. In addition to the principal's permit, the principal must also comply with the city's business license requirement pursuant to Chapter 118: **Business Registry and License** of the Fayetteville Code. To obtain a permit, a representative of the principal shall provide a written, signed application stating:

(1) The name, address, telephone number, type of organization, and contact person for the principal applicant;

(2) The nature of the products or services involved;

(3) The proposed method of operation in the city;

(4) A list of all persons who will peddle or solicit in the city on behalf of the principal in the city.

(D) *Permit for peddlers/solicitors.* In addition to the principal permit, each peddler or solicitor acting for the principal shall also obtain a permit from the Planning Department before peddling or soliciting within the city. The cost to obtain a peddler/solicitor permit is $5.00. In applying for the permit, each applicant shall provide the following to the Planning Department:

(1) The name of the principal applicant for whom they are going to act as a peddler or solicitor;

(2) The name, address, and telephone number of the person who is going to act as a peddler or solicitor, and in

addition, they must also provide photo identification;

(3) A signed statement under oath that the person applying to be a peddler/solicitor has not been convicted of felonies or any misdemeanors involving theft, sexual offenses, or violence;

(4) A criminal background check from the Arkansas State Police and from the State Police of the State which issued the Driver's License of the applicant which shows that peddler or solicitor has not, within the preceding five years, been convicted of any felonies, or any misdemeanors involving theft, sexual offense or violence, nor has been incarcerated in prison at any time during the last five years. No person shall be issued a permit as a peddler or solicitor that has been convicted of any of the offenses set out above nor in prison during the last five years.

(E) *Prohibition.* It is unlawful for any solicitor or peddler to:

(1) Peddle or solicit within the city without having a copy of this section on their person, as well as a copy of their permit issued by the Planning Development, as well as photo identification visible, which is provided by the principal, identifying the person peddling or soliciting;

(2) Enter upon any private residence, knock on the door, ring the doorbell, or otherwise attempt to gain admittance at the residence when the premises' owner or tenant has posted at the entry of the residence a decal or sign bearing the words, "no soliciting/no peddling," "no peddlers," "no solicitors," "no trespassing," or other words of similar import;

(3) Conduct the activities of peddler or solicitor and knock on the door, ring the doorbell, or otherwise attempt to gain admittance at the residence between the hours of 9:00 p.m. and 10:00 a.m. during regular standard time, and between the hours of 9:00 p.m. and 10:00 a.m. during daylight savings time;

(4) Remain at the private residence when requested to leave, or to otherwise conduct business in a manner which a reasonable person would find obscene, threatening, intimidating or abusive;

(5) Make any false or misleading statements about the product or service being sold, including untrue statements of endorsement;

(6) Claim to have the endorsement of the city based on the city having issued a permit to that person;

(7) Fail to disclose his or her name and the name of the principal whom he represents at the outset of the initial conversation;

(8) Fail to immediately leave the premises or residence after having been asked by the owner or occupant thereof to do so.

(F) *Penalty.* Any violation of this section shall be deemed a nuisance and punishable by a fine as provided by §10.99 of the Fayetteville Code.

(G) *Exemptions.* Officers or employees of the City, County, State or Federal government, or any subdivision thereof shall be exempt for the requirements of this section when on official business.

(H) *Free permits for nonprofit corporations not seeking donations.*

(1) After supplying adequate proof to the Planning Department that the nonprofit charitable organization is a charity with a current §501 (c)(3) IRS exception, the Planning Department may issue the permits required by this section without charge to the persons desiring to exercise their free speech rights as long as no solicitations for donations are made and no donations accepted.

(I) *Permits waived for political and religious free speech and for Girl Scouts.*

(1) Although everyone going door to door must respect and not go to the door of a citizen who has personally posted a "no solicitation" type sign, may only go door to door during the daytime/evening hours allowed in (E)(3), and must conform to the requirements of (E)(4), (E)(6), (E)(8), persons exercising their First Amendment political or religious free speech rights are otherwise exempted from this section.

(2) The Girl Scouts of America must abide by the restrictions found in (E)(2)(3)(4) and (8) but are otherwise exempt from the remainder of this section during their

Girl Scout cookie door to door sale drive as long as they have on their Girl Scout uniforms or other proper identification as Girl Scouts.

(J) *Revocation of permit*. Any permit issued pursuant to the provision of this section may be suspended or revoked for good cause by the Director of Development Services. Good cause for such suspension or revocation shall include any violation of this section, or any other reason for suspensions or revocation as set out in §118.03 of the Fayetteville Code and said violations are hereby incorporated herein by reference. The procedure for suspension or revocation under this section shall be the same procedure as set out in §118.03 of the Fayetteville Code and said procedure is hereby incorporated herein by reference.

Emailed to Aldermen
6/18/13 per David Jurgens

LAND SALE AGREEMENT

This Land Sale Agreement is made and entered into by and between the City of Fayetteville, Arkansas, a municipal corporation of the State of Arkansas (hereinafter "City" or "Fayetteville") and Pacific Vet Group-USA, Inc.

The City of Fayetteville agrees to sell a parcel of about 14.9 acres on Morningside Drive in the Fayetteville Industrial Park to Pacific Vet Group-USA, Inc. for TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00) and Inc. Pacific Vet Group-USA, Inc.'s performance of all of the terms, conditions and promises set forth later in this Agreement.

Pacific Vet Group-USA, Inc. agrees to pay to the City of Fayetteville TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00) for this 14.9 acre parcel and to perform all of the terms, conditions and promises set forth later in this Agreement.

TERMS AND CONDITIONS

1. *Sale*

Subject to existing easements and rights of way and subject to the terms and conditions, mutual promises and covenants of this Agreement, the City of Fayetteville agrees to sell a parcel of about 14.9 acres (hereinafter **"Development Site"**) located at Morningside Drive in the Fayetteville Industrial Park by warranty deed to Pacific Vet Group-USA, Inc. for the amount of TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00). This Development Site of about 14.9 acres shall be as shown on the plat attached at Exhibit A and as more particularly described below:

> Lot Numbered Ten (10), Fayetteville Industrial Park West, Fayetteville, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, containing 14.90 acres, more or less.

2. *Purchase*

Subject to the terms and conditions, mutual promises and covenants of this Agreement, Pacific Vet Group-USA, Inc. agrees to buy the Development Site for TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00) to be paid to the City of Fayetteville on or before the Closing Date as follows:

Pacific Vet Group-USA, Inc. shall present its fully executed 20 year Mortgage and Note in the amount of TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00) in favor of the City of Fayetteville which will provide for a twenty year amortization of this principal debt of $223,500.00 and an interest rate that shall be fixed for the first five years at the current Federal Reserve Primary Credit Rate, plus one percent (1%). This interest rate shall be annually adjusted after the first five years to apply the Federal Reserve

Primary Credit Rate existing at each anniversary date, plus one percent (1%). The City agrees to subordinate its first mortgage on the property to construction and permanent financing of the improvements. Pacific Vet Group-USA, Inc. shall have the right to fully or partially repay the balance due without penalty at any time.

3. *Fulfill terms of Arkansas Economic Development Commission*

Pacific Vet Group-USA, Inc. agrees to fulfill all terms and conditions of the Arkansas Economic Development Commission with respect to any programs for which it contracts to participate.

4. *Development Environmental Protection Goals*

Pacific Vet Group-USA, Inc. agrees to comply with all zoning and land use requirements imposed by the City in connection with the development of the property.

5. *Closing Date and Place*

Closing shall occur within ____ days following the date this Agreement has been executed by both parties. The Closing shall occur at 113 West Mountain Street, Fayetteville, Arkansas in a room supplied by the City of Fayetteville.

6. *Date of Possession*

Possession of the Development Site shall be delivered to Pacific Vet Group-USA, Inc. on the Closing date free of any tenancies or other third party possessory rights.

7. *Title Insurance*

The City of Fayetteville shall order a title commitment on the Development Site, as soon a practicable following the full execution of this Agreement, through a title insurance company selected by the City and acceptable to Pacific Vet Group-USA, Inc. If the report on title, binder or commitment discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount which may be paid at closing), the City shall have thirty (30) days from the date of Pacific Vet Group-USA, Inc. notice of such defects to make a good faith effort to cure such defects and to furnish a report showing the defects cured or removed. If such defects are not cured within thirty (30) days, Pacific Vet Group-USA, Inc. may terminate this agreement or may, at its election, take title subject to any such defects. The cost of the title commitment and the cost of the owner's title policy shall be borne by the City of Fayetteville. The cost of any lender's title policy and extended owner's title insurance coverage shall be borne by Pacific Vet Group-USA, Inc.

8. *Deed and Other Documents*

On the Closing date, the City of Fayetteville shall convey marketable and insurable title to the premises by general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement, subject only to current real estate taxes, if any (to be apportioned between the parties) and existing easements. Pacific Vet Group-USA, Inc. and the City of Fayetteville shall equally share the cost a reasonable closing fee imposed by the closing agent employed by parties provided however that Pacific Vet Group-USA, Inc. shall be responsible for any revenue stamps resulting from this transaction and all recordings fees for the deed and other documents that need to be filed.

9. ***Risk of Loss***

Risk of loss as to the Development Site shall remain with the City of Fayetteville until the Closing date.

10. ***Pacific Vet Group-USA, Inc.'s Due Diligence***

Pacific Vet Group-USA, Inc. may enter upon the Development Site to conduct any surveying, testing or inspection it deems necessary to ensure the Development Site will be appropriate for the construction and use for its facility. If Pacific Vet Group-USA, Inc. discovers any problems that would adversely impact its development and use of the Development Site for its facility, Pacific Vet Group-USA, Inc. shall notify the City which is granted sixty (60) days to remediate any problem. The City may also terminate this Agreement without penalty rather then remediating any problem or issue discovered by Pacific Vet Group-USA, Inc.

11. ***Large Scale Development Approval***

Pacific Vet Group-USA, Inc. shall, at its sole cost and expense, prepare a Large Scale Development plat of the Development Site and obtain any and all approvals necessary for Pacific Vet Group-USA, Inc.'s intended use of the Development Site for its facility. The City shall reasonably cooperate with Pacific Vet Group-USA, Inc. in Pacific Vet Group-USA, Inc. request for development approval of its facility. Pacific Vet Group-USA, Inc. must present its development proposal through the normal City process and follow the Unified Development Code requirements.

12. ***Notices***

Notices required by this Agreement shall be in writing and shall be delivered to:

Pacific Vet Group-USA, Inc.
ATTN: Bill Davies, CEO
Pacific Vet Group
2134 Creek View Drive
Fayetteville, AR 72704 or by FAX: (479) 966-4448
to:

City of Fayetteville
ATTN: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701 72701-6083 or by FAX (479) 575-8257.

13. ***Authority***

Each of the undersigned individuals represent and warrant that they are authorized to enter into this Agreement on behalf of their respective entities and that execution hereof will bind the entities to this Agreement.

14. ***Counterparts***

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

15. ***Facsimile***

For purposes of executing this Agreement, a facsimile signature shall be as effective an as actual signature.

16. ***Applicable Law***

This Agreement shall be construed and enforced in accordance with the laws and public policies of the State of Arkansas.

17. ***Survival***

The representations, warranties, and agreements of the parties contained herein shall survive the closing date.

18. ***No Waivers***

The waiver by either party hereto of any condition or the breach of any term, covenant or conditions herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

19. ***Time of Essence***

Time is of the essence in this Agreement.

20. ***Invalidity***

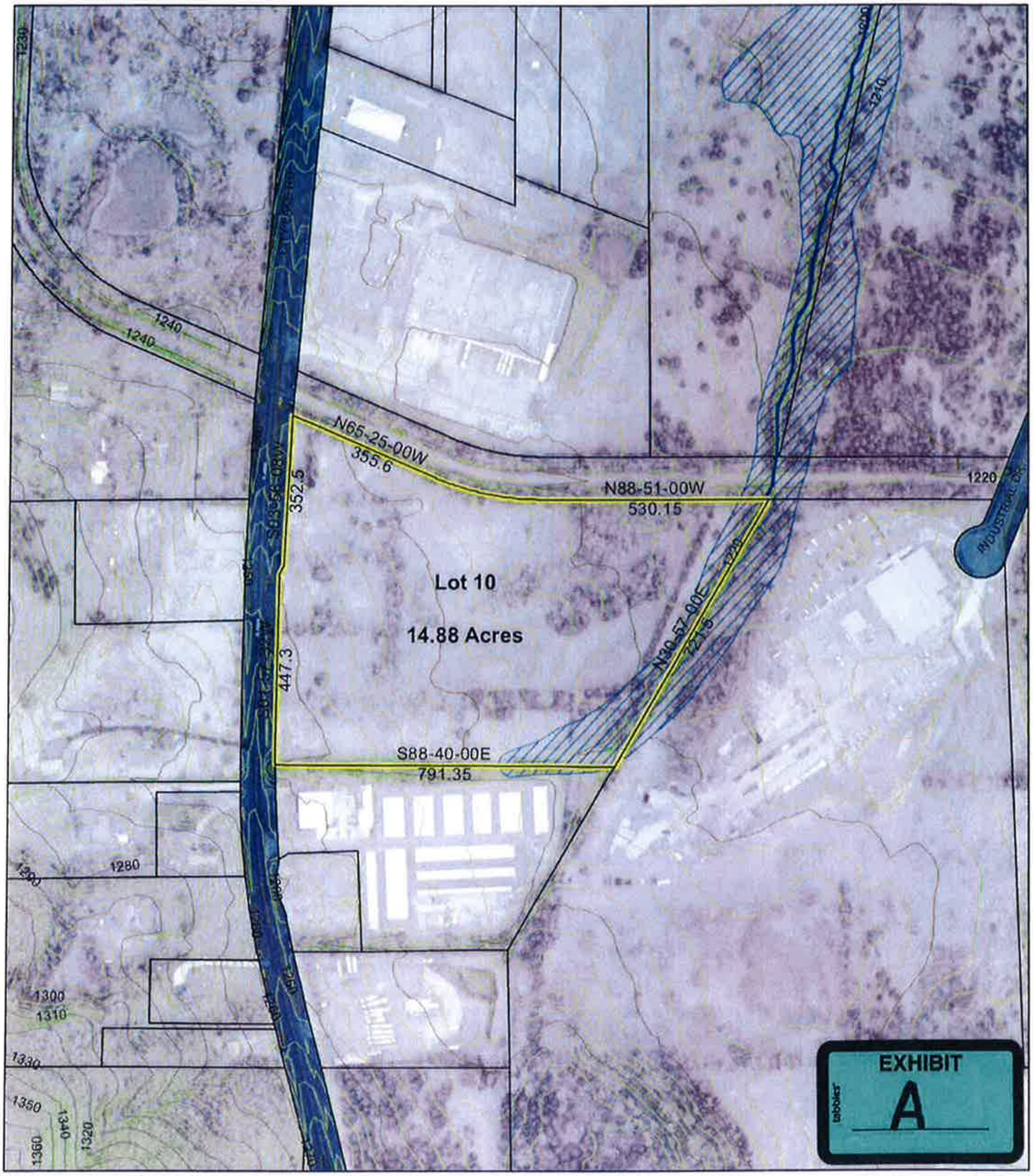
If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

21. ***Complete Agreement***

All understandings and agreements heretofore existing between the parties are merged into this Agreement that alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Pacific Vet Group-USA, Inc at closing.

Date: ____________________	Date: ____________________
PACIFIC VET GROUP-USA, INC.	**CITY OF FAYETTEVILLE, ARKANSAS**
By: ____________________ **BILL DAVIES** **CEO**	By: ____________________ **LIONELD JORDAN** **Mayor**
Witness:	Attest:
By: ____________________	By: ____________________ Sondra E. Smith, City Clerk

Fed. I.D. No.: ____________
FAX No.: (479) 966-4448
Address: Pacific Vet Group-USA, Inc.
2134 Creek View Drive
Fayetteville, AR 72704



Lot 10
Industrial Park West

Document Path: G:\GIS2\Projects\2013\Indusinal Park Lot 10 Sale\Lot 10 – Industrial Park West map2.mxd

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 18, 2013

A meeting of the Fayetteville City Council will be held on June 18, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Nominating Committee Report**

Agenda Additions:

A. Consent:

1. Approval of the May 21, 2013 and June 04, 2013 City Council meeting minutes.

2. **RFQ #13-01 McGoodwin, Williams and Yates, Inc.:** A resolution awarding RFQ #13-01 and approving a contract with McGoodwin, Williams and Yates, Inc. in an amount not to exceed $109,000.00 for engineering design services at the Solid Waste transfer station on Happy Hollow Road, and approving a budget adjustment.

3. **Bid #13-32 Frank Gardner Construction, LLC:** A resolution awarding Bid #13-32 and authorizing a contract with Frank Gardner Construction, LLC in the amount of $41,280.00 for the purchase of an overhead lube system for the Fleet Division, and approving a ten percent (10%) project contingency.

4. **Williams Tractor of Fayetteville Case Farmall 105U Tractor:** A resolution authorizing the purchase of one (1) Case Farmall 105U tractor from Williams Tractor of Fayetteville in the amount of $52,410.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Parks and Recreation Department.

5. **Stribling Equipment of Springdale John Deere 524K Wheel Loader:** A resolution authorizing the purchase of one (1) John Deere 524K wheel loader from Stribling Equipment of Springdale in the amount of $129,077.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Solid Waste Division.

6. **J.A. Riggs of Springdale, 308E Excavators:** A resolution authorizing the purchase of two (2) Caterpillar 308E excavators from J.A. Riggs of Springdale in the total amount of $239,734.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Water and Sewer Division and the Transportation Division, and approving a budget adjustment.

7. **J.A. Riggs of Springdale, 120 M2 Motor Grader:** A resolution authorizing the purchase of one (1) Caterpillar 120M2 motor grader from J.A Riggs of Springdale in the amount of $230,928.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Transportation Division.

8. **Amend Resolution No. 94-13:** A resolution amending Resolution No. 94-13 awarding Bid #13-23 and authorizing a contract with Center Point Contractors, Inc. in the amount of $289,675.00 for construction of an executive hangar addition at Fayetteville Executive Airport-Drake Field.

9. **2013 Hazmat Services Revenue:** A resolution approving a budget adjustment in the total amount of $11,239.80 to recognize 2013 hazmat services revenue from Washington County, and authorizing associated expenses.

B. Unfinished Business:

1. **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 Second Reading at the June 4,, 2013 City Council meeting.***

Left on the Second Reading

C. New Business:

1. **Levi Storage Center, LLC:** A resolution approving negotiation and purchase of 1.3 acres of property for construction of Town Branch Trail and the expansion of Greathouse Park from Levi Storage Center, LLC in an amount not to exceed $41,862.00 upon condition that existing liens on the real estate are released.

2. **Pacific Vet Group-USA, Inc.:** A resolution to sell about 14.9 acres of land in the Industrial Park to Pacific Vet Group-USA, Inc. for $223,500.00 and other valuable consideration and to approve a budget adjustment.

3. **Transportation Bond Projects:** A resolution approving a budget adjustment in the total amount of $201,621.00 to transfer escrow balances to certain transportation bond projects.

4. **Enact §116.02 Door to Door Solicitation at Private Residences:** An ordinance to enact §116.02 Door to Door Solicitation Regulations for Private Residences into the Fayetteville Code.

D. City Council Agenda Session Presentations:

E. City Council Tour:

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

F. Announcements:

1. **June 11, 2013 5:15 or immediately following Agenda Session**
   Fund Balance/Budget Discussion

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

6/18/2013
City Council Meeting Date
Agenda Items Only

Terry Gulley	Solid Waste	Trans. Services
Submitted By	**Division**	**Department**

Action Required:

Approval of an Engineering Contract with McGoodwin Williams and Yates, Inc. of Fayetteville for design services at the Solid Waste Transfer Station property on Happy Hollow Road

$ 109,000.00	$ 1,173,000.00	Solid Waste Office & Trans Station
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5080.5314.00	$ -	Solid Waste
Account Number	Funds Used to Date	Program / Project Category Name
13021.2000	$ 1,173,000.00	Solid Waste Improvements
Project Number	Remaining Balance	Fund Name

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

Terry D. Gulley — Department Director	5-31-13 Date
City Attorney	5-31-13 Date
Paul A. Becker — Finance and Internal Services Director	6-3-2013 Date
Don Marr — Chief of Staff	6-3-13 Date
Lioneld Jordan — Mayor	6/3/13 Date

Previous Ordinance or Resolution # ______

Original Contract Date: ______

Original Contract Number: ______

Received in City Clerk's Office 05-31-13P12:55 RCVD dm

Received in Mayor's Office ENTERED 5/31/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

Council Meeting of June 18, 2013

To: Mayor and City Council

Thru: Don Marr, Chief of Staff DM
Terry Gulley, Transportations Services Director TG

From: Chris Brown, P.E., City Engineer CB

Date: May 30, 2013

Subject: Solid Waste Building Expansion and Site Improvements

PROPOSAL:

The Solid Waste Division is in need of engineering services to design expansion/improvements to their facility on Happy Hollow Road, to include improvements to their offices and transfer station building, auxiliary buildings, parking areas, access drives, and other site elements. In accordance with City policy, a selection committee consisting of city staff and one City Council member was formed and has selected McGoodwin, Williams and Yates (MWY) of Fayetteville as the design consultant. MWY designed the existing transfer station and office building, and their staff has extensive knowledge and background on the existing building. MWY will provide the engineering and architectural services needed for the project, and will use a sub-consultant, Brown Engineers of Little Rock, for the mechanical systems (plumbing, electrical, heating and air conditioning).

MWY has presented a proposal for development of a Master Plan for building and site improvements, to include:

- Review of existing buildings, and development of building programs and preliminary floor plans for buildings on the site, to include expansion of offices, addition of a break/conference/training room, and upgrade/replacement of heating and air systems.
- Expansion and improvement/paving of parking areas and access driveways.
- Review of overall traffic flow on the site, including the scale area and the entrance to the compost area.
- Preparation of cost estimates for the various elements identified in the site plan
- Preparation of a preliminary design and construction schedule for these elements, and recommendations for packaging elements together for construction.

This Master Plan will allow the Solid Waste Division to develop a capital improvement plan for the solid waste facility. This plan will be used to guide the continued development and expansion of the site, and is also a necessary element of the upcoming rate study.

The Master Plan development is scheduled to be completed in late 2013. At that time, staff will negotiate amendments to the contract with MWY for development of construction plans for selected elements, based on priority of elements and available funding. It may be necessary to develop multiple construction contracts over a period of time. The packaging of various elements for construction will be developed during the master planning process.

The total fee for the development of the Master Plan is $109,000.

RECOMMENDATION:

Staff recommends approval of a contract with McGoodwin, Williams, and Yates, Inc. of Fayetteville in the amount of $109,000 for development of a Master Plan and conceptual designs for improvements to the Solid Waste Facility on Happy Hollow Road.

BUDGET IMPACT:

This project will be funded from the Solid Waste Office and Transfer Station Expansion project in the Solid Waste Fund.

RESOLUTION NO. ______

A RESOLUTION AWARDING RFQ #13-01 AND APPROVING A CONTRACT WITH MCGOODWIN, WILLIAMS AND YATES, INC. IN AN AMOUNT NOT TO EXCEED $109,000.00 FOR ENGINEERING DESIGN SERVICES AT THE SOLID WASTE TRANSFER STATION ON HAPPY HOLLOW ROAD, 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 awards RFQ # 13-01 and approves a contract with McGoodwin, Williams and Yates, Inc. in an amount not to exceed $109,000.00, a copy of which is attached as Exhibit "A", for architectural design services at the solid waste transfer station on Happy Hollow Road.

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 "B".

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED: ATTEST:

By: ______________________________
LIONELD JORDAN, Mayor

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

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
MCGOODWIN, WILLIAMS, AND YATES, INC.

SOLID WASTE BUILDING EXPANSION AND SITE IMPROVEMENTS

THIS AGREEMENT is made as of ______________________, 2012, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McGoodwin, Williams, and Yates, Inc. (hereinafter called ENGINEER).

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

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

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

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 Perform professional services in connection with the Project as hereinafter stated.

2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.

2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

EXHIBIT
tabbies
A

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.

3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is **$109,000**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.

5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

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

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 After payment in accordance with Paragraphs 6.5.3 and 6.5.4 above, deliver or otherwise make available to CITY OF FAYETTEVILLE all project deliverables at the latest stage of completion (e.g. 30%, 90%, etc.) CITY OF FAYETTEVILLE shall have the limited right to use the deliverables subject to the provisions of Paragraph 6.12.2.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 The CITY OF FAYETTEVILLE acknowledges the Engineer's plans and specifications, including all documents on electronic media ("delivered documents"), as instruments of professional service. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to the Engineer. Except for the Engineer's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless the Engineer is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the Engineer's responsibilities and obligations under this Agreement.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
302 E. Millsap Road
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of $10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS	McGoodwin, Williams, and Yates
By :_____________________	By: Brad B Hammond
Mayor, Lioneld Jordan	Brad B. Hammond, P.E.
ATTEST:	
By:_____________________	Title: President
City Clerk	

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

This is **Appendix A,** consisting of 6 pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and McGOODWIN, WILLIAMS, AND YATES, INC. dated ________________.

Initial:
CITY OF FAYETTEVILLE _______
McGOODWIN, WILLIAMS, AND YATES, INC. BBH

The following contains additional Scope of Services tasks.

A.1 General Scope

The work covered by this agreement includes a master site/facility plan and report, detailed design, preparation of construction drawings and specifications, bidding and construction administration and observation for the **Solid Waste Building Expansion and Site Improvements**. The project generally includes the following:

1. Changes to the division office building including renovation and new construction of five new offices, large storage room, and adding structural support if required.
2. Renovation of front office area including customer check-in, information center for service materials, built-in cabinets, furniture, and addition of storage space.
3. Renovation of ceilings and floors of entire office building. Renovations may include elimination or renovating the existing tile floors (tile or decorative).
4. Evaluation of required bathroom facilities to determine if building expansion meets code requirements.
5. Evaluation of existing HVAC system and efficient design of system for full office building.
6. Design of separate employee entrance at appropriate location away from main customer entrance.
7. Design a new breakroom with kitchen facilities and vending area to accommodate division staff of 70 employees with ability of space to be configured for all staff events, training session, and employee meetings. The breakroom will include full media equipment (TV, video, computers, and audio) and employee computer, kiosk, and time-clock stations.
8. Design a new locker room for approximate 70 lockers for personal storage only. No dressing areas will be required.
9. Design a new training/conference room for approximately 15-20 participants with full media equipment (TV, video, computers, and audio).
10. Replacement of any parking spaces lost as a result of office building expansion.
11. Expansion of MRF building to include covering and enclosing the current outdoor storage area.
12. Front entrance landscape design.
13. Renovation of scale house and possible relocation of scale house building and scales to accommodate entering and exiting traffic.
14. Assist CITY OF FAYETTEVILLE with obtaining all necessary permits.
15. Grading and paving of gravel parking lot where the recycle fleet parks in order to provide adequate stormwater runoff for necessary permits.
16. Concrete paving the access road from the compost pad to the entrance gate of the container maintenance and compost drop-off area.

17. Employee parking lot expansion and re-striping, adding 16-20 new car/truck employee parking spaces and five motorcycle spaces.
18. Site and design a "hot load" area with concrete floor, drains and water capabilities for processing hot/burning refuse loads.
19. Design stormwater collection system that controls runoff of leachate that is tracked out of transfer station by trucks to keep the division compliant with ADEQ concerns.
20. Automatic gate at compost site entrance.
21. Incorporation of sustainable design and low-impact development (LID) features as practical and appropriate.
22. Mitigation of odors entering office area.
23. Reconfiguring the stormwater sump area.
24. Evaluate and recommend improvements to the Compost Building and check-in road.
25. Investigate possibility of utility incentives/rebates.

A.2 Specific Scope of Services

McGOODWIN, WILLIAMS, AND YATES shall provide a suitable engineering staff to complete the necessary field surveys, to perform detailed design, to prepare plans and specifications, to provide needed services during the bid phase and the construction phase of the project, and to provide other services as may be directed by the CITY OF FAYETTEVILLE. The staff shall consist of engineers, engineering technicians, inspectors and other assistants as may be necessary to carry on the work in an efficient and expeditious manner. McGOODWIN, WILLIAMS, AND YATES will provide the following services:

A2.1 Preliminary Design Phase – Master Site and Facility Plan

1. Meet with the CITY OF FAYETTEVILLE to understand the project needs.

2. Develop a conceptual design for the building renovation/addition, including:

   a. Building program
   b. Code review
   c. Existing facility assessment
   d. Conceptual design drawings, including a floorplan and exterior elevations, to illustrate recommended additions/renovations to the building.

3. Develop a conceptual design for the site improvements, including a "master plan" drawing illustrating recommended improvements.

4. Meet with the CITY OF FAYETTEVILLE to review concept drawings and revise drawings based on input from the CITY OF FAYETTEVILLE.

5. Attend a review meeting with the city planning staff.

6. Develop a preliminary opinion of probable cost for the project, including itemized construction packaging recommendations. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that McGOODWIN, WILLIAMS, AND YATES makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

7. Meet with the CITY OF FAYETTEVILLE to review the preliminary opinion of probable cost. If necessary, identify alternatives to reduce the probable construction cost and make revisions to the conceptual plans and opinion of probable cost. The scope of work under

this agreement includes no more than two (2) revisions to the conceptual drawings and opinion of probable cost.

8. Prepare a draft Preliminary Design Report describing recommended improvements, including the conceptual design drawings and the preliminary opinion of probable cost and submit to the CITY OF FAYETTEVILLE for review.

9. Prepare and transmit a final Preliminary Design Report after receiving comments from the CITY OF FAYETTEVILLE.

A2.2 Detailed Design and Preparation of Construction Plans and Specifications

1. Prepare final design for the project based on the conceptual design plans developed under Section A2.1, including detailed construction specifications and drawings. It is understood that final designs may be developed for multiple construction contracts. Scopes of work for each construction package will be developed after completion of the Preliminary Design Report, and an appropriate amendment to this agreement will be developed at that time.

2. Prepare an opinion of probable cost of the authorized construction. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that McGOODWIN, WILLIAMS, AND YATES makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

3. Submit, on behalf of the CITY OF FAYETTEVILLE, construction specifications, drawings and design criteria for approval to the Arkansas Department of Health and other agencies, if required.

4. Prepare necessary environmental and other permitting applications, including SWPPP and BMP plans, and assist with submittal to appropriate federal, state and local agencies. Permitting fees will be paid directly by the CITY OF FAYETTEVILLE and are not included in the professional design fees. An industrial stormwater permit, if required, will be prepared by the CITY OF FAYETTEVILLE and is not included in the scope of work.

5. Develop and submit documents in accordance with the CITY OF FAYETTEVILLE's planning requirements, and attend necessary public meetings to present the project.

A2.3. Bidding and Preconstruction Services

McGOODWIN, WILLIAMS, AND YATES will provide technical interpretation of the plans and specifications as needed, prepare addenda as required, attend a pre-bid conference and the bid opening, provide an engineering analysis of the bids received, make recommendations concerning award of the construction contract and assist in the preparation of contract documents. Supporting documents will be prepared and submitted to the CITY OF FAYETTEVILLE. The scope of services does not include dividing construction contracts into multiple projects and/or bids.

A2.4 Construction Phase Services

1. Attend a preconstruction conference. At the time of the preconstruction conference, a Notice to Proceed will be issued.

2. Furnish professional engineers to make visits to the site at appropriate intervals to observe the progress and quality of the executed work and to determine in general

if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer shall have no control over nor responsibility for the Contractor's means, methods, sequence, techniques or procedures in performing the work, or for safety programs in connection with the work. These are solely the responsibilities of the Contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.

3. Furnish the services of other field personnel for on-the-site observation of construction and for the performance of required construction layout surveys when requested by the Owner. The authority and duties of such Project Representatives are limited to examining the material furnished and observing the work done and to reporting their findings to the Engineer. The Engineer will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the Engineer will use diligence to see that the Project Representatives are on the job to perform their required duties.

4. The required construction layout surveys will include the establishment of baselines for locating the work, with a suitable number of benchmarks for site elevation references as shown in the plans and specifications.

5. Consult with and advise the Owner; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.

6. Review submittals by the Contractor at the request of the Owner. This review is for the benefit of the Owner to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

7. Review monthly and final estimates for payments to the Contractor prepared by the Owner.

8. Attend, in company with the City of Fayetteville's Representative, a final inspection of the project. This inspection will be for conformance with the design concept of the project and compliance with the contract documents.

9. Furnish to the Owner two copies of the record drawings for the project.

A.3 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others indicated, by the McGOODWIN, WILLIAMS, AND YATES as part of the Project.

A.3.1 Deliverables for Preliminary Design Phase – Master Site and Facility Plan

1. Four (4) copies of Draft Conceptual Design Drawings
2. Four (4) copies of the draft version of the Preliminary Design Report
3. Four (4) copies of the final version of the Preliminary Design Report
4. Electronic files in accordance with the Agreement

A.4 Compensation

In consideration of the performance of the foregoing services by McGOODWIN, WILLIAMS, AND YATES, the CITY OF FAYETTEVILLE shall pay to McGOODWIN, WILLIAMS, AND YATES compensation as follows:

A4.1 Preliminary Design Report Phase

1. Compensation shall be paid to McGOODWIN, WILLIAMS, AND YATES on the basis of McGOODWIN, WILLIAMS, AND YATES's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. Rates are adjusted annually at the beginning of each calendar year. McGOODWIN, WILLIAMS, AND YATES agrees to keep the CITY OF FAYETTEVILLE apprised in a timely manner of costs incurred.

2. The reimbursable expenses for which McGOODWIN, WILLIAMS, AND YATES will be reimbursed shall include travel expenses when traveling outside Northwest Arkansas in connection with the project, rental expenses for special equipment needed for completion of the work, purchase of material, and other expenses directly attributable to the project, including any work performed by subcontractors. McGOODWIN, WILLIAMS, AND YATES shall charge the CITY OF FAYETTEVILLE for reimbursable expenses at actual cost plus ten percent (10%).

3. The maximum not-to-exceed amount authorized by this contract is $109,000.

A4.2 Detailed Design and Preparation of Construction Plans and Specifications

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase.

A4.3 Bidding and Preconstruction Services

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase or the Detailed Design and Preparation of Construction Plans and Specifications.

A4.4 Construction Phase Services

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase or the Detailed Design and Preparation of Construction Plans and Specifications.

A.5 Project Design Schedule

McGOODWIN, WILLIAMS, AND YATES shall begin work under this Agreement within two (2) working days of a Notice to Proceed (NTP) and shall complete the work described in Section A2 above in accordance with the schedule below on the condition that any requested input and/or comments from the CITY OF FAYETTEVILLE is received in writing by McGOODWIN, WILLIAMS, AND YATES within seven (7) calendar days after the request or submittal is received by the CITY OF FAYETTEVILLE.

A.5.1 Preliminary Design Phase – Master Site and Facility Plan

1. Submit conceptual design drawings
    - 70 Calendar days after NTP
2. Revise conceptual drawings and submit preliminary Opinion of Probable Cost and tentative projected timeline for design/construction for each recommended construction package
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding conceptual design drawings and input from the City of Fayetteville Planning Division
3. Deliver draft Preliminary Design Report
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding revised conceptual design drawings and opinion of probable cost
4. Deliver final Preliminary Design Report
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding draft report

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Solid Waste & Recycling	Request Date	Adjustment Number
2013	Department: Transportation Services	5/30/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Create two new solid waste sub-projects. Sub-project 1000 is for site improvements. Sub-project 2000 is for new office space at Solid Waste. This BA will move $109,000.00 from sub-project 1 into sub-project 2000 fro professional services that will be provided by McGoodwin, William & Yates.

	Date
Terry D. Gulley — Division Head	5-31-13
Budget Director	5-30-12
Terry D. Gulley — Department Director	5-31-13
Paul A. Becker — Finance Director	6-3-2013
Don Marr — Chief of Staff	6-3-13
Lioneld Jordan — Mayor	6/3/13

Prepared By: Peggy Bell

kspringer

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
			-	.
Solid Waste improvements	5500.5080.5816.00	(109,000)		13021 . 1
Professional services	5500.5080.5314.00	109,000		13021 . 2000

EXHIBIT B

tabbies

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/18/2013
City Council Meeting Date
Agenda Items Only

Jesse Beeks / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution awarding Bid #13-32 to Frank Gardner Construction, LLC of Mt. Vernon, AR for the purchase of an overhead lube system for the Fleet shop in the amount of $41,280 plus a contingency of 10% for a total of $45,408.

$ 45,408.00	$ 295,000.00	Overhead Lube System
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ -	Shop Improvements
Account Number	Funds Used to Date	Program / Project Category Name
12007.1	$ 295,000.00	Shop Fund
Project Number	Remaining Balance	Fund Name

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

Department Director — Date: 5-31-13

City Attorney — Date: 5-31-13

Finance and Internal Services Director — Date: 6-3-2013

Chief of Staff — Date: 6-3-13

Mayor — Date: 6/3/13

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 05-31-13P12:55 RCVD

Received in Mayor's Office ENTERED 5/31/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

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

From: **Jesse Beeks, Fleet Operations Shop Supervisor**

Date: May 31, 2013

Subject: Purchase of one Overhead Lube System for Fleet Shop

PROPOSAL: That City Council award Bid #13-32 for the purchase of one Overhead Lube System for the Fleet shop to Frank Gardner Construction, LLC of Mt Vernon, AR in the amount of $41,280 plus a 10% contingency for a total of $45,408.

RECOMMENDATION: When the current oils / lubricants bid was put out several years ago, specifications asked that the equipment (tanks, tubing, etc.) be supplied. In retrospect, this requirement limited the number of bidders on the oil as not everyone could supply the equipment.

Fleet decided to purchase the equipment so that in future when oils/lubricants are bid out, there should be more bidders which should result in more competitive bidding. This bid is for the overhead piping, and oil tanks.

Fleet recommends purchase of the overhead lube system from Frank Gardner Construction, LLC of Mt. Vernon. They are the low bidder; they have met all specifications of the bid. A bid tab sheet is attached.

BUDGET IMPACT: This purchase was budgeted for on the capital side.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-32 AND AUTHORIZING A CONTRACT WITH FRANK GARDNER CONSTRUCTION, LLC IN THE AMOUNT OF $41,280.00 FOR THE PURCHASE OF AN OVERHEAD LUBE SYSTEM FOR THE FLEET DIVISION, AND APPROVING A TEN PERCENT (10%) 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 #13-32 and authorizes a contract with Frank Gardner Construction, LLC in the amount of $41,280.00 for the purchase of an overhead lube system for the Fleet Division, and further approves a ten percent (10%) project contingency.

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS

Overhead Lube System Re-Bid

BID: 13-32
DATE: 05/30/13
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Item #	Description	Can Serv	Frank Gardner Construction, LLC.	The Southern Company NLR, Inc.
		Manufacturer/Model	Manufacturer/Model	Manufacturer/Model
1	Complete Overhead Lube System	Lincoln Industrial Line	Graco Matrix Style	Graco/Hall Tank
	Total Bid Price =	$ 159,000.00	$ 41,280.00	$ 48,469.00

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

CERTIFIED: A. Foren
A. FOREN, PURCH AGENT

Julie Paladino
WITNESS

5/30/12

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/18/2013
City Council Meeting Date
Agenda Items Only

Jesse Beeks / Barbara Olsen	**Fleet Operations**	**Transportation**
Submitted By	**Division**	**Department**

Action Required:

A resolution to purchase one Case Farmall 105U Tractor from Williams Tractor of Fayetteville, AR off their bid through NJPA in the amount of $52,410 for use by Parks and Recreation Division.

$ 52,410.00	$ 283,300.00	Tractors / Mowers
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 92,660.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02083.2013	$ 190,640.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item X **Budget Adjustment Attached** ☐

Department Director — Date 5-29-13

City Attorney — Date 5-30-13

Finance and Internal Services Director — Date 6-3-2013

Chief of Staff — Date 6-3-13

Mayor — Date 6/3/13

Previous Ordinance or Resolution # ______

Original Contract Date: ______

Original Contract Number: ______

Received in City Clerk's Office 05-30-13A11:48 RCVD

Received in Mayor's Office ENTERED 5/31/13

Comments:

Fayetteville ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

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

From: **Jesse Beeks, Fleet Operations Shop Supervisor**

Date: May 29, 2013

Subject: Purchase of one tractor for Parks and Recreation

PROPOSAL: That City Council approve the purchase of one Case Farmall 105U Tractor from Williams Tractor of Fayetteville, AR off their bid through NJPA in the amount of $52,410 for use by Parks and Recreation Division.

RECOMMENDATION: #567 is a 1999 Tractor that is no longer dependable for full time front line use and needs to be replaced. It was originally scheduled for replacement in 2009, but was pushed back each year as long as it continued to run well. It is now time to replace it.

Fleet recommends purchasing a Case Farmall 105U Tractor off the NJPA Contract from Williams Tractor in the amount of $52,410.

Sufficient funds have been collected to replace this unit.

This purchase was discussed at the Equipment Committee meeting on May 28th, 2013.

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

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) CASE FARMALL 105U TRACTOR FROM WILLIAMS TRACTOR OF FAYETTEVILLE IN THE AMOUNT OF $52,410.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE PARKS AND RECREATION DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one (1) Case Farmall 105U tractor from Williams Tractor of Fayetteville in the amount of $52,410.00, pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use by the Parks and Recreation Department.

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

5043

Williams Tractor, Inc.
2501 SHILOH DRIVE
P. O. BOX 1346
FAYETTEVILLE, ARKANSAS 72702-1346

Phone 479/442-8284
FAX 479/442-6013
Email: dewilliams@williamstractor.com

NEW HOLLAND

May 8, 2013

City of Fayetteville

Attn: Jesse

Please accept the following Case tractor bid using the NJPA contract 031711-CIH:

1. Case Farmall 105U 4wd Tractor

   -12X12 Power Shuttle transmission

   -2 remotes

   -Cab, A/C, radio

   -14.9X24 front radial tires, 18.4X34 Rear Radial tires

   -Case L735 loader Skid Steer Quick Attach with Bucket

   -3rd function loader hydraulics with flat face couplers on loader front

Sales Price $52,410.00

*please add any applicable sales tax

Thank you for considering Williams Tractor Inc.

Tim Bailey

NJPA AWARDED CONTRACT

NJPA VENDOR CONTRACT SUMMARY – CASE IH

DATE May 17, 2011	**RFP #** 031711
AWARDED CONTRACT NUMBER **031711-CIH**	**NJPA RFP TITLE & CATEGORY** Ag Tractors And-Or Implements Together With Related Equipment And Accessories Ag Tractors & Implements
CONTRACT PERIOD May 17, 2011 through May 16, 2015	**PRICING MODEL** Percentage discounts from catalog
DESCRIPTION Comprehensive line of equipment solutions in the areas of: Agricultural and Utility Tractors, Combines and Harvesters, Hay and Forage, Tillage, Planting, Seeding, Spraying, Site Specific Farming, Skid Steers, Compact Track Loaders, Utility Vehicles, and Related Repair Parts.	
VENDOR NAME AND ADDRESS CASE IH North America N4313 County Highway V Poynette, WI 53955	**VENDOR CONTACT** Patricia P. Lardie 608-444-5349 patricia.lardie@cnh.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.6 "Contract" as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder's Response, and fully executed "Acceptance and Award". • Request for Proposal (RFP) • Bid Acceptance & Award • Pricing Discount Summary • Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager	**RELATED CONTRACT DOCUMENTATION** • Affidavit of Advertisement • Bid Opening Witness Page • Bid Evaluation • Bid Comment & Review • Board Minutes 5-17-11
DOCUMENTATION OF CONTRACT MAINTENANCE • Renewal Extension 5/17/12	**ADDITIONAL INFORMATION:**

NJPA INFORMATION

NJPA CONTACT Jeremy Schwartz	**TITLE** NJPA Contract Manager
PHONE 218-894-5488	**EMAIL** jeremy.schwartz@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	**WEBSITE** www.njpacoop.org

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

Requisition No.:
Date: 5/29/2013
P.O Number:
Expected Delivery Date:

Vendor #: 11133
Vendor Name: WILLIAMS TRACTOR
Mail Yes:__ No: X
Address:
Fob Point:
Taxable Yes:__ No: X
Quotes Attached Yes:____ No: x
City:
State:
Zip Code:
Ship to code: 50
Divison Head Approval:
Requester: BARBARA OLSEN
Requester's Employee #: 1940
Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	CASE FARMALL 105U TRACTOR PER QUOTE	1	EA	52,410.00	$52,410.00	9700.1920.5802.00	02083.2013		705043
2	OFF NJPA CONTRACT, TO BE UNIT 5043				$0.00				
3	FIXED ASSET 705043				$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $52,410.00
Tax: EXEMPT
Total: $52,410.00

Approvals:

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

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

6/18/2013
City Council Meeting Date
Agenda Items Only

Jesse Beeks / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution to purchase one John Deere 524K Wheel Loader from Stribling Equipment of Springdale, AR off their bid through NJPA (National Joint Powers Alliance) in the amount of $129,077 for use by Solid Waste Division.

$ 129,077.00	$ 738,400.00	Backhoes / Loaders
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 488,351.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02076.2013	$ 250,049.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item X **Budget Adjustment Attached**

Department Director — Date: 5-29-13

City Attorney — Date: 5-30-13

Finance and Internal Services Director — Date: 6-3-2013

Chief of Staff — Date: 6-3-13

Mayor — Date: 6/3/13

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 05-30-13 A11:48 RCVD

Received in Mayor's Office ENTERED 5/31/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

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

From: **Jesse Beeks, Fleet Operations Shop Supervisor**

Date: May 29, 2013

Subject: Purchase of one front end wheel loader

PROPOSAL: That City Council approve the purchase of one John Deere 524K Wheel Loader from Stribling Equipment of Springdale, AR off the bid through NJPA in the amount of $129,077 for use by Solid Waste Division.

RECOMMENDATION: Unit #665 is a 2005 Front End Wheel Loader used by Solid Waste at the Compost site that is worn out and needs to be replaced. It was scheduled for replacement in 2013.

Fleet recommends purchasing a John Deere 524K Wheel Loader off the NJPA contract from Stribling Equipment of Springdale, AR for a total purchase of $129,077.

Sufficient replacement funds have been collected to replace this unit.

This purchase was discussed at the Equipment Committee meeting on May 28th, 2013

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) JOHN DEERE 524K WHEEL LOADER FROM STRIBLING EQUIPMENT OF SPRINGDALE IN THE AMOUNT OF $129,077.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE SOLID WASTE DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one (1) John Deere 524K wheel loader from Stribling Equipment of Springdale in the amount of $129,077.00, pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use by the Solid Waste Division.

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED:	ATTEST:
By: ______________________	By: ______________________
LIONELD JORDAN, Mayor	**SONDRA E. SMITH**, City Clerk/Treasurer

STRIBLING EQUIPMENT, LLC

recommended

#6007

Jackson, Mississippi (601) 939-1000 • (800) 682-6409
408 Hwy 49 South • P.O. Box 6038 • Jackson, MS 39288-6038

City of Fayetteville

Dennis,

Thank you for the opportunity in bidding our 524K wheel loader to the City of Fayetteville. We will do our best to represent our product to the standards as you see fit. Please review the specifications listed below and let us know if these specifications meet and exceed what you are looking for.

Delivered price of $129,077.00

John Deere 524K

Options Installed on Priced Unit:

- PowerTech 6.8L IT4 engine with 146 hp and 448 lbs of torque
- JD Link
- Hydraulically Driven Automatic Reverse Fan Drive
- Air Intake with Precleaner
- 130 Amp Alternator
- 3 Function Joystick w/ FNR
- Rops quiet cab with AC
- Ride Control
- Auto Differential Lock
- 20.5 x R25 XTLA Michelin Radials on 3pc wheels
- Rear Bumper with Counter weight
- JRB quick coupler
- Sampling ports and environmental drains
- 24 volt converter

STRIBLING
EQUIPMENT, LLC
Jackson, Mississippi (601) 939-1000 • (800) 682-6409
408 Hwy 49 South • P.O. Box 6038 • Jackson, MS 39288-6038

- AM/FM/WB radio
- Powered Cab Air precleaner
- 5lb Fire Extinguisher
- Bottom Guards
- JRB 4 in 1 Bucket
- Factory 12 month / unlimited hour full machine warranty
- 36 month / 3000 hour power train and hydraulic extended warranty

Productivity:

- The 524K has 3200-4000 pounds more full-turn and straight tip load. This results directly into a more stable machine.
- The 524K utilizes it's predominate features, smoother shifts and better stability for increased productivity.
- The 524K averages 6% faster cycle times compared to other models in V-pattern truck loading.
- Best in class Advanced Display Unit with onboard diagnostics comes standard on the John Deere providing detailed troubleshooting information for faster diagnosis and repairs.
- Increased operator comfort with limited view obstruction and vertically adjustable armrests.

Uptime:

- Solid-state electronics in the John Deere provide superior reliability.
- Quad-Cool is unequaled in providing the highest cooling efficiency and ease of cleaning. The 524K has pre-screened air for every cooling component.
- Same side daily service means the operator can quickly do proper daily checks including checking for leaks and topping off fluids to keep the machine running at peak performance.

STRIBLING
EQUIPMENT, LLC
Jackson, Mississippi (601) 939-1000 • (800) 682-6409
408 Hwy 49 South • P.O. Box 6038 • Jackson, MS 39288-6038

- EPA interim Tier 4/ Stage IIIB – technology allows automatic, on the fly, exhaust filter cleaning at any engine speed.

Cost Savings:

- Vertical spin on filters allow quick, no spill changes
- 500, 2000 and 4000 hour engine, transmission, and hydraulic oil service intervals help reduce operating costs.
- Easy to navigate LDC monitor displays diagnostic messages, and even offers possible solutions to help get you back up and running.
- Color coded fluid sample and diagnostic test ports help speed preventative maintenance and troubleshooting.

NJPA AWARDED CONTRACT

NJPA VENDOR CONTRACT SUMMARY – JOHN DEERE CONSTRUCTION RETAIL SALES-A DIV. OF JDSS

DATE July 19, 2011	**RFP #** 060311
AWARDED CONTRACT NUMBER **060311-JDC**	**NJPA RFP TITLE & CATEGORY** HEAVY CONSTRUCTION EQUIPMENT TOGETHER WITH RELATED ACCESSORIES, SUPPLIES, AND SERVICES
CONTRACT PERIOD July 19, 2011 through July 18, 2015	**PRICING MODEL** Discount from MSRP (List)
DESCRIPTION Contract #060311-JDC provides 71 models in 12 product groups of heavy construction equipment: articulating dump trucks, backhoes, crawler dozers, crawler loaders, excavators, motor graders, wheel loaders, compact track loaders, compact excavators, skid steer loaders and compact wheel loaders.	
VENDOR NAME AND ADDRESS John Deere Construction Retail Sales 1515 Fifth Ave. Moline, IL 61265	**VENDOR CONTACT** Richard Murga MurgaRichard@JohnDeere.com (309) 765-0260

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.6"Contract" as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder's Response, and fully executed "Acceptance and Award". • Request for Proposal (RFP) • Bid Acceptance & Award • Bidder's Response and Pricing – Available upon request from the NJPA Contract Manager	**RELATED CONTRACT DOCUMENTATION** • Affidavit of Advertisement • Bid Opening Witness Page • Bid Evaluation • Bid Comment & Review • Board Minutes 7-19-11
DOCUMENTATION OF CONTRACT MAINTENANCE Renewal Extension 7-19-12	**ADDITIONAL INFORMATION:** • John Deere Construction Retail Sales-a Div. of JDSS Contract Award Announcement

NJPA INFORMATION

NJPA CONTACT Tony Glenz	**TITLE** Contract Manager
PHONE 218-894-5491	**EMAIL** tony.glenz@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	**WEBSITE** www.njpacoop.org

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

Requisition No.:
Date: 5/29/2013
P.O Number:
Expected Delivery Date:

Vendor #: 22696
Vendor Name: STRIBLING EQUIPMENT
Mail Yes:__ No: X

Address:
Fob Point:
Taxable Yes:__ No: X
Quotes Attached Yes:__ No: x

City:
State:
Zip Code:
Ship to code: 50
Divison Head Approval: Jesse Beeks

Requester: BARBARA OLSEN
Requester's Employee #: 1940
Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	JOHN DEERE 524k WHEEL LOADER PER QUOTE	1	EA	129,077.00	$129,077.00	9700.1920.5802.00	02076.2013		706007
2	OFF NJPA CONTRACT. TO BE UNIT 6007				$0.00				
3	FIXED ASSET #706007				$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
•	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $129,077.00
Tax: EXEMPT
Total: $129,077.00

Approvals:

Mayor: ____________
Department Director: ____________
Purchasing Manager: ____________

Finance & Internal Services Director: ____________
Budget Manager: ____________
IT Manager: ____________

Dispatch Manager: ____________
Utilities Manager: ____________
Other: ____________

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

6/18/2013
City Council Meeting Date
Agenda Items Only

Jesse Beeks / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution to purchase two Caterpillar 308E Excavators from JA Riggs of Springdale, AR off their bid through NJPA in the amount of $119,867 each for a total of $239,734 for use by Water & Sewer and Transportation Divisions.

$ 239,734.00	$ 736,000.00	Construction Equipment
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 230,750.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02077.2013	$ 505,250.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item X **Budget Adjustment Attached** X

Terry J. Gulley 5-29-13
Department Director Date

5-30-13
City Attorney Date

Paul A. Becker 6-3-2013
Finance and Internal Services Director Date

Don Marr 6-3-13
Chief of Staff Date

Lioneld Jordan 6/3/13
Mayor Date

Previous Ordinance or Resolution # ______
Original Contract Date: ______
Original Contract Number: ______

Received in City Clerk's Office 05-30-13 A11:48 RCVD clm

Received in Mayor's Office ENTERED 5/31/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

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

From: **Jesse Beeks, Fleet Operations Shop Supervisor**

Date: May 29, 2013

Subject: Purchase of two Excavators for Water & Sewer and Transportation Divisions

PROPOSAL: That City Council approve the purchase of two Caterpillar 308E Excavators from JA Riggs of Springdale, AR off their bid through NJPA in the amount of $119,867 each for a total of $239,734 for use by Water & Sewer and Transportation Divisions.

RECOMMENDATION: Two units need to be replaced. The first unit is #86 (a 1999 Mack Concrete Mixer Truck) which was shared 70% / 30% by Transportation and Water & Sewer. Both users have stated they do not need another concrete mixer truck as it is now possible to purchase concrete one yard at a time. This was not possible in the past and is the reason why it was necessary to own a concrete mixer truck.

The second unit is #643 (a 2000 Backhoe) for Water & Sewer that died and was sold earlier this year. Both Divisions have asked for Excavators as the replacement equipment as that will better help them fulfill their missions. Replacement was pushed back on both these units and it is now time to replace them.

Sufficient funds have been collected from both Divisions for these replacements. Sufficient capital funds are available for the purchase. However, a budget adjustment is needed to move funds from one Fleet project to another. Funds for Backhoe replacement are in "Backhoe" project; funds for concrete mixer truck are in "Other Equipment" project; Excavators will be purchased out of "Construction Equipment" project.

Fleet recommends purchase of two Caterpillar 308E CR SB Excavators off the NJPA Contract from JA Riggs of Springdale in the amount of $119,867 each, for a total of $239,734.

This purchase was discussed at the Equipment Committee meeting on May 28, 2013.

BUDGET IMPACT: Both these replacements were budgeted for on the capital and operating sides. A Budget Adjustment is needed to move funds from Fleet projects to the correct Fleet project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) CATERPILLAR 308E EXCAVATORS FROM J.A. RIGGS OF SPRINGDALE IN THE TOTAL AMOUNT OF $239,734.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE WATER AND SEWER DIVISION AND THE TRANSPORTATION DIVISION, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two (2) Caterpillar 308E excavators from J.A. Riggs of Springdale in the total amount of $239,734.00, pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use by the Water and Sewer Division and the Transportation Division.

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 18th day of June, 2013.

APPROVED: ATTEST:

By: ______________________________
LIONELD JORDAN, Mayor

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fleet Operations	Request Date	Adjustment Number
2013	Department: Transportation Services	6/18/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Funds are needed in 02077 Construction Equipment for the purchase of two Excavators for Water and Sewer and for Transportation. $90,000 is available in 02076 Backhoes/Loaders to replace Backhoe #643 (WSEW_F081). $187,000 is available in 02080 Other Equipment to replace #86 (TRAN_F094 / WSEW_F056) - a Concrete Mixer Truck which was shared by W&S and Transp. Both #643 and #86 will be replaced by Excavators which will be purchased from 02077.

	Date
Jesse Becker — Division Head	5/29/13
Budget Director	5-23-13
Terry J. Gulley — Department Director	5-29-13
Paul A. Becker — Finance Director	6-3-2013
Don Marr — Chief of Staff	6-3-13
Lioneld Jordan — Mayor	6/3/13

Prepared By: Barbara Olsen

Springer, Kevin

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	Revenue	Project.Sub Number
Vehicles and equipment	9700.1920.5802.00	(90,000)	-	02076 . 2013
Vehicles and equipment	9700.1920.5802.00	(187,000)		02080 . 2013
Vehicles and equipment	9700.1920.5802.00	277,000		02077 . 2013

EXHIBIT A

NJPA AWARDED CONTRACT

NJPA VENDOR CONTRACT SUMMARY - CATERPILLAR HEAVY EQUIPMENT

DATE October 19, 2011	**RFP #** 060311
AWARDED CONTRACT NUMBER **060311-CAT**	**NJPA RFP TITLE & CATEGORY** Heavy Construction Equipment Together With Related Accessories, Supplies, And Services Heavy Construction Equipment
CONTRACT PERIOD October 19, 2011 through October 18, 2015	**PRICING MODEL** Percentage Discount from Catalog
DESCRIPTION Pavers, Compactors, Track Type Tractors, Integrated Tool Carriers, Excavators, Mixers, Scrapers, Graders, Skid Steers, Loaders, Articulated Trucks, Dozers, Vocational Trucks, and Work Tools For All Equipment Listed.	
VENDOR NAME AND ADDRESS Caterpillar, Inc 100 NE Adams Street Peoria, IL 61629	**VENDOR CONTACT** Jason Walker 309-675-4095 Walker_Jason_C@cat.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.6 "Contract" as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder's Response, and fully executed "Acceptance and Award". • Request for Proposal (RFP) • Bid Acceptance & Award • Pricing Discount Summary • Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager	**RELATED CONTRACT DOCUMENTATION** • Affidavit of Advertisement • Bid Opening Witness Page • Bid Evaluation • Bid Comment & Review • Board Minutes 7-19-11
DOCUMENTATION OF CONTRACT MAINTENANCE • CONTRACT AMENDMENT	**ADDITIONAL INFORMATION:**

NJPA INFORMATION

NJPA CONTACT Jeremy Schwartz	**TITLE** NJPA Contract Manager
PHONE 218-894-5488	**EMAIL** jeremy.schwartz@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	**WEBSITE** www.njpacoop.org

Riggs CAT

Quote 110672-01

May 13, 2013

CITY OF FAYETTEVILLE
1525 S HAPPY HOLLOW RD
FAYETTEVILLE, ARKANSAS 72701-7258

Attention: JESSE BEEKS

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR PURCHASE CONSIDERATION.

ONE (1) NEW 2013 CATERPILLAR MODEL: 308E CR SB COMPACT HYDRAULIC EXCAVATOR WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

STOCK NUMBER: 1303308

Sell Price	$119,867.00
Ext Warranty	Included
Before Tax Balance	**$119,867.00**

WARRANTY

Standard Warranty:	12 Months / Unlimited Hours Premier Warranty* All standard warranties include travel time & mileage for first three months. Scheduled Oil sampling is required during entire warranty period.
Extended Warranty:	24 MO/2000 PREMIER (total machine)

ADDITIONAL CONSIDERATIONS

- Pricing pursuant to NJPA Contract 060311-CAT

THANK YOU FOR YOUR INTEREST IN RIGGS CAT AND CATERPILLAR PRODUCTS FOR YOUR BUSINESS NEEDS. THIS QUOTATION IS VALID FOR 30 DAYS, AFTER WHICH TIME WE RESERVE THE RIGHT TO RE-QUOTE. IF THERE ARE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,

STEVE SMITH
MACHINE SALES REPRESENTATIVE RIGGS CAT

Accepted by ______________________ on ____________

____
Signature

ONE (1) NEW CATERPILLAR MODEL: 308ECR Swing Boom COMPACT CONSTRUCTION EQUIPMENT WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

STANDARD EQUIPMENT

POWERTRAIN

CAT C3.3B Diesel Engine with 12-volt electrical starting
Auto idle
2,500M (8,200ft) altitude capability
Water seperator in fuel line
Two speed auto-shift travel
Straight line travel
Automatic swing park brake

UNDERCARRIAGE

Hydraulic track adjusters

ELECTRICAL

12 volt electrical system
Circuit breaker
Ignition key stop switch
60 ampere alternator
Working light:
-Cab mounted
-Boom left
880 CCA maintenance free battery
Warning horn

OPERATOR ENVIRONMENT

Openable front windshield with assist device
Digital liquid crystal monitor:
Language display,
Full graphic and color display,
Instrument panel and gauge,
Warning information and machine condition,
Clock
Windshield wiper and washer
Air conditioning with defroster
Interior light
Coat hook
Literature holder
Utility space for mobile phone
Cup holder
Hydraulic neutral lockout system
Washable floor mat
Skylight
Rear window emergency exit
Travel control pedals with hand levers
Control lever mounted auxiliary controls
Adjustable wrist rests
Mirror rear view:
-Cab left
Suspension seat with retractable seat belt
Radio mounting
12V power socket

FLUIDS

Extended life cooling -37C

OTHER STANDARD EQUIPMENT

- Load sensing hydraulics
- Auxiliary hydraulics with adjustable maximum flow and continuous flow
- Door locks
- Caterpillar corporate "one key" system
- Boom lowering device
- Tool storage area
- Accumulator
- Towing eye on base frame
- Tie down eyes on track frame
- Boom with offset swing post
- Rear reflector
- Lockable fuel cap

Riggs CAT

MACHINE SPECIFICATIONS

Description	List Amount
308E2 Compact Radius HYD EXCAVATOR	$125,680.00
STICK PACKAGE,LONG	$363.00
TRACK, 18" Steel Triple Grouser, W/ RUBBER PAD	$2,875.00
SEAT, HIGHBACK,AIR SUSPENSION, HEATED	
DRAIN, ECOLOGY	$79.00
HIGH AMBIENT COOLING	
BLADE, 91", BOLT-ON EDGES	$915.00
LINES, QUICK COUPLER, LONG	$2,155.00
HYDRAULICS, AUXILIARY	
LIGHT, BOOM RIGHT SIDE	$150.00
GUARD, SWIVEL	$505.00
RADIO	$40.00
PROTECTION,SHIPPING	
CATERPILLAR C 3.3B (Tier IV Final compliant) 65HP ECONOMY MODE (20% fuel savings)	
TWO SPEED TRAVEL	$198.00
SWING BOOM	
SECURITY CODE MONITOR(passcode protected)	

Total List Price		**$132,960.00**
Contract Discount	**-17.50%**	**($23,268.00)**
Machine Sub-Total after discount		**$109,692.00**

Optional Attachments:

295-5954	BUCKET, HEAVY DUTY, 36", 0.51 CYD		$2,557.00
305-6741	THUMB, HYDRAULIC		$4,069.00
308-0324	EXTRA PINS,(for bucket, hammer, q-coupler)		$392.00
361-1099	COUPLER, PG, HYD, DUAL LOCK		$5,450.00
369-0786	CAT H95E S HAMMER(silenced, auto shut off,1,500 lb. energy class)		$28,781.00
369-0792	TOOL, MOIL		$581.00
394-2330	MOUNTING BRACKET		$1,044.00
397-2420	LINES, CONNECTOR		$469.00
Total List Price			**$43,343.00**
Contract Discount		**-15.00%**	**($6,501.45)**

Attachments Sub-Total after discount	**$36,841.55**
Total Price for Machine and Attachments After Contract Discounts	**$146,533.55**
Freight Charge	**$2,861.00**
Prep and Delivery	**$956.00**
24 Months / 2,000 Hours Premier Warranty	**$202.00**
Riggs CAT Volume Discount	**($30,685.55)**
Final Price	**$119,867.00**

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

Requisition No.:
Date: 5/29/2013
P.O Number:
Expected Delivery Date:

Vendor #: 11700
Vendor Name: JA RIGGS
Mail Yes:__ No:_X_
Address:
Fob Point:
Taxable Yes:___ No: X
Quotes Attached Yes:_____ No:___x__
City:
State:
Zip Code:
Ship to code: 50
Division Head Approval: Jesse Beeks
Requester: BARBARA OLSEN
Requester's Employee #: 1940
Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	CATERPILLAR 308E CR SB EXCAVATORS PER	2	EA	119,867.00	$239,734.00	9700.1920.5802.00	02077.2013		
2	QUOTE OFF NJPA CONTRACT, TO BE UNITS				$0.00				700822
3	822, FIXED ASSET 700822 AND UNIT 824,				$0.00				700824
4	FIXED ASSET 700824				$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $239,734.00
Tax: EXEMPT
Total: $239,734.00

Approvals:

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

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/18/2013
City Council Meeting Date
Agenda Items Only

Jesse Beeks / Barbara Olsen	**Fleet Operations**	**Transportation**
Submitted By	**Division**	**Department**

Action Required:

A resolution to purchase one Caterpillar 120M2 Motor Grader from JA Riggs of Springdale, AR off their bid through NJPA in the amount of $230,928 for use by Transportation Division.

$ 230,928.00	$ 736,000.00	Construction Equipment
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 470,484.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02077.2013	$ 265,516.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item X **Budget Adjustment Attached**

Department Director	5-29-13 Date	Previous Ordinance or Resolution #	
City Attorney	5-30-13 Date	Original Contract Date:	
		Original Contract Number:	
Finance and Internal Services Director	6-3-2012 Date	Received in City Clerk's Office	05-30-13A11:47 RCVD
Chief of Staff	6-3-13 Date	Received in Mayor's Office	ENTERED 5/30/13
Mayor	6/3/13 Date		

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

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

From: **Jesse Beeks, Fleet Operations Shop Supervisor**

Date: May 29, 2013

Subject: Purchase of one Motor Grader for Transportation

PROPOSAL: That City Council approve the purchase of one Caterpillar 120M2 Motor Grader from JA Riggs of Springdale, AR off their bid through NJPA in the amount of $230,928 for use by Transportation Division.

RECOMMENDATION: Unit #805 is a 1994 Caterpillar Grader that is worn out and no longer dependable for full time front line use. It was originally scheduled for replacement in 2007, but as there were few maintenance problems replacement was pushed back each year. It is now time to replace this unit.

Fleet recommends purchase of a Caterpillar 120M2 Motor grader off the NJPA contract from Riggs Cat of Springdale for a total purchase price of $230,928.

This purchase was discussed at the Equipment Committee meeting on May 28, 2013.

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

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) CATERPILLAR 120M2 MOTOR GRADER FROM J.A. RIGGS OF SPRINGDALE IN THE AMOUNT OF $230,928.00, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE BY THE TRANSPORTATION DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one (1) Caterpillar 120M2 motor grader from J.A. Riggs of Springdale in the amount of $230,928.00, pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use by the Transportation Division.

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

Riggs CAT recommended

#823

Quote 110671-01

May 13, 2013

CITY OF FAYETTEVILLE
1525 S HAPPY HOLLOW RD
FAYETTEVILLE, ARKANSAS 72701-7258

Attention: JESSE BEEKS

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR PURCHASE CONSIDERATION.

ONE (1) NEW CATERPILLAR MODEL: 120M2 MOTOR GRADER WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

Sell Price	$230,928.00
Ext Warranty	Included
Before Tax Balance	**$230,928.00**

WARRANTY

Standard Warranty:	12 Months / Unlimited Hours Premier Warranty* All standard warranties include travel time & mileage for first three months. Scheduled Oil sampling is required during entire warranty period.
Extended Warranty:	36 MO/5000 HR PREMIER WARRANTY (total machine)

ADDITIONAL CONSIDERATIONS

- Pricing pursuant to NJPA Contract 060311-CAT

THANK YOU FOR YOUR INTEREST IN RIGGS CAT AND CATERPILLAR PRODUCTS FOR YOUR BUSINESS NEEDS. THIS QUOTATION IS VALID FOR 30 DAYS, AFTER WHICH TIME WE RESERVE THE RIGHT TO RE-QUOTE. IF THERE ARE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,

STEVE SMITH
MACHINE SALES REPRESENTATIVE RIGGS CAT

Accepted by ______________________ on ____________

____
Signature

ONE (1) NEW CATERPILLAR MODEL: 120M2 AWD MOTOR GRADERS WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

STANDARD EQUIPMENT

POWERTRAIN

Air cleaner,dual stage dry type radial
seal with service indicator
through messenger and
automatic dust ejector
Air-to-air after cooler (ATAAC)
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock,automatic
Drain, engine oil, ecology
Engine,C7.1 with ACERT technology,
diesel, with automatic engine derate
and idle control
Meets U.S. EPA Tier 4 and
EU Stage IIIb emission standards
Fuel-water separator
Parking brake, multi-disc, sealed and
oil cooled
Priming pump, fuel
Transmission, 8 speed forward and
6 speed reverse, power shift, direct
drive VHP Plus(Variable Horsepower)

ELECTRICAL

Alarm, back-up
Alternator, 150 ampere, sealed
Batteries, maintenance free, heavy
duty, 1125 CCA
Electrical system, 24 volt
Grade Control Ready
-cab harness -software
-bosses -brackets
-electrical hydrualic valves
Lights, reversing
Lights, roading, roof-mounted
Lights, stop and tail, LED
Product Link ready
Starter, electric

OPERATOR ENVIRONMENT

Air Conditioning with heater
Display, digital speed and gear
Gauge, machine level
Gauges (analog) inside the cab
Includes -fuel
-articulation -engine coolant temp
-engine RPM -hydraulic oil temp
-regeneration
Joystick, adjustable armrests
Joystick gear selection
Joystick hydraulic controls
-right/left blade lift w/float position
-front wheel lean and articulation
-blade sideshift and tip -circle drive
-centershift -steering
Joystick hydraulic power steering
Ladders, cab, left and right side
Messenger operator information
system
Meter, hour, digital
Mirror, inside rearview, wide angle
ROPS cab, sound suppressed
70dB(A)
ISO 6394
Seat,cloth-covered, comfort
suspension
Seat belt, retractable 3"
Throttle control, electronic
Windows: laminated glass
- fixed front with intermittent wiper
- side and rear (3)

TIRES, RIMS, AND WHEELS

A partial allowance for tires on 10"x24" is included in the base machine price and weight.

FLUIDS

Antifreeze — Extended Life Coolant to -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators, brake, dual certified
Bumper, rear, integrated with hitch
CD ROM Parts Book
Clutch, circle drive slip
Cutting edges, 6" x 5/8" (152mm x 16mm) curved DH-2 steel, 3/4" mounting bolts (19mm)
Doors, 4, engine compartment, (two left hand, two right hand,) locking
Drawbar, 4 shoe with replaceable wear strips
Endbits, 5/8" (16mm) DH-2 steel, 3/4" (19mm) mounting bolts
Fuel tank, 110 gallon (416 L)
Ground level engine shutdown
Hammer (emergency exit)
Moldboard, 12'x 24" x 7/8" (3658mm x 610mm x 22mm)
Pump, hydr, high capacity (98cc/6cu in)
Radiator, cleanout access (both sides with swing doors)
Secondary steering
SOS ports, engine, hydraulic transmission, coolant, fuel
Tow hitch

MACHINE SPECIFICATIONS

Description	List Amount
120M2 ALL WHEEL DRIVE MOTOR GRADER	$353,630.00
TIRES, 14.0R24 BS VUT 1* MP	$9,350.00
DRAWBAR, 4 SHOE CIRCLE GUIDES	
SECONDARY STEERING	
VALVES,BASE + 1 (RIP)	$2,070.00
LIGHTS, FRONT HEADLIGHTS, LOW w/ turn signals	$2,430.00
RIPPER-SCARIFIER, REAR,W/3 SHANKS	$18,980.00
MOLDBOARD, 14 FT, w/ END BITS	$1,155.00
ENGINE OIL ECOLOGY DRAIN	
ENGINE IDLE CONTROL	
BATTERIES, HEAVY DUTY,1125 CCA	
AUTOMATIC DIFFERENTIAL LOCK	
CIRCLE DRIVE SLIP CLUTCH	
CATERPILLAR C7.1 VHP PLUS ENGINE,TIER IV COMPLIANT (209 net HP)	
GUARD, TRANSMISSION	$3,285.00
PUSH PLATE / C WEIGHT, FRONT	$5,440.00
CATERPILLAR PRODUCT LINK 321	
CAB, PLUS(air ride seat,wiper/washer front and rear,fan, radio, 150 amp alternator)	$2,090.00
STARTING, (BOSCH), (gear reduction 710 amp starter)	

Total List Price		**$398,430.00**
Contract Discount	-37.00%	**($147,419.10)**
Sub-Total after discount		**$251,010.90**
Freight Charge		**$3,820.00**
Prep and Delivery		**$1,284.00**
36 Month / 5000 Hour Premier Warranty		**0**
Riggs CAT Volume Discount		**($25,186.90)**
Final Price		**$230,928.00**

NJPA AWARDED CONTRACT

NJPA VENDOR CONTRACT SUMMARY - CATERPILLAR HEAVY EQUIPMENT

DATE October 19, 2011	**RFP #** 060311
AWARDED CONTRACT NUMBER **060311-CAT**	**NJPA RFP TITLE & CATEGORY** Heavy Construction Equipment Together With Related Accessories, Supplies, And Services Heavy Construction Equipment
CONTRACT PERIOD October 19, 2011 through October 18, 2015	**PRICING MODEL** Percentage Discount from Catalog
DESCRIPTION Pavers, Compactors, Track Type Tractors, Integrated Tool Carriers, Excavators, Mixers, Scrapers, Graders, Skid Steers, Loaders, Articulated Trucks, Dozers, Vocational Trucks, and Work Tools For All Equipment Listed.	
VENDOR NAME AND ADDRESS Caterpillar, Inc 100 NE Adams Street Peoria, IL 61629	**VENDOR CONTACT** Jason Walker 309-675-4095 Walker_Jason_C@cat.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.6 "Contract" as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder's Response, and fully executed "Acceptance and Award". • Request for Proposal (RFP) • Bid Acceptance & Award • Pricing Discount Summary • Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager	**RELATED CONTRACT DOCUMENTATION** • Affidavit of Advertisement • Bid Opening Witness Page • Bid Evaluation • Bid Comment & Review • Board Minutes 7-19-11
DOCUMENTATION OF CONTRACT MAINTENANCE • CONTRACT AMENDMENT	**ADDITIONAL INFORMATION:**

NJPA INFORMATION

NJPA CONTACT Jeremy Schwartz	**TITLE** NJPA Contract Manager
PHONE 218-894-5488	**EMAIL** jeremy.schwartz@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	**WEBSITE** www.njpacoop.org

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

Requisition No.:

Date: 5/29/2013

P.O Number:

Expected Delivery Date:

Vendor #: 11700

Vendor Name: JA RIGGS

Mail Yes:__ No: X

Address:

Fob Point:

Taxable Yes:__ No: X

Quotes Attached Yes:____ No: x

City:

State:

Zip Code:

Ship to code: 50

Divison Head Approval: Jesse Beeks

Requester: BARBARA OLSEN

Requester's Employee #: 1940

Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	CATERPILLAR 120M2 MOTOR GRADER PER	1	EA	230,928.00	$230,928.00	9700.1920.5802.00	02077.2013		
2	QUOTE OFF NJPA CONTRACT, TO BE UNIT				$0.00				700823
3	823, FIXED ASSET 700823				$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $230,928.00

[redacted]

Total: $230,928.00

Approvals:

Mayor: ____________

Department Director: ____________

Purchasing Manager: ____________

Finance & Internal Services Director: ____________

Budget Manager: ____________

IT Manager: ____________

Dispatch Manager: ____________

Utilities Manager: ____________

Other: ____________

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/18/2013
~~6/4/2013~~

City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux	Aviation	Transportation
Submitted By	**Division**	**Department**

Action Required:

Action Required: A Resolution to Amend Resolution 94-13 to include the portion of the Construction Contract with Center Point Contractors Inc., $33,000 for a fire protection sprinkler system, that was originally anticipated to be paid directly by the Lessee, NFlightcam, that will now be reimbursed to the airport through a monthly payment. Authorization to encumber the additional amount which will be offset by the Lessee's contribution to the project resulting in no net change to the project expense. A promissory note from the lessee is attached.

$33,000 REVENUE

$ 33,000.00	$ 354,242.00	Executive Hangar Office Addition
Cost of this request	Category / Project Budget	Program Category / Project Name
5550.3960.5804.00	$ 17,880.00	Airport Improvements
Account Number	Funds Used to Date	Program / Project Category Name
12011 1	$ 336,362.00	Airport
Project Number	Remaining Balance	Fund Name

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

Department Director — 5/23/13 Date

City Attorney — 5/23/13 Date

Paul A. Becker — Finance and Internal Services Director — 5-23-2013 Date

Chief of Staff — 5-23-13 Date

Mayor — 5/30/13 Date

Previous Ordinance or Resolution # 95-12, 207-12, 93-13, 94-13

Original Contract Date: 5/7/2013

Original Contract Number: 2283

Received in City Clerk's Office 5-23-13 P03:12 RCVD

Received in Mayor's Office ENTERED 5/23/13

Comments:

City Council Meeting of: June 4, 2013
Agenda Item Number:

Fayetteville
ARKANSAS
AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan

THRU: Chief of Staff

THRU: Staff/Contract Review Committee

THRU: Terry Gulley, Transportation Director

FROM: Ray M. Boudreaux, Aviation Director

DATE: May 15, 2013

SUBJECT: Amend resolution 94-13 to include the cost of the Fire suppression system in the Hangar Addition Project at the Airport. Signature of the Mayor and City Clerk.

RECOMMENDATION: Amend Resolution 94-13 to include the cost of the fire suppression system in the Hangar project. The tenant will make monthly payments to cover the cost of the fire suppression system so in order to get the project done, we must include the cost in the project award to the contractor. The total cost of the project will not change. Signature of the Mayor and City Clerk on the Agreement.

BACKGROUND: We have been working on this project for a year. The tenant, NFlight Technology, has agreed to fund the cost of a fire suppression system for the building but conditions have changed necessitating that the cost be paid in monthly payments. His rent will be increased by $1,000.00 per month until the total ($33,000) is paid. The lease is a long term lease (10 years prime with two 10 year options) and the tenant fully expects to be at the Airport for the long haul.
BUDGET IMPACT: There is no change to the total project cost. Tenant will pay an additional $1,000.00 per month until the total is paid back to the airport fund.

Attachments: Staff Review

PROMISSORY NOTE

$33,000.00 Fayetteville, Arkansas

Date: 5-28-13

FOR VALUE RECEIVED, the undersigned NFlight Technology, Inc. promises to pay to the order of the CITY OF FAYETTEVILLE, ARKANSAS ("City") the principal sum of Thirty-three Thousand Dollars ($33,000.00), with interest from the date hereof on unpaid principal at 0.0%.

Such principal and interest shall be payable at the principal office of the City in the City of Fayetteville, Arkansas, as follows:

> **Thirty-three (33) monthly payments in the amount of $1,000.00 per month on or before the first day of each month with the first payment due on or before September 1, 2013. The entire principal balance due and owing may be paid in advance at any time without pre-payment penalty.**

Each installment of principal and interest not paid at maturity (meaning normal maturity or any maturity created by acceleration) shall bear interest thereafter at the highest rate allowed by law.

If total or partial default be made in the payment of any installment of principal or interest under this note, as the same matures, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The makers, endorsers, sureties, guarantors, and all other persons now or hereafter liable hereon, waive presentment, demand for payment, protest and notice of dishonor, and consent that the owner or holder hereof shall have the right, without notice, to deal in any way at any time (and from time to time) with any party hereto or to grant to any such party any extension(s) of time for payment of any of the indebtedness or any other indulgences or forbearances whatsoever, without in any way affecting the personal liability of any party hereunder.

If this obligation, after default, is placed in the hands of an attorney for collection, the maker and all other parties liable hereunder will be obligated to pay the holder hereof a reasonable attorney's fee, not to exceed ten percent (10%) of the unpaid principal plus all accrued interest.

NFlight Technology, Inc.
Patrick Carter
Authorized Agent

RESOLUTION NO. ______

A RESOLUTION AMENDING RESOLUTION NO. 94-13 AWARDING BID #13-23 AND AUTHORIZING A CONTRACT WITH CENTER POINT CONTRACTORS INC. IN THE AMOUNT OF $289,675.00 FOR CONSTRUCTION OF AN EXECUTIVE HANGAR ADDITION AT FAYETTEVILLE EXECUTIVE AIRPORT-DRAKE FIELD

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends Resolution No. 94-13, awards Bid #13-23 and authorizes a contract with Center Point Contractors Inc. in the amount of $289,675.00 for construction of an executive hangar addition at Fayetteville Executive Airport-Drake Field.

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED:

By: ______________________________
LIONELD JORDAN, Mayor

ATTEST:

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

New Contract 2283

RESOLUTION NO. 94-13

A RESOLUTION AWARDING BID #13-23 AND AUTHORIZING A CONTRACT WITH CENTER POINT CONTRACTORS INC. IN THE AMOUNT OF $256,675.00 FOR CONSTRUCTION OF AN EXECUTIVE HANGAR ADDITION AT FAYETTEVILLE EXECUTIVE AIRPORT-DRAKE FIELD, AND APPROVING A BUDGET ADJUSTMENT

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 #13-23 and authorizes a contract with Center Point Contractors Inc. in the amount of $256,675.00 for construction of an executive hangar addition at Fayetteville Executive Airport-Drake Field.

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 7th day of May, 2013.

APPROVED:

By: [signature]
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

5/7/2013
City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux	Aviation	Transportation
Submitted By	**Division**	**Department**

Action Required:

Action Required: A resolution to award a Construction Contract with Center Point Contractors Inc., Contact: Richard Burleigh, 10316 E Hwy 72, Bentonville AR 72712, 479-426-7373, 479-451-8030 fax, for construction of Executive Hangar Office Addition, Bid No.13-23, in the amount of $256,675.

$ 256,675.00	$ 354,242.00	Executive Hangar Office Addition
Cost of this request	Category / Project Budget	Program Category / Project Name
5550.3960.5804.00	$ 6,384.00	Airport Improvements
Account Number	Funds Used to Date	Program / Project Category Name
12011 1	$ 347,858.00	Airport
Project Number	Remaining Balance	Fund Name

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

Department Director — Date: 4-10-13

City Attorney — Date:

Finance and Internal Services Director — Date: 4-15-2013

Chief of Staff — Date: 4-15-13

Mayor — Date: 4/15/13

Previous Ordinance or Resolution # 95-12, 207-12

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office: 04-11-13P12:03 RCVD Kim G.

Received in Mayor's Office: ENT'D 4/11/13

Comments: Bid Deduction #1, Fire Sprinkler Protection System, $33,000, will be purchased by aviation business tenant.

City Council Meeting of: May 7, 2013
Agenda Item Number:

Fayetteville
ARKANSAS
AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan

THRU: Chief of Staff

THRU: Staff/Contract Review Committee

THRU: Terry Gulley, Transportation Director

FROM: Ray M. Boudreaux, Aviation Director

DATE: April 9, 2013

SUBJECT: **Approve a contract with Center Point Contractors Inc. for the Hangar A Renovation project to modify the Hangar for NFlight Technology at the Airport. Signature of the mayor and City Clerk.**

RECOMMENDATION: Approve the Contract with Center point Contractors, Inc for the Hangar A Renovation project. Signature of the Mayor and the City Clerk on the Contract.

BACKGROUND: This project was originally designed and bid last year and a request for grant funding to support was submitted to the Department of Aeronautics Commission. The Commission did not approve the project for funding due to the lack of Aeronautics Department revenue. Staff Reapplied and received approval of the grant from the Aeronautics Commission February 13, 2013. Following approval of funding, staff, the customer and the engineer accomplished value engineering to reduce cost. Bids were taken March 28, 2013 and the low bidder was Center Point Contractors, Inc. for $289,675.00.

BUDGET IMPACT: This project is funded through an 80/20 Grant from the Arkansas Department of Aeronautics. Total project cost is $334,028.00 including engineering, advertising and construction. NFlight Technology will pay 33,000.00 for the fire suppression system. Total project cost for the Aeronautics Grant is $301,028. Aeronautics will pay $240,822 and $60,206 will be funded from the Airport Fund.

Attachments: Staff Review
Contract with Center Point Contractors Inc.
Recommendation from Engineer w/ Bid Tab
Budget Adjustment

4500 SOUTH SCHOOL AVENUE, SUITE F • AIRPORT TERMINAL BUILDING • FAYETTEVILLE AR 72701
479.718.7642 • 479.718.7646 FAX • www.accessfayetteville.org/government/aviation
airport_economic_development@ci.fayetteville.ar.us

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

CONTRACT

Reference: Bid 13-23, Construction – Hangar A Renovations Re-Bid
Contractor: Center Point Contractors, Inc.
Term: Single Project

This contract executed this 7th day of May, 2013, between the City of Fayetteville, Arkansas, and Center Point Contracting, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Center Point Contracting, 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 13-23 as stated in Center Point Contracting, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 13-23, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay Center Point Contracting, Inc. based on their bid proposal in an amount not to exceed **$289,675.00**. 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 Center Point Contracting, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to Bid 13-23 with the specifications and conditions typed thereon.
   B. Center Point Contracting, 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 Center Point Contracting, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Center Point Contracting, Inc.

5. Center Point Contracting, Inc. shall not assign its duties under the terms of this agreement.

6. Center Point Contracting, 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 Center Point Contracting, 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. Center Point Contracting, 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, Center Point Contracting, 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

V12.0724

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Aviation Department: Transportation Services	Request Date	Adjustment Number
2013		4/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

To revise the project budget following re-bidding. This revision reflects actual amounts for construction costs, Amendment #1 to the Engineering contract for additional design and re-bidding, and adjustments to anticipated revenue from grants and other sources relative to the project cost. Additional revenue for the project that will be contributed by the business owner to offset costs for a fire protection sprinkler system is also added to the project budget.

	Date
Division Head	4/3/13
Budget Director	4/3/13
Department Director	4/3/13
Finance Director	4-15-2013
Chief of Staff	4-15-13
Mayor	4/25/13

Prepared By: James Nicholson jnicholson

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 (46,687) (46,687)

Account Name	Account Number		Increase / (Decrease) Expense	Revenue	Project.Sub Number
Use of fund balance	5550.0955.4999.99	RE		(20,509)	.
State grants	5550.0955.6805.00	RE		(59,178)	12011 . 1
Pymts by property owners	5550.0955.4420.00	RE		33,000	12011 . 1
Building costs	5550.3960.5804.00	EX	(46,687)		12011 . 1

EXHIBIT A

J:\James\2013\BUDGET\BudgetAdjustments\BAForm_2012_HangarOfficeAddition

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/18/2013
City Council Meeting Date
Agenda Items Only

David Dayringer	Fire	Fire
Submitted By	**Division**	**Department**

Action Required:

Approval of a budget adjustment in the amount of $11,239.80 to recognize 2013 Hazmat Services Revenue from Washington County received in May, 2013 and increase related expense budget.

$ 11,239.80	$ 44,765.00	Hazmat Equipment
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.3040.5218.01	$ 31,308.47	Hazmat Equipment
Account Number	Funds Used to Date	Program / Project Category Name
	$ 13,456.53	General
Project Number	Remaining Balance	Fund Name

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

Department Director — Date: 5/24/2013

City Attorney — Date: 5-24-13

Paul A. Becker
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 05-24-13P03:42 RCVD Kim S.

Received in Mayor's Office ENTERED 5/29/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

STAFF REVIEW MEMO

To: Mayor Jordan and City Council

From: David Dayringer, Fire Chief *DM*

Date: May 28, 2013

Subject: Approval of the Fire Department utililization of Hazmat Services Revenue from Washington County

PROPOSAL:

The Fayetteville Fire Department has formed a joint Hazardous Materials Response Team with the Springdale Fire Department in order to enhance the response capability of both departments. The fire department would like to purchase additional equipment to assist with a secondary hazmat unit and related expenses.

The City of Fayetteville will be receiving $11,239.80 of Hazmat Services Revenue from Washington County. The Fire Department would like to utilize the revenue to complete the outfitting of a secondary hazmat unit and offset start-up costs for the Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses. These purchases will be vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

RECOMMENDATION:

Staff recommends the approval of the Fire Department utilization of Hazmat Services Revenue from Washington County totaling $11,239.80 to complete the outfitting of a secondary hazmat unit and offset start-up costs for the Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses.

BUDGET IMPACT:

A Budget Adjustment is attached that moves funds from the Hazmat Revenue Account Fund to the Hazmat Equipment Fund to allow the outfitting of a secondary hazmat unit and offset start-up costs for the Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $11,239.80 TO RECOGNIZE 2013 HAZMAT SERVICES REVENUE FROM WASHINGTON COUNTY, AND AUTHORIZING ASSOCIATED EXPENSES

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 $11,239.80 to recognize 2013 hazmat services revenue from Washington County, and authorizing associated expenses.

PASSED and **APPROVED** this 18th 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: Fire Department	Request Date	Adjustment Number
2013	Department: Fire Department	5/24/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This Budget Adjustment will take funding from the Haz-Mat Revenue Account-1010.0001.4401.08 which will reflect revenue from Hazmat Services from Washington County of $11,239.80 and place it in 1010.3040.5218.01--Haz-Mat Equipment to assist in the further outfitting of a secondary hazmat unit and offset start-up costs for Fayetteville Haz-Mat Team and cover expenses for training and related expenses.

Division Head	5/24/2013	Date
Budget Director	5-28, 2013	Date
Department Director		Date
Finance Director	5-28-2013	Date
Chief of Staff	5-28-13	Date
Mayor	5/28/13	Date

Prepared By: Granville Wynn
gwynn

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 11,239 11,239

Account Name	Account Number		Increase / (Decrease) Expense	Revenue	Project.Sub Number
Hazmat Revenue	1010.0001.4401.08	RE		11,239	.
Hazmat Equipment	1010.3040.5218.01	EX	11,239		.

EXHIBIT
A

tabbies

John Luther
[signature]
5-22-13

2013 HAZMAT Invoice

Washington County Emergency Management
105 N. Mill Ave.
Fayetteville, AR 72701

E-mail: jluther@co.washington.ar.us

Washington County Emergency Management

Phone: 479-444-1722

Fax: 479-973-8726

Attention: Washington County Comptroller **Date:** 5/22/2013

SUBJECT PROPERTY ADDRESS
280 N. College
Fayetteville, AR 72701

INVOICE DETAIL

Item #	Qty.	Work Item Description	Amt	Office Use
1	1	**2013 Hazmat Services Fayetteville Fire for Washington County**	*$11239.80*	
		341505983009		
Total			*$11239.80*	

NOTES: Please make checks payable to Fayetteville Fire Department at 303 W Center St. Fayetteville, AR 72701 Attn: Chief Dayringer

RECEIVED
MAY 22 2013
WASHINGTON COUNTY
COMPTROLLER'S OFFICE

Incomplete invoices will not be accepted. All information must be filled out.

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	Previous Ordinance or Resolution #
City Attorney	5/1/13 Date	Original Contract Date:
		Original Contract Number:
Finance and Internal Services Director	5-2-2013 Date	Received in City Clerk's Office 04-25-13P01:37 RCVD
Chief of Staff	5-2-13 Date	
Mayor	5/6/13 Date	Received in Mayor's Office ENTERED 5/1/13

Comments:

Left on the Second Reading at the 6/4/13 CC mtg.
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:	ATTEST:
By: ______________________________	By: ______________________________
LIONELD JORDAN, Mayor	**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.

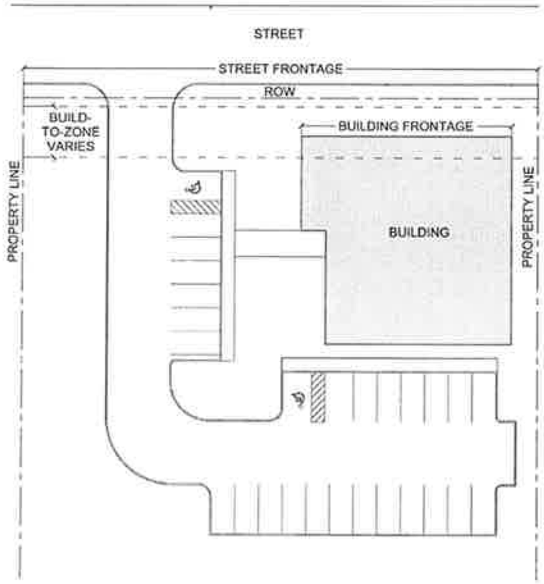
(B) *Lot with one street frontage.*

(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



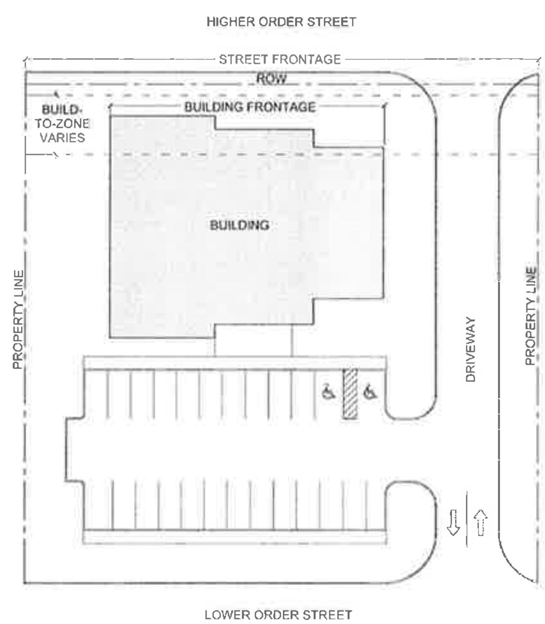
(C) *Through lot.*

(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.

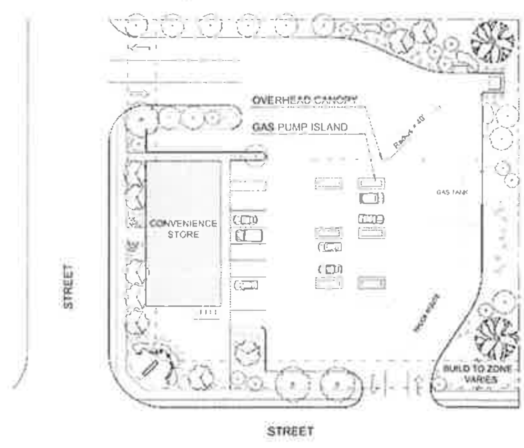
(b) These facilities shall locate the building's principal façade within the build-to zone. Supplemental elements shall be utilized to make up the remaining minimum buildable street frontage requirement for the development site.

(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;

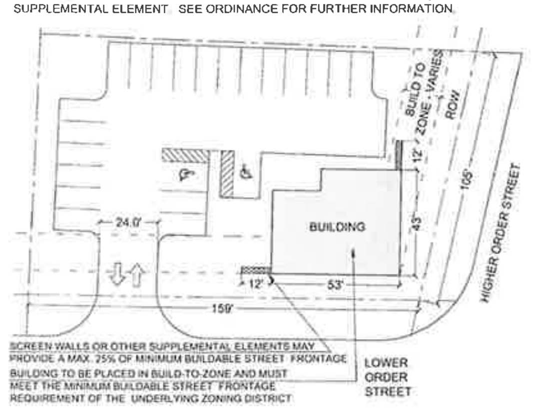
(2) Functional outdoor space with an overhead structure and a minimum depth of six feet, such as a porch, outdoor dining area or courtyard;

(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.

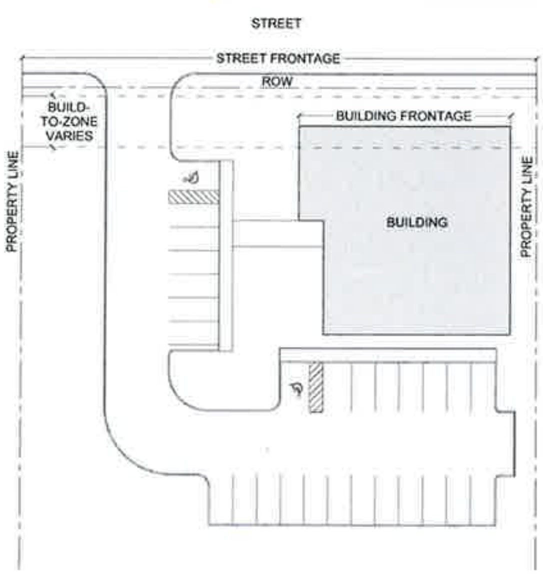
(B) *Lot with one street frontage.*

(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



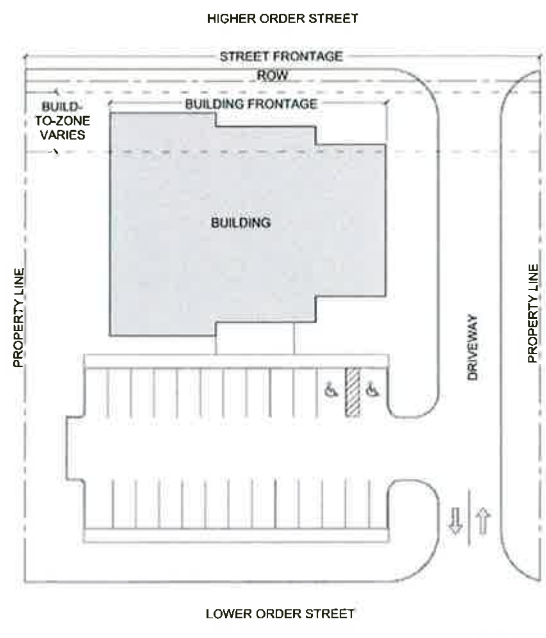
(C) *Through lot.*

(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.

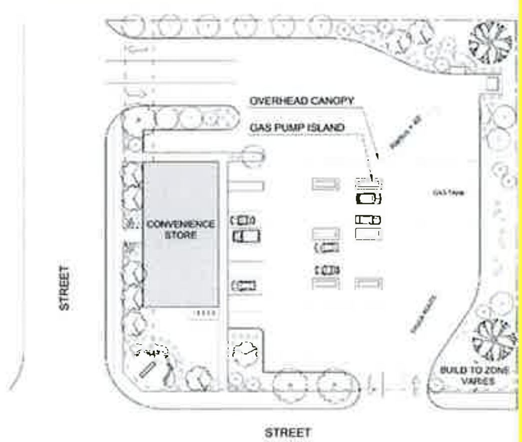
(b) These facilities shall locate the building's principal façade within the build-to zone. Supplemental elements shall be utilized to make up the remaining minimum buildable street frontage requirement for the development site.

(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;

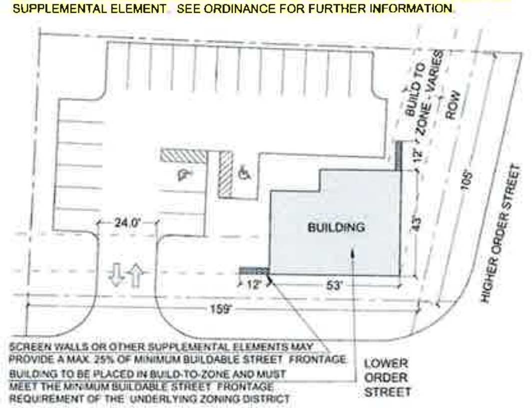
(2) Functional outdoor space with an overhead structure and a minimum depth of six feet, such as a porch, outdoor dining area or courtyard;

(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

June 18th, 2013
City Council Meeting Date
Agenda Items Only

Matt Mihalevich	Engineering	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of a purchase of approximately 1.3 acres of property from Levi Storage Center, LLC in the amount of $41,862.00 for the construction of the Town Branch Trail and expansion of Greathouse Park.

$ 41,862.00	$ 801,000.00	Town Branch Trail (Greathouse Prk to 71B)
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5810.00	$ 31,974.84	Trail Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02016 / 1102	$ 769,025.16	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund Name

Budgeted Item X **Budget Adjustment Attached**

Department Director — 05.30.2013 Date

City Attorney — 5-31-13 Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director — 6-3-2013 Date

Received in City Clerk's Office 05-31-13P12:55 RCVD JM

Chief of Staff — 6-4-13 Date

Mayor — 6/4/13 Date

Received in Mayor's Office ENTERED 5/31/13

Comments: Land is encumbered by $1,500,000.00 mortgage in favor of Armstrong Bank of Muldrow, OK. Mortgage is included. (JK)

Fayetteville ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

From: Matt Mihalevich, Trails Coordinator

Date: May 30th, 2013

Subject: Levi Storage Center, LLC property purchase for Town Branch Trail

PROPOSAL:

Approval of a purchase of approximately 1.3 acres of property from Levi Storage Center, LLC in the amount of $41,862.00 for the construction of the Town Branch Trail and expansion of Greathouse Park.

RECOMMENDATION:

Town Branch Trail is identified on the Fayetteville Alternative Transportation and Trails Master plan as the primary east-west trail serving the businesses and neighborhoods south of 15th street. The complete trail will be 2.8 miles long connecting to existing trail at Razorback Road and extending east through Greathouse Park and the University of Arkansas Research and Technology Park with a connection to Walker Park and St. Paul Trail at City Lake Road. This project will provide a safe active transportation route for the numerous residents living in the area as well as the University of Arkansas Research and Technology Park. (See attached map) Town Branch Trail will become part of the 36 mile Razorback Regional Greenway.

A ½ mile section of Town Branch Trail project from South School Avenue to Greathouse Park is in the final steps to proceed with bidding and construction. Staff has been working to finalize the property acquisition and the Levi Storage Center, LLC is the only remaining property to acquire. Raymond Merrill, owner of Levi Storage Center, LLC has agreed to sell approximately 1.3 acres of the northern extent of his property for the trail (see detailed map). This property abuts the current Greathouse Park property line so the park property will be expanded with this purchase.

BUDGET IMPACT:

Funding for this phase of the Town Branch Trail is provided at 80% through a Transportation Enhancement grant in the amount of $270,000 and recently a Transportation Alternatives Program grant of $352,647. The cost for the property acquisition will be funded through the Trail Development Capital Improvement Program.

RESOLUTION NO. ______

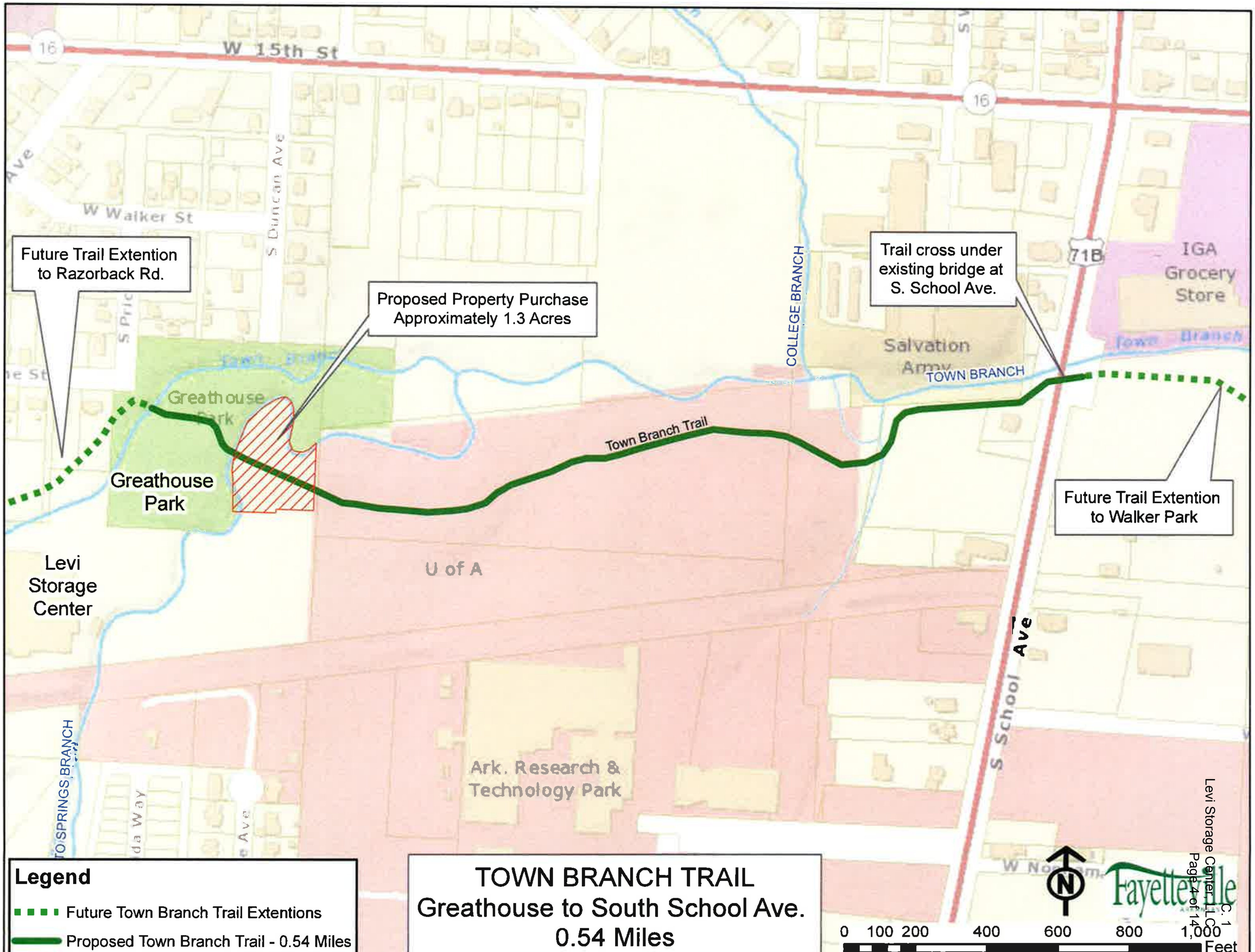
A RESOLUTION APPROVING NEGOTIATION AND PURCHASE OF 1.3 ACRES OF PROPERTY FOR CONSTRUCTION OF TOWN BRANCH TRAIL AND THE EXPANSION OF GREATHOUSE PARK FROM LEVI STORAGE CENTER, LLC IN AN AMOUNT NOT TO EXCEED $41,862.00 UPON CONDITION THAT EXISTING LIENS ON THE REAL ESTATE ARE RELEASED

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 negotiation and purchase of 1.3 acres of property for construction of Town Branch Trail and the expansion of Greathouse Park from Levi Storage Center, LLC in an amount not to exceed $41,862.00, upon condition that existing liens on the real estate are released.

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED:	ATTEST:
By: ______________________	By: ______________________
LIONELD JORDAN, Mayor	**SONDRA E. SMITH**, City Clerk/Treasurer



TOWN BRANCH TRAIL
Greathouse to South School Ave.
0.54 Miles

Part of Parcel No. 765-09650-000

WARRANTY DEED

BE IT KNOWN BY THESE PRESENTS:

THAT **Levi Storage Center, LLC, an Arkansas limited liability company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

Lots One (1) through Four (4), inclusive in Block 7 and Lot One (1) in Block Eight (8) in the Parksdale Addition to the City of Fayetteville, Arkansas, as per the plat on record in the office of the Circuit Clerk of Washington County, Arkansas. Being more particularly described as follows: Beginning at the Southeast corner of said Lot One (1), in Block 7; Thence North 87°05'08" West a distance of 86.41 feet; Thence North 04°39'40" East a distance of 135.52 feet; Thence North 21°26'27" East a distance of 139.64 feet; Thence North 51°54'46" East a distance of 50.45 feet; Thence North 51°54'46" East a distance of 25.97 feet; Thence North 88°15'30" East a distance of 55.95 feet; Thence South 12°32'43" West a distance of 98.00 feet; Thence South 40°59'55" East a distance of 61.63 feet; Thence North 53°05'30" East a distance of 70.49 feet; Thence South 03°11'40" West a distance of 222.70 feet; Thence North 87°05'08" West a distance of 154.92 feet; Thence South 02°56'43" West a distance of 3.97 feet to the point of beginning and having an area of 58,503 square feet, more or less. Subject to easements, rights-of-ways, vacations and protective covenants of record, if any.

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantors, hereby covenant that they are lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantors will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this ________________ day of ________________________, 2013.

Levi Storage Center, LLC,
an Arkansas limited liability company

By: ________________________________

____
[Please print or type Name and Title]

ATTEST:

____

____
[Please print or type Name and Title]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

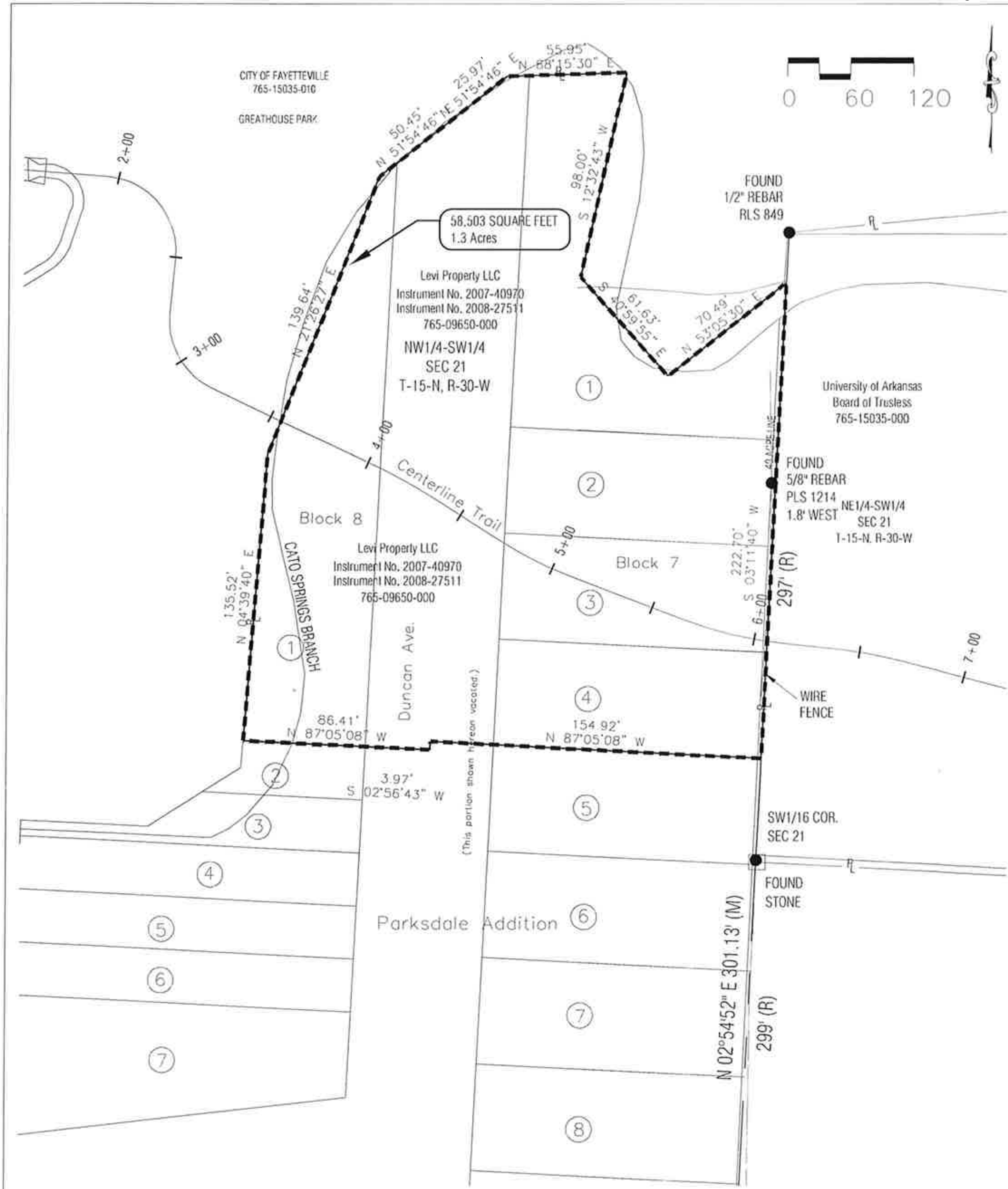
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared ______________________and__________________, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the __________________ and ___________________, respectively, of **Levi Storage Center, LLC, an Arkansas limited liability company**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _______ day of ________________, 2013.

MY COMMISSION EXPIRES:

____

____
Notary Public



Fayetteville	ENGINEERING DIVISION 113 W. MOUNTAIN STREET PHONE (479) 575-8206 FAX NO. (479) 575-8202	TITLE: **TOWNBRANCH TRAIL EXHIBIT** DESCRIPTION: **LEVI STORAGE CENTER TRAIL PROPERTY** DRAWN BY: MPM CHECKED BY: DVD FILE NAME: Levi Exhibit.dwg	DATE May 30, 2013 REVISED SHEET: **E1**

Copy

Doc ID: 014807960007 Type: REL
Kind: MORTGAGE
Recorded: 09/24/2012 at 11:56:32 AM
Fee Amt: $45.00 Page 1 of 7
Washington County, AR
Bette Stamps Circuit Clerk
File 2012-00028728

This document was prepared by ARMSTRONG BANK
PO BOX 900 MULDROW OK 74948

State of Arkansas — Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is SEPTEMBER 17, 2012 and the parties and their addresses are as follows:

MORTGAGOR: LEVI STORAGE CENTER, LLC

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: ARMSTRONG BANK
810 E SHAWNTEL SMITH BLVD
MULDROW OK 74948-0900

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

*SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The property is located in WASHINGTON (County) at 1800 S STIRMAN AVE (Address), FAYETTEVILLE (City), Arkansas 72701 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers which are not directly related to crop production proceeds, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed $ 1,500,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
   A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt):
   DATED SEPTEMBER 17, 2012 IN THE ACOUNT OF $1,500,000.00 ACCRUING AT A VARIABLE RATE WITH A MATURITY DATE OF SEPTEMBER 17, 2027. SAID LOAN IN THE NAME(S) OF LEVI STORAGE CENTER LLC
   (e.g., borrower's name, note amount, interest rate, maturity date)

AM

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt, and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the Evidence of Debt.

C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the same rate provided in the Evidence of Debt.

E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust or security agreement that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
   A. To make all payments when due and to perform or comply with all covenants.
   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
   C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591 et seq.), as applicable. For the purposes of this paragraph, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
   A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
   B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
   C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Evidence of Debt is satisfied.

RM

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor or any other owner made under any law or regulation regarding use, ownership and occupancy of the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, lien or other security interest that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

15. DEFAULT. Mortgagor will be in default if any of the following occur:

A. Any party obligated on the Secured Debt fails to make payment when due;
B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
D. The death, dissolution, appointment of a receiver, insolvency, or application of any debtor relief law to or of Mortgagor or any person or entity obligated on the Secured Debt;
E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the Property is impaired;
F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

16. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Secured Debt, this Mortgage and any related documents including without limitation, the power to sell the Property. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to reasonable attorneys' fees (as determined under A.C.A. 16-22-308), court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the same rate provided in the Evidence of Debt and as permitted by law.

18. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:
   - A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
   - B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
   - C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
   - D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
   - E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
   - F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
   - G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
   - H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
   - I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
   - J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
   - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.
   - L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

19. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior security agreement.

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27. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Mortgage:

☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.

☒ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

28. OTHER TERMS. If checked, the following are applicable to this Mortgage:

☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.

☐ **Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.

☐ **Separate Assignment.** A separate assignment of leases and rents has been executed by the Mortgagor.

☐ **Additional Terms.** ....

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments that Mortgagor has signed. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☒ Actual authority was granted to the parties signing below by resolution signed and dated 09/17/12.

Entity Name: LEVI STORAGE CENTER, LLC
AN ARKANSAS LIMITED LIABILITY CO

Entity Name: ....

(Signature) (Date) (Signature) (Date)

RAYMOND LEE MERRILL, MANAGING MBR

(Signature) (Date) 9-17-12 (Signature) (Date)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

ACKNOWLEDGMENT:

(Individual)

STATE OF Oklahoma, COUNTY OF .... } ss.
On this .... day of ...., before me, a notary public, personally appeared ....
.... known to me (or satisfactorily proven) to be the person(s) whose name(s) .... subscribed to the within instrument and acknowledged that .... he .... executed the same, with the relinquishment and waiver of all rights of homestead exemption, statutory redemption, appraisement, curtesy and dower, for the consideration and purposes therein mentioned and set forth.
My commission expires:
(Seal)

.... (Notary Public)

(Business or Entity Acknowledgment)

STATE OF Oklahoma, COUNTY OF Sequoyah } ss.
On this 17 day of September, before me, a notary public, personally appeared RAYMOND LEE MERRILL, MANAGING MBR
.... (Title(s))
of Levi Storage Center, LLC (Name of Business or Entity)
an Arkansas limited Liability Company, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the business or entity as such officers.
My commission expires: 11/1/2015

(Notary Public)

DAN W. WALKER
NOTARY PUBLIC
Commission # 07010649
My Commission Expires 11-01-2015
STATE OF OKLAHOMA

Copy

20. INSURANCE. Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the improvements now existing or hereafter built on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

21. NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are or will be accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

23. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guarantied, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

24. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

25. NOTICE. Unless otherwise required by law, any notice to Mortgagor shall be given by delivering it or by mailing it by first class mail to Mortgagor's address on page 1 of this Mortgage, or to any other address that Mortgagor has designated in writing. Mortgagor will give any notice to Lender by mailing it first class to Lender's address on page 1 of this Mortgage, or to any other address that Lender has designated in writing. Any notice shall be deemed to have been given to either party when given in the manner stated above.

26. WAIVERS. To the extent applicable, Mortgagor waives all rights relating to appraisement, sale, redemption and homestead under the laws of the State of Arkansas, especially under 18-49-106. To the extent applicable, Mortgagor relinquishes all rights of curtesy and dower in the Property.

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EXHIBIT 'A'

ATTACHED HERETO AND INCORPORATTED HEREIN BY REFERENCE

LOTS 1 THROUGH 11, INCLUSIVE, IN BLOCK 7, LOTS 1 TO 8, INCLUSIVE, IN BLOCK 8 THE QUARTER SECTION LINE BETWEEN THE NW/4 OF THE SW/4 AND THE SW/4 OF THE SW/4 OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN BEING THE NORTH BOUNDARY LINE OF LOT 8 OF SAID BLOCK 8; LOTS 10 TO 22, INCLUSIVE, IN BLOCK 9; LOTS 1 TO 17, INCLUSIVE, IN BLOCK 11; IN THE PARKSDALE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER THE PLAT ON RECORD IN THE RECORDER'S OFFICE OF WASHINGTON COUNTY.

AND ALSO, THE FOLLOWING FORMER STREETS AND ALLEYS WHICH WERE ABANDONED AND VACATED BY ORDINANCE NOS. 1073 AND 1091 OF THE CITY OF FAYETTEVILLE, PASSED AND APPROVED OCTOBER 5, 1954 AND AUGUST 8, 1955, RESPECTIVELY; THAT PORTION OF PETTIGREW STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS, BETWEEN DUNCAN STREET(NOW AVENUE) AND STIRMAN STREET(NOW AVENUE); THAT PORTION OF DUNCAN STREET(NOW AVENUE) BETWEEN THE ST. LOUIS AND SAN FRANCISCO RAILROAD RIGHT OF WAY AND A CREEK RUNNING IN A NORTHEASTERLY DIRECTION AND CROSSING DUNCAN STREET(NOW AVENUE) SO AS TO FORM THE NORTH BOUNDARY OF LOT 1 OF BLOCK 7 OF PARKSDALE ADDITION OF THE CITY OF FAYETTEVILLE, ARKANSAS; THAT PORTION OF A 20 FOOTWIDE ALLEY EXTENDING NORTHWARD FROM PETTIGREW STREET BETWEEN 3,4,5,6,7, INCLUSIVE, AND LOT 8, IN BLOCK 8 OF PARKSDALE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, BETWEEN SAID LOTS AND THE ST. LOUIS AND SAN FRANCISCO RAILROAD RIGHT OF WAY, AS SAME IS NOW PLATTED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS. SUBJECT HOWEVER, TO AN EASEMENT GRANTED TO THE CITY OF FAYETTEVILLE, ARKANSAS BY LUCILLE E WESNER, BY AN INSTRUMENT DATED JANUARY 16, 1956, INTENDED TO BE RECORDED IN WASHINGTON COUNTY, ARKANSAS, HEREWITH, FOR CONSTRUCTION, MAINTENANCE, LAYING, REMOVAL, RELAYING AND OPERATING GAS, WATER, AND SEWER PIPE LINES AND APPURTENANCES THERETO ON, OVER, ACROSS AND UNDER A PORTION OF THE ABOVE DESCRIBED PREMISES. AND BEING SUBJECT TO ANY EASEMENTS, RIGHT OF WAYS, COVENANTS AND RESTRICTIONS OF RECORD.

ALSO,

LOT 16, BLOCK 10 AND LOTS 18, 19, 22, & 23, BLOCK 11, PARKSDALE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS. ALSO ANY RIGHT, TITLE OR INTEREST IN AND TO ABUTTING ALLEYS WHICH WERE VACATED BY THE CITY OF FAYETTEVILLE, ARKANSAS, BY VIRTUE OF ORDINANCE NO. 2271, FILED FOR RECORD SEPTEMBER 15, 1976, AND RECORDED IN RECORD BOOK 914, AT PAGES 18 AND 19 OF THE LAND RECORDS IN THE OFFICE OF THE CIRCUIT CLERK OF WASHINGTON COUNTY, ARKANSAS. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY.

Scoufos Law Offices, P.C.
P. O. Box 787
Corner of Creek and Elm Streets
Sallisaw, Oklahoma 74955

Harry Scoufos
1943-2009

Fourth Scoufos
Licensed in Okla. and Ark.

Phone (918) 775-5546

Fax (918) 775-4990

June 4, 2013

VIA EMAIL ONLY [mmihalevich@ci.fayetteville.ar.us]

Mr. Matt Mihalevich
Trails Coordinator
City of Fayetteville
113 W. Mountain Street
Fayeteville, AR 72701

RE: ***Levi Self Storage, LLC***
Our File No. 9864

Dear Mr. Mihalevich:

Per our most recent telephone conversation yesterday afternoon, this letter will serve as confirmation that Levi Self Storage, LLC has agreed to sell, and the City of Fayetteville has agreed to purchase, a tract of land consisting of approximately 1.3 acres m/l for the sum of $41,862.00. Upon receipt of said sum, Mr. Merrill will execute a Warranty Deed on behalf of Levi Self Storage, LLC conveying the property to the City free and clear of any liens. By way of a copy of this letter, I am asking Mr. Merrill's lender, Armstrong Bank, to confirm that they will release the tract at issue from their current mortgage. Mr. Merrill expects you will receive the Bank's cooperation.

You also asked for a construction easement to gain access to the trail site, which Mr. Merrill is willing to accommodate. However, before he does so, he would like to know the precise route of ingress and egress the City will need in order to get to the construction site and the duration of the proposed construction easement. Of course, any agreement regarding a proposed construction easement would necessarily include a guarantee by the City that any damage to the surrounding area, specifically including the Levi Self Storage property, would be repaired to a condition at least equal to the condition it was in beforehand.

Finally, when the trail is completed, Mr. Merrill would like to place a bench alongside the trail adjacent to the Levi Self Storage property with a plaque, sign or etching reflecting that the bench was "generously donated by Levi Self Storage, LLC" or something to that effect. Is that acceptable?

Once again, thank you for your efforts in working with Mr. Merrill to resolve this matter both quickly and fairly. He looks forward to working with the City on other projects in the future to ensure its continued growth, development and success.

Sincerely,

Fourth Scoufos

FOURTH SCOUFOS

FS:tjc

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/18/2013
City Council Meeting Date
Agenda Items Only

David Jurgens	Utilities	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approving a contract with Pacific Vet Group-USA, Inc. (PVG) 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.

		Miscellaneous
Cost of this request	Category / Project Budget	Program Category / Project Name
		Transfers Out
Account Number	Funds Used to Date	Program / Project Category Name
		General
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached**

	Date
Department Director	31 MAY 13
City Attorney	June 3, 2013
Finance and Internal Services Director	6-3-2013
Chief of Staff	6-3-13
Mayor	6/3/13

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number: 6/4/2013

Received in City Clerk's Office 5-31-13P03:45 RCVD

Received in Mayor's Office ENTERED 6/3/13

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: May 31, 2013

Subject: Sale of 14.9 Acres of Land in the Industrial Park to Pacific Vet Group-USA, Inc.

RECOMMENDATION

City Staff recommends approving a contract with Pacific Vet Group-USA (PVG) 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.

BACKGROUND

The City of Fayetteville, the Arkansas Economic Development Commission (AEDC), and the Arkansas Governor have been approached by PVG to find a site suitable for construction of a research and manufacturing facility into which PVG plans to expand. PVG is a privately held bioscience company specializing in the development and commercialization of science-based probiotic products for the poultry industry. Currently headquartered in Fayetteville, PVG's core technology is licensed from the University of Arkansas, where it was developed in the laboratories of Dr. Billy M. Hargis, a leading poultry researcher. PVG has stated its 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. PVG has further stated its intent that construction of the facility will begin within 12 months of acceptance of this offer.

DISCUSSION

The attached land sale agreement has been reached through negotiations between the City, the Chamber of Commerce, the AEDC and PVG. The proposal is to sell the property to PVG 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, utility 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 interest rate will be modified annually based on the Federal Reserve Rate plus one percent (1%) on each anniversary date.

City Code §34.27 establishes specific requirements regarding public notice of the sale of real property. All Code requirements have been met with the related City Council resolution passed June 4, 2013.

BUDGET IMPACT

$223,500 in sale revenue will be paid to the Water/Sewer fund. A budget adjustment approved June 4, 2013 approved transferring $74,500 from the general fund to the Water/Sewer fund to make that fund whole from the land sale.

Attachments:
Sale Agreement
Location Map (wide area)
Detail Map
Tentative Site Layout
AEDC Letter to PVG
City Attorney Memo of May 9, 2013

RESOLUTION NO. ______

A RESOLUTION TO SELL ABOUT 14.9 ACRES OF LAND IN THE INDUSTRIAL PARK TO PACIFIC VET GROUP-USA, INC. FOR $223,500.00 AND OTHER VALUABLE CONSIDERATION AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Pacific Vet Group-USA, Inc. needs an appropriate site to construct a research and manufacturing site for a development and commercialization of science-based probiotic products for the poultry industry; and

WHEREAS, Governor Beebe and the Arkansas Economic Development Commission has agreed to provide substantial financial assistance if Pacific Vet Group-USA, Inc. builds its facility in Fayetteville and moves or creates at least 60 jobs with an average annual salary of $65,000.00; and

WHEREAS, the City of Fayetteville needs to also assist Pacific Vet Group-USA, Inc. by selling its 14.9 acre parcel at a discount of $5,000.00 per acre from its normal selling price and to construct public infrastructure improvements totaling about $200,000.00 for this project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Land Sale Agreement (attached as Exhibit A) which conveys about 14.9 acres to Pacific Vet Group-USA, Inc. for $223,500.00 plus other consideration pursuant to the terms of the Land Sale Agreement and authorizes Mayor Jordan to sign the Land Sales Agreement and the Warranty Deed for this 14.9 acre parcel.

Section 2: The City Council of the City of Fayetteville, Arkansas hereby approves the attached Budget Adjustment in the amount of $74,500.00.

PASSED and **APPROVED** this 18th day of June 2013.

APPROVED: ATTEST:

By: ______________________________
LIONELD JORDAN, Mayor

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

LAND SALE AGREEMENT

This Land Sale Agreement is made and entered into by and between the City of Fayetteville, Arkansas, a municipal corporation of the State of Arkansas (hereinafter "City" or "Fayetteville") and Pacific Vet Group-USA, Inc.

The City of Fayetteville agrees to sell a parcel of about 14.9 acres on Morningside Drive in the Fayetteville Industrial Park to Pacific Vet Group-USA, Inc. for TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00) and Inc. Pacific Vet Group-USA, Inc.'s performance of all of the terms, conditions and promises set forth later in this Agreement.

Pacific Vet Group-USA, Inc. agrees to pay to the City of Fayetteville TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00) for this 14.9 acre parcel and to perform all of the terms, conditions and promises set forth later in this Agreement.

TERMS AND CONDITIONS

1. *Sale*

Subject to existing easements and rights of way and subject to the terms and conditions, mutual promises and covenants of this Agreement, the City of Fayetteville agrees to sell a parcel of about 14.9 acres (hereinafter **"Development Site")** located at Morningside Drive in the Fayetteville Industrial Park by warranty deed to Pacific Vet Group-USA, Inc. for the amount of TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00). This Development Site of about 14.9 acres shall be as shown on the plat attached at Exhibit A and as more particularly described below:

> Lot Numbered Ten (10), Fayetteville Industrial Park West, Fayetteville, Arkansas, as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, containing 14.90 acres, more or less.

2. *Purchase*

Subject to the terms and conditions, mutual promises and covenants of this Agreement, Pacific Vet Group-USA, Inc. agrees to buy the Development Site for TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00) to be paid to the City of Fayetteville on or before the Closing Date as follows:

> Pacific Vet Group-USA, Inc. shall present its fully executed 20 year Mortgage and Note in the amount of TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ($223,500.00) in favor of the City of Fayetteville which will include a

guarantee to fulfill all terms and conditions of the Arkansas Economic Development Commission and provide for a twenty year amortization of this principal debt of $223,500.00 and an interest rate that shall be fixed for the first five years at the current Federal Reserve Primary Credit Rate, plus one percent (1%). This interest rate shall be annually adjusted after the first five years to apply the Federal Reserve Primary Credit Rate existing at each anniversary date, plus one percent (1%). Pacific Vet Group-USA, Inc. shall have the right to fully or partially repay the balance due without penalty at any time.

3. *Fulfill terms of Arkansas Economic Development Commission.*

Pacific Vet Group-USA, Inc. agrees to fulfill all terms and conditions of the Arkansas Economic Development Commission grant or loan. Failure to fulfill all these terms and conditions will be both a breach of this Agreement and the underlying Mortgage which shall give the City of Fayetteville the right to foreclosure upon sixty (60) days notice to Pacific Vet Group, Inc. and the failure of Pacific Vet Group-USA, Inc. to cure its defects.

4. *Closing Date and Place*

Closing shall occur within ____ days following the date this Agreement has been executed by both parties. The Closing shall occur at 113 West Mountain Street, Fayetteville, Arkansas in a room supplied by the City of Fayetteville.

5. *Date of Possession*

Possession of the Development Site shall be delivered to Pacific Vet Group-USA, Inc. on the Closing date free of any tenancies or other third party possessory rights.

6. *Title Insurance*

The City of Fayetteville shall order a title commitment on the Development Site, as soon a practicable following the full execution of this Agreement, through a title insurance company selected by the City and acceptable to Pacific Vet Group-USA, Inc. If the report on title, binder or commitment discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount which may be paid at closing), the City shall have thirty (30) days from the date of Pacific Vet Group-USA, Inc. notice of such defects to make a good faith effort to cure such defects and to furnish a report showing the defects cured or removed. If such defects are not cured within thirty (30) days, Pacific Vet Group-USA, Inc. may terminate this agreement or may, at its election, take title subject to any such defects. The cost of the title commitment and the cost of the owner's title policy shall be borne by the City of Fayetteville. The cost of any lender's title policy and extended owner's title insurance coverage shall be borne by Pacific Vet Group-USA, Inc.

7. *Deed and Other Documents*

On the Closing date, the City of Fayetteville shall convey marketable and insurable title to the premises by general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement, subject only to current real estate taxes, if any (to be apportioned between the parties) and existing easements. Pacific Vet Group-USA, Inc. and the City of Fayetteville shall equally share the cost a reasonable closing fee imposed by the closing agent employed by parties provided however that Pacific Vet Group-USA, Inc. shall be responsible for any revenue stamps resulting from this transaction and all recordings fees for the deed and other documents that need to be filed.

8. *Risk of Loss*

Risk of loss as to the Development Site shall remain with the City of Fayetteville until the Closing date.

9. *Pacific Vet Group-USA, Inc.'s Due Diligence*

Pacific Vet Group-USA, Inc. may enter upon the Development Site to conduct any surveying, testing or inspection it deems necessary to ensure the Development Site will be appropriate for the construction and use for its facility. If Pacific Vet Group-USA, Inc. discovers any problems that would adversely impact its development and use of the Development Site for its facility, Pacific Vet Group-USA, Inc. shall notify the City which is granted sixty (60) days to remediate any problem. The City may also terminate this Agreement without penalty rather then remediating any problem or issue discovered by Pacific Vet Group-USA, Inc.

10. *Large Scale Development Approval*

Pacific Vet Group-USA, Inc. shall, at its sole cost and expense, prepare a Large Scale Development plat of the Development Site and obtain any and all approvals necessary for Pacific Vet Group-USA, Inc.'s intended use of the Development Site for its facility. The City shall reasonably cooperate with Pacific Vet Group-USA, Inc. in Pacific Vet Group-USA, Inc. request for development approval of its facility. Pacific Vet Group-USA, Inc. must present its development proposal through the normal City process and follow the Unified Development Code requirements.

11. *Notices*

Notices required by this Agreement shall be in writing and shall be delivered to:

Pacific Vet Group-USA, Inc.
ATTN: Bill Davies, CEO
Pacific Vet Group
2134 Creek View Drive
Fayetteville, AR 72704 or by FAX: (479) 966-4448

to:

City of Fayetteville
ATTN: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701 72701-6083 or by FAX (479) 575-8257.

12. *Authority*

Each of the undersigned individuals represent and warrant that they are authorized to enter into this Agreement on behalf of their respective entities and that execution hereof will bind the entities to this Agreement.

13. *Counterparts*

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

14. *Facsimile*

For purposes of executing this Agreement, a facsimile signature shall be as effective an as actual signature.

15. *Applicable Law*

This Agreement shall be construed and enforced in accordance with the laws and public policies of the State of Arkansas.

16. *Survival*

The representations, warranties, and agreements of the parties contained herein shall survive the closing date.

17. *No Waivers*

The waiver by either party hereto of any condition or the breach of any term, covenant or conditions herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

18. *Time of Essence*

Time is of the essence in this Agreement.

19. *Invalidity*

If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

20. *Complete Agreement*

All understandings and agreements heretofore existing between the parties are merged into this Agreement that alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Pacific Vet Group-USA, Inc at closing.

Date: .______________________

PACIFIC VET GROUP-USA, INC.

By: ______________________

BILL DAVIES

Title: CEO

Witness:

By: ______________________

Fed. I.D. No.:
FAX No.: (479) 966-4448
Address: Pacific Vet Group-USA, Inc.
2134 Creek View Drive
Fayetteville, AR 72704

Date: ______________________

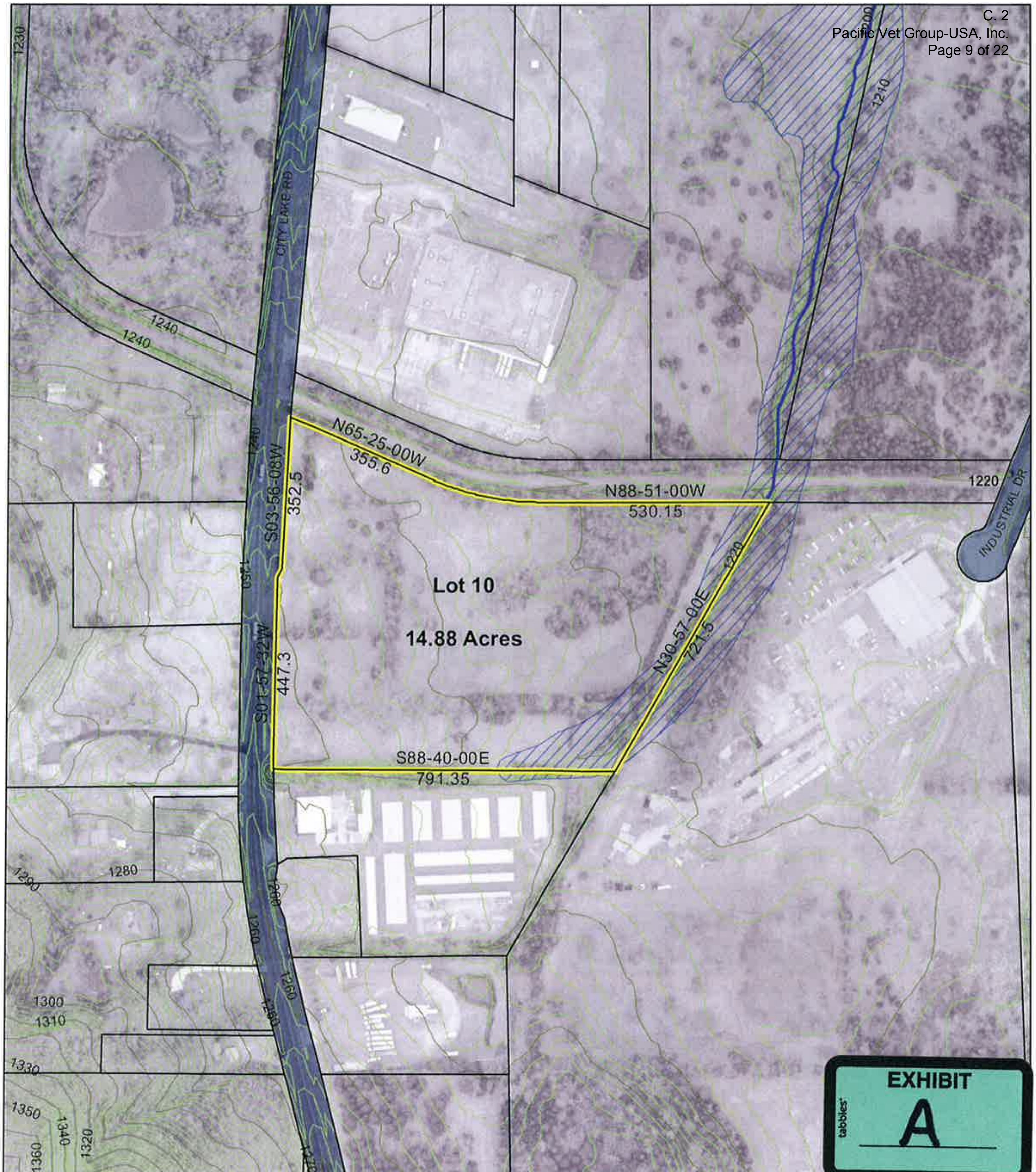
CITY OF FAYETTEVILLE, ARKANSAS

By: ______________________

LIONELD JORDAN
Mayor

ATTEST:

By: .______________________
Sondra E. Smith, City Clerk



Lot 10
Industrial Park West

Streams
Contours 2'
Contours 10'
Lot 10
Parcel Boundary
Flood Cartographic 100Year
ROW

N
W E
S

1 inch = 300 feet

Document Path: G:\GIS2\Projects\2013\Industrial Park Lot 10 Sale\Lot 10 – Industrial Park West–map2.mxd

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
Division Head	Date
[signature]	5-22-2013
Budget Director	Date
Paul A. Becker	5-23-2013
Department Director	Date
Don Marr	5-23-13
~~Finance Director~~	Date
Chief of Staff	Date
Lioneld Jordan	5/23/13
Mayor	Date

Prepared By: Kevin Springer

Springer, Kevin

Reference:

Budget & Research Use Only

Type: A B C D E P

General Ledger Date

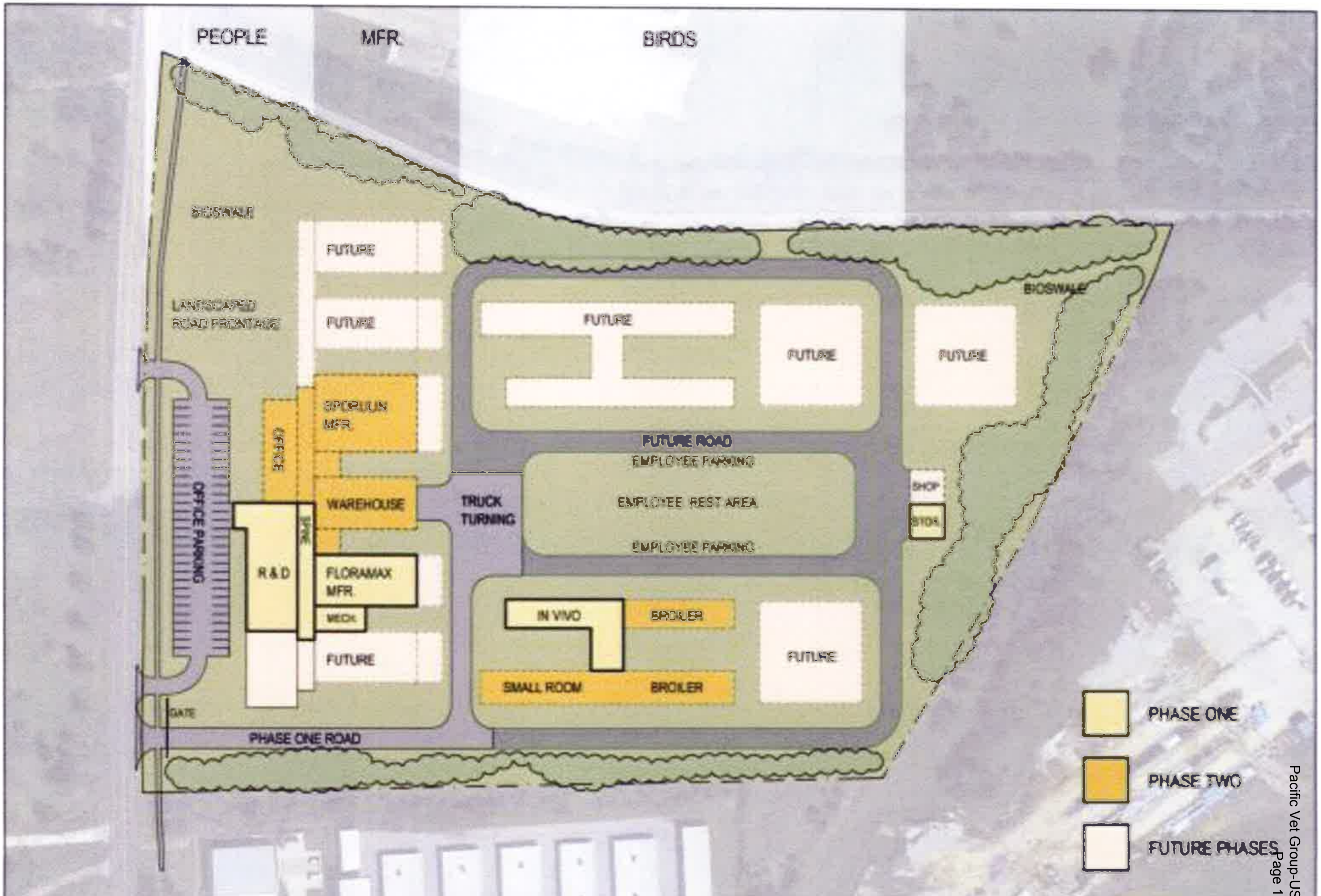
Posted to General Ledger — Initial — Date

Checked / Verified — Initial — Date

Account Name	Account Number	Expense	Revenue	Project.Sub Number
TOTAL BUDGET ADJUSTMENT		74,500	74,500	
		Increase / (Decrease)		
Transfer to Water & Sewer	1010.6600.7602.40	74,500	-	57018 . 5400
Use of fund balance	1010.0001.4999.99		74,500	.
				.
				.

PVG Property Sale in Industrial Park

PVG Property Sale in Industrial Park



MASTERPLAN WITH PHASING
SCALE: NOT TO SCALE

PACIFIC VET GROUP
FAYETTEVILLE, AR

1.15.13

CROMWELL

ARKANSAS
A natural for business

Mike Beebe GOVERNOR
Grant Tennille EXECUTIVE DIRECTOR

February 11, 2013

Bill Davies
CEO
Pacific Vet Group
2134 Creek View Drive
Fayetteville, AR 72704

Dear Mr. Davies:

Recognizing Pacific Vet Group's contribution to our state and community, the Arkansas Economic Development Commission (AEDC) and the City of Fayetteville are pleased to submit the attached incentives proposal for your consideration.

Together, the state and city are committed to mitigating many of your site-related costs with a package valued over $1M. The AEDC will commit up to $570,000 in the form of an upfront cash grant to cover erosion control, earthwork, a detention basin with outfall structure, and asphalt pavement at the site. The City, through in-kind services, will assist with constructing culverts and storm drainage, entry drives, curb and gutters, and sidewalks around the site (an estimated value of $200,000). They have also committed to a reducing the cost of the land by $5,000 an acre (a $75,000 savings for 15 acres).

In addition the state can offer our Advantage Arkansas income tax credit (valued at $163,000) and our Tax Back sales and use tax refund (value will depend on total investment in taxable building materials, but could be as much as $1.2M for a $15M project).

We are excited about your company's success in Arkansas and hope to see your footprint grow in Fayetteville. Please feel free to contact me directly at (501) 682-1260 or via email at SClark@Arkansasedc.com if there is any additional information you need.

Sincerely,

Sarah K Clark

Sarah Clark
Project Manager

ARKANSAS
A natural for business

CONFIDENTIAL

**ARKANSAS ECONOMIC DEVELOPMENT COMMISSION (AEDC)
INCENTIVES PROPOSAL
for
Pacific Vet Group**

February 11, 2012

All incentives offered are contingent upon **Pacific Vet Group** locating is new facility in Fayetteville (Washington County), Arkansas. Incentives are based on the following project assumptions. Any change in the project criteria will require a recalculation of the incentives.

- 47 new full-time employees in Fayetteville
  - Year 1: 18
  - Year 2: 13
  - Year 3: 4
  - Year 4: 10
  - Year 5: 2
- Average annual wage of $66,000 ($32/hour)
- Investment (estimate) of $5M in Phase I; $12-15M in Phase II

Advantage Arkansas Program

The Advantage Arkansas Program is a job tax credit program for qualifying new and expanding companies. In Washington County, the credits earned will be equal to 1% of the net, new payroll for a period of five years with a minimum annual payroll of $125,000. In addition, the average hourly wage of the new payroll generated must average $10.46 per hour or greater. The company may apply the credit to their state income tax liability, not to exceed 50% of the total income tax liability for a reporting period.

Employees must be taxpayers of Arkansas to qualify for the credit. The income tax credit begins in the year in which the new employees are hired. Any unused portion of the credit may be applied against the income tax for the succeeding nine years.

Based on payroll information provided by the company the income tax credits are calculated as follows:

Annual Payroll of New Employees x Appropriate Percentage = Annual Financial Incentive

Year	Jobs	Annual Payroll Increase	Estimated Tax Credit
Year 1	18	$ 1,198,080*	$ 11,981
Year 2	31	$ 2,063,360	$ 20,634
Year 3	35	$ 2,329,600	$ 23,296
Year 4	45	$ 2,995,200	$ 29,952
Year 5	47	$ 3,128,320	$ 31,283
	Total Estimated Benefits		**$ 117,146**

*18 new jobs * $32/hour x 2,080 hours

Tax Back Program

The Tax Back Program grants a refund of state and local sales and use taxes paid on the purchases of the material used in the construction of a building or buildings or any addition, modernization or improvement to a new or expanding eligible business. A sales and use tax refund is also allowed for the purchases of taxable machinery or equipment associated with the building or project.

Eligibility Requirements:

- Minimum investment of one-hundred thousand dollars ($100,000).
- The business must sign an Advantage Arkansas agreement within twenty-four (24) months of signing the Tax Back agreement.

A refund shall not be authorized for:

- Routine operating expenditures;
- The purchase of replacements of items previously purchased as part of a project unless the items previously purchased will not enable the project to function as originally intended;
- Licensed motor vehicles; or
- Expenditures for routine repair and maintenance that do not result in new construction or expansion.

To qualify for the Tax Back Program, the company must submit a completed application accompanied by a local endorsement resolution from the city, county or both which authorizes the refund of its local taxes to the eligible company. The refund will not include the sales tax dedicated to the Educational Adequacy Fund and the Conservation Tax Fund. These two exceptions reduce the state refund by one percent (1%). Currently state sales tax rate is six percent (6%) therefore the refund of state taxes will be based upon five percent (5%) of the eligible taxable purchases. Currently the sales tax rate in Fayetteville, Arkansas (including Washington County) is 3.25% of the eligible taxable purchases and the refund of local taxes will be based on that rate.

If the company were to invest $15M in elegible, taxable items, , the sales and use tax refund is estimated as follows:

Eligible Expenditures	*x*	*Total Sales Tax (State & Local)*	*=*	*Refund Amount*
$15,000,000	**x**	**8.25% (5% + 3.25%)**	**=**	**$1,237,500**

Infrastructure

Based on the information provided by Pacific Vet Group, the Arkansas Economic Development Commission is willing to commit **$570,000 in Governor's Quick Action Closing Funds** to be used towards erosion control, earthwork, a detention basin with outfall structure, and asphalt pavement at the company's potential new site in Fayetteville, AR.

To receive reimbursement for eligible expenditures, the company will be required to submit invoices to the Arkansas Economic Development Commission. This funding is contingent upon the creation of at least 47 full-time jobs within 5 years of the signing the grant agreement. AEDC will require Pacific Vet Group to sign a grant agreement and a grant reimbursement agreement that will have claw-backs in the event the terms of the agreement are not met.

Fayetteville
Chamber of Commerce

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

ACCREDITED

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 PVG 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 Pacific Vet Group (PVG) 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 PVG will have access to intrinsic resources that it may not be able to find elsewhere. Fayetteville wishes to be PVG's partner to help it grow. As such, the City will work with PVG 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 PVG. 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 PVG's expansion plan presented to us. PVG'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, PVG will move into the new location once construction is completed.

We look forward to working with you and PVG on this exciting project.

Yours truly,

Steve Clark
President & CEO

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 Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

6/18/2013

City Council Meeting Date
Agenda Items Only

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

Action Required:

Approval of a Budget Adjustment to Transfer from Escrow Account to Transportation Bond Projects

$ 201,621 CB ~~(158,419.00)~~	$ 9,184,147.00	Transportation Bond Improves.
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.0947.4420.00	$ (158,419.00)	various sub-projects Proj 06035
Account Number	Funds Used to Date	Program / Project Category Name
06035 various sub-projects	$ 9,342,566.00	Transportation Bonds
Project Number	Remaining Balance	Fund Name

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

[signature] 5/31/13
[signature] for Jeremy Pate 05-31-2013
Department Director — Date

Previous Ordinance or Resolution # ______

Original Contract Date: ______

[signature] 5-31-13
~~City Att~~orney — Date

Original Contract Number: ______

Paul A. Becker 6-3-2013
Finance and Internal Services Director — Date

Received in City Clerk's Office 05-31-13P01:55 RCVD [initials]

[signature] 6-3-13
Chief of Staff — Date

Received in Mayor's Office ENTERED 5/31/13

Lioneld Jordan 6/3/13
Mayor — Date

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF JUNE 18, 2013
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

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

From: Chris Brown, City Engineer CB

Date: May 30, 2013

Subject: Budget Adjustment to Transfer Escrow Balances to Transportation Bond Projects

INTRODUCTION

When development occurs in Fayetteville, the developer is usually required to construct improvements to City infrastructure. The nature and extent of these improvements is commensurate with the impact that a particular development has on surrounding infrastructure as well as on the state of the infrastructure itself. In some cases, rather than requiring the developer to construct improvements, the City accepts a cash payment in lieu of improvements. When large infrastructure projects are impacted, the developer is sometimes required to only contribute a portion of the cost.

All of these developer contributions are deposited into an escrow account. When the City moves forward with improvements to infrastructure that has received developer contributions, the funds are then moved over from the escrow account into the project account. At this time, there are several projects that have funds in escrow that need to be moved into project accounts. These projects include:

- Rupple Road (Starry Night to Mount Comfort Road)
- Rupple Road (Persimmon to Martin Luther King Blvd.)
- Highway 265 (Crossover Road)
- Cato Springs Road
- Old Wire Road
- Zion Road (College to Vantage)

Highway 265 and Cato Springs Road are nearing completion, and the section of Zion Road that received these developer funds is complete. City funds in excess of the escrow funds available for these projects have already been expended; therefore the escrow funds for these projects will be transferred to the Van Asche Drive Project.

RECOMMENDATION

Recommended escrow transfers are as follows:

1) Rupple Road-Starry Night View to Mount Comfort Road (Project Number 06035.3100): **$16,516**
2) Highway 265 ($22,579), Cato Springs Road ($45,653), and Zion Road ($43,202) to Van Asche Drive (Project Number 06035.2500) **$111,434**
3) Rupple Road-Persimmon to MLK (Project Number 06035.2400) **$42,153**
4) Old Wire Road (Project Number 06035.2600) **$31,518**

Total transfer amount to projects is **$201,621**.

BUDGET IMPACT

This action will result in additional funds to Van Asche Drive, Rupple Road, (2 project numbers) and Old Wire Road.

RESOLUTION NO. ______

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $201,621.00 TO TRANSFER ESCROW BALANCES TO CERTAIN TRANSPORTATION BOND PROJECTS

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 $201,621.00 to transfer escrow balances to certain transportation bond projects.

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED: ATTEST:

By: ______________________________
LIONELD JORDAN, Mayor

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Engineering	Request Date	Adjustment Number
2013	Department: Development Services	6/4 ~~5/13/~~2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Moving Escrow - off site improvements(projects are complete) to Payments from Property Owners (Transportation Bond sub-projects).

	Date
Division Head	6/4/13
Budget Director	6-4-13
Department Director	6-4-2013
Finance Director	6-4-2013
Chief of Staff	6-4-13
Mayor	6/4/13

Prepared By: kspringer

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

Account Name	Account Number	Expense	Revenue	Project.Sub Number
TOTAL BUDGET ADJUSTMENT		201,621	201,621	
Pymts by property owners	4470.0947.4420.00		16,516	06035 . 3100
Pymts by property owners	4470.0947.4420.00		22,579	06035 . 2500
Pymts by property owners	4470.0947.4420.00		45,653	06035 . 2500
Pymts by property owners	4470.0947.4420.00		42,153	06035 . 2400
Pymts by property owners	4470.0947.4420.00		31,518	06035 . 2600
Engineering Contra Servs	4470.9470.5314.04	16,516		06035 . 3100
Engineering Contra Servs	4470.9470.5314.04	22,579		06035 . 2500
Engineering Contra Servs	4470.9470.5314.04	45,653		06035 . 2500
Engineering Contra Servs	4470.9470.5314.04	42,153		06035 . 2400
Engineering Contra Servs	4470.9470.5314.04	31,518		06035 . 2600
Pymts by property owners	4470.0947.4420.00		43,202	06035 . 2500
Engineering Contra Servs	4470.9470.5314.04	43,202		06035 . 2500

(Expense and Revenue columns: Increase / (Decrease))

EXHIBIT
tabbies
A

AGENDA REQUEST

FOR: COUNCIL MEETING OF June 18, 2013

FROM:
ALDERMAN JUSTIN TENNANT

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance to enact §116.02 **Door to door solicitation at private residences** of the Fayetteville Code

APPROVED FOR AGENDA:

6-4-2013

Alderman Justin Tennant — Date

May 24, 2013

City Attorney Kit Williams — Date

ORDINANCE NO. _______

AN ORDINANCE TO ENACT §116.02 **DOOR TO DOOR SOLICITATION REGULATIONS FOR PRIVATE RESIDENCES** INTO THE FAYETTEVILLE CODE

WHEREAS, some citizens have been inconvenienced and disturbed by unknown and not properly identified vendors and peddlers coming to their private residences to sell goods or request donations; and

WHEREAS, commercial vendors and peddlers who wish to sell door to door in Fayetteville should be regulated to ensure these vendors have proper identification, will abide by all restrictions as to the when and where such vending will be allowed and will not bother citizens who have registered with the City of Fayetteville that they do not wish commercial vendors to come to their residence; and

WHEREAS, persons who wish to express religious and political beliefs have First Amendment Free Speech rights which cannot be impinged by the City and thus may not be prohibited from going door to door to exercise their First Amendment rights as long as they do not seek nor accept money, pledges or donations.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby enacts § 116.02 **Door to door solicitation at private residences** of the Fayetteville code as shown in Exhibit A attached hereto and made a part hereof.

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED: **ATTEST:**

By: ________________________ By: ________________________
LIONELD JORDAN, MAYOR **SONDRA E. SMITH,** City Clerk

Exhibit A

116.02 – Door to door solicitation at private residences.

(A) Definitions. The following words, terms and phrases and their derivations, when used in this section, shall have the meanings ascribed to them in the section, except where the context clearly indicates a different meaning:

(1) *Charitable activity* means any activity carried on for unselfish, civic or humanitarian motives or for the benefit of others and not for private gain.

(2) *Charitable organization* means a non-profit organization holding a tax exemption certificate from the Internal Revenue Service pursuant to § 501 et seq., and any amendments thereto.

(3) *Peddler* means any person who goes to the door of any private residence in the city, not having been invited by the occupant thereof, carrying or transporting goods, wares, merchandise or personal property of any nature and offering the same for sale..

(4) *Solicitor* means any person who goes to the door of any private residence in the city, not having been invited by the occupant thereof, for the purpose of taking or intending to take orders for the sale of goods, magazines, wares, merchandise or other personal property of any nature for future delivery, or for services to be performed in the future.

(5) *Principal* means the person or other legal entity whose goods, merchandise, personal property or services are being peddled or solicited.

(B) *Obtaining "no soliciting/no peddling" decal or sign.* The Planning Department shall provide any resident of the city a decal which reads, "no soliciting/no peddling." This decal may be posted at the front of the any private residence in the city and by posting said notification, any solicitor or peddler has notice that soliciting or peddling at this address is prohibited by city ordinance. A resident may also post a "no soliciting" sign pursuant to §116.01.

(C) *Principal permit.* No peddling or solicitation shall be conducted within the city without a principal permit being issued. The cost for the principal to obtain a solicitor/peddler's permit is $40.00, and shall be paid to the business office before any peddling or soliciting is conducted within the city. The permit shall expire on December 31 in the year the permit is issued. In addition to the principal's permit, the principal must also comply with the city's business license requirement pursuant to Chapter 118: **Business Registry and License** of the Fayetteville Code. To obtain a permit, a representative of the principal shall provide a written, signed application stating:

(1) The name, address, telephone number, type of organization, and contact person for the principal applicant;
(2) The nature of the products or services involved;
(3) The proposed method of operation in the city;
(4) A list of all persons who will peddle or solicit in the city on behalf of the principal in the city.

(D) *Permit for peddlers/solicitors*. In addition to the principal permit, each peddler or solicitor acting for the principal shall also obtain a permit from the Planning Department before peddling or soliciting within the city. The cost to obtain a peddler/solicitor permit is $5.00. In applying for the permit, each applicant shall provide the following to the Planning Department:

(1) The name of the principal applicant for whom they are going to act as a peddler or solicitor;
(2) The name, address, and telephone number of the person who is going to act as a peddler or solicitor, and in addition, they must also provide photo identification;
(3) A signed statement under oath that the person applying to be a peddler/solicitor has not been convicted of felonies or any misdemeanors involving theft, sexual offenses, or violence;
(4) A criminal background check from the Arkansas State Police which shows that peddler or solicitor has not been convicted of any felonies, or any misdemeanors involving theft, sexual offenses or violence. No person shall be issued a permit as a peddler or solicitor that has been convicted of any of the offenses set out herein.

(E) *Prohibition.* It is unlawful for any solicitor or peddler to:
(1) Peddle or solicit within the city without having a copy of this section on their person, as well as a copy of their permit issued by the Planning Development, as well as photo identification visible, which is provided by the principal, identifying the person peddling or soliciting;
(2) Enter upon any private residence, knock on the door, ring the doorbell, or otherwise attempt to gain admittance at the residence when the premises' owner or tenant has posted at the entry of the residence a decal or sign bearing the words, "no soliciting/no peddling," "no peddlers," "no solicitors," "no trespassing," or other words of similar import;
(3) Conduct the activities of peddler or solicitor and knock on the door, ring the doorbell, or otherwise attempt to gain admittance at the residence between the hours of 7:00 p.m. and 10:00 a.m. during regular standard time, and between the hours of 8:00 p.m. and 10:00

a.m. during daylight savings time;
(4) Remain at the private residence when requested to leave, or to otherwise conduct business in a manner which a reasonable person would find obscene, threatening, intimidating or abusive;
(5) Make any false or misleading statements about the product or service being sold, including untrue statements of endorsement;
(6) Claim to have the endorsement of the city based on the city having issued a permit to that person;
(7) Fail to disclose his or her name and the name of the principal whom he represents at the outset of the initial conversation;
(8) Fail to immediately leave the premises or residence after having been asked by the owner or occupant thereof to do so.

(F) *Penalty.* Any violation of this section shall be deemed a nuisance and punishable by a fine as provided by §10.99 of the Fayetteville Code.

(G) *Exemptions.* Officers or employees of the City, County, State or Federal government, or any subdivision thereof shall be exempt for the requirements of this section when on official business.

(H) *Free permits for nonprofit corporations not seeking donations.*

(1) After supplying adequate proof to the Planning Department that the nonprofit charitable organization is a charity with a current §501 (c)(3) IRS exception, the Planning Department may issue the permits required by this section without charge to the persons desiring to exercise their free speech rights as long as no solicitations for donations are made and no donations accepted.

(I) *Permits waived for political and religious free speech and for Girl Scouts.*

(1) Although everyone going door to door must respect and not go to the door of a citizen who has personally posted a "no solicitation" type sign, may only go door to door during the daytime/evening hours allowed in (E)(3), and must conform to the requirements of (E)(4), (E)(6), (E)(8), persons exercising their First Amendment political or religious free speech rights are otherwise exempted from this section.

(2) The Girl Scouts of America must abide by the restrictions found in (E)(2)(3)(4) and (8) but are otherwise exempt from the remainder of this section during their Girl Scout cookie door to door sale drive as long as they have on their Girl Scout uniforms or other proper identification as Girl Scouts.

(J) *Revocation of permit.* Any permit issued pursuant to the provision of this section may be suspended or revoked for good cause by the Director of Development Services. Good cause for such suspension or revocation shall include any violation of this section, or any other reason for suspensions or revocation as set out in §118.03 of the Fayetteville Code and said violations are hereby incorporated herein by reference. The procedure for suspension or revocation under this section shall be the same procedure as set out in §118.03 of the Fayetteville Code and said procedure is hereby incorporated herein by reference.

FAYETTEVILLE CODE OF ORDINANCES
TITLE XI BUSINESS REGULATIONS

CHAPTER 116: DOOR TO DOOR SOLICITATION

116.01 Going Upon Private Residential Property

(A) No solicitor or vendor shall enter in or upon any house, building, or other structure upon any land or property without the prior consent of the owner or occupant thereof where there is placed or posted on the premises in a conspicuous position, at or near the usual means of ingress, a sign or other form of notice stating or indicating that the owner or occupant forbids or otherwise does not desire persons engaged in soliciting or any similar activity to enter upon the premises.

(B) The provisions of this section shall not apply to the sale or soliciting of orders for the sale of fruits, vegetables, or other products of the farm, including meat from domestic animals or livestock, so far as the sale of such commodities is authorized by law.

(Code 1965, §13-10; Ord. No. 1390, 4-13-64; Ord. No. 1987, 2-15-74; Code 1991, §116.01)

Cross reference(s)--Vending and peddling in parks, §97.086; Soliciting from public roadways or sidewalks prohibited, §74.05; Advertising, Ch. 110; Penalty, §10.99; State law ref.: Transient Vendors §14-54-1407.

116.02–116.99 Reserved

Agenda Session 6-11-13

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville ARKANSAS

Aldermen

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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
June 18, 2013

A meeting of the Fayetteville City Council will be held on June 18, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Nominating Committee Report**

Agenda Additions:

A. Consent:

1. Approval of the May 21, 2013 and June 04, 2013 City Council meeting minutes.

2. **RFQ #13-01 McGoodwin, Williams and Yates, Inc.:** A resolution awarding RFQ #13-01 and approving a contract with McGoodwin, Williams and Yates, Inc. in an amount not to exceed $109,000.00 for engineering design services at the Solid Waste transfer station on Happy Hollow Road, and approving a budget adjustment.

3. **Bid #13-32 Frank Gardner Construction, LLC:** A resolution awarding Bid #13-32 and authorizing a contract with Frank Gardner Construction, LLC in the amount of $41,280.00 for the purchase of an overhead lube system for the Fleet Division, and approving a ten percent (10%) project contingency.

4. **Williams Tractor of Fayetteville Case Farmall 105U Tractor:** A resolution authorizing the purchase of one (1) Case Farmall 105U tractor from Williams Tractor of Fayetteville in the amount of $52,410.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Parks and Recreation Department.

5. **Stribling Equipment of Springdale John Deere 524K Wheel Loader:** A resolution authorizing the purchase of one (1) John Deere 524K wheel loader from Stribling Equipment of Springdale in the amount of $129,077.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Solid Waste Division.

6. **J.A. Riggs of Springdale, 308E Excavators:** A resolution authorizing the purchase of two (2) Caterpillar 308E excavators from J.A. Riggs of Springdale in the total amount of $239,734.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Water and Sewer Division and the Transportation Division, and approving a budget adjustment.

7. **J.A. Riggs of Springdale, 120 M2 Motor Grader:** A resolution authorizing the purchase of one (1) Caterpillar 120M2 motor grader from J.A Riggs of Springdale in the amount of $230,928.00, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use by the Transportation Division.

8. **Amend Resolution No. 94-13:** A resolution amending Resolution No. 94-13 awarding Bid #13-23 and authorizing a contract with Center Point Contractors, Inc. in the amount of $289,675.00 for construction of an executive hangar addition at Fayetteville Executive Airport-Drake Field.

9. **2013 Hazmat Services Revenue:** A resolution approving a budget adjustment in the total amount of $11,239.80 to recognize 2013 hazmat services revenue from Washington County, and authorizing associated expenses.

B. Unfinished Business:

1. **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 Second Reading at the June 4,, 2013 City Council meeting.***

Left on the Second Reading

C. **New Business:**

1. **Levi Storage Center, LLC:** A resolution approving negotiation and purchase of 1.3 acres of property for construction of Town Branch Trail and the expansion of Greathouse Park from Levi Storage Center, LLC in an amount not to exceed $41,862.00 upon condition that existing liens on the real estate are released.

2. **Pacific Vet Group-USA, Inc.:** A resolution to sell about 14.9 acres of land in the Industrial Park to Pacific Vet Group-USA, Inc. for $223,500.00 and other valuable consideration and to approve a budget adjustment.

Consent 3. **Transportation Bond Projects:** A resolution approving a budget adjustment in the total amount of $201,621.00 to transfer escrow balances to certain transportation bond projects.

4. **Enact §116.02 Door to Door Solicitation at Private Residences:** An ordinance to enact §116.02 Door to Door Solicitation Regulations for Private Residences into the Fayetteville Code.

D. **City Council Agenda Session Presentations:**

E. **City Council Tour:**

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

F. **Announcements:**

1. **June 11, 2013 5:15 or immediately following Agenda Session**
Fund Balance/Budget Discussion

Adjournment:

Add: Amend Resolution # 183-12

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.

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> **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.

(Pre Agenda Meeting) 6/5/13

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Fayetteville
ARKANSAS

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need new Res.

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Add 4. 116.02 Door to Door Solicitation at Private Residences

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

Sondra Smith - City Council Tour

From: Sondra Smith
To: Aldermen
Date: 5/16/2013 1:54 PM
Subject: City Council Tour
CC: City Council Tour
Attachments: Sondra Smith.vcf

Hello All

Sarah Marsh has asked that we schedule the following City Council tour:

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

A van will be provided. If you are riding on the van, please be at City Hall by 5:30 p.m.

Have a great day!

Sondra E. Smith *CAMC, CMC*
City Clerk Treasurer
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
(479) 575-8323
ssmith@ci.fayetteville.ar.us

TDD (Telecommunications Device for the Deaf): (479) 521-1316

FAY
FIND IT IN FAYETTEVILLE

From: Sarah Marsh
To: Sondra Smith
Date: 5/16/2013 1:16 PM
Subject: Re: Fwd: Re: Urban Food Policy Council Tour

We may need to do 5:30 to give Alan more time to get back to town. A van would be great.

Thanks!

Sarah Marsh
Council Member, Ward 1 Position 2
City of Fayetteville
ward1_pos2@ci.fayetteville.ar.us
PHONE 479.799.0393
TDD 479.521.1316
>>> Sondra Smith 05/16/13 12:18 PM >>>
Hi Sarah

Is 5:00 p.m. okay for the tour and do you want the city to provide a van?

Sondra E. Smith CAMC, CMC
City Clerk Treasurer
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
(479) 575-8323
ssmith@ci.fayetteville.ar.us

TDD (Telecommunications Device for the Deaf): (479) 521-1316

>>> Sarah Marsh 5/16/2013 7:00 AM >>>
Yes, please. Monday the 24th sounds good.

Thanks,
-s

Sarah Marsh
Council Member, Ward 1 Position 2
City of Fayetteville
ward1_pos2@ci.fayetteville.ar.us
PHONE 479.799.0393
TDD 479.521.1316
>>> Sondra Smith 05/16/13 12:01 AM >>>
Hi Sarah

I have not heard back from very many Aldermen about the proposed City Council tour of Tri Cycle Farms. The only date that I heard would work is Monday, June 24th. Do you want to go ahead and schedule the tour for Monday, June 24th?

Thanks
Sondra

Sondra Smith CAMC, CMC
City Clerk/Treasurer
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

(479) 575-8323
ssmith@ci.fayetteville.ar.us

Handed out at Agenda Session 6/11/13

Fayetteville
ARKANSAS

Fund Balance / Budget Discussion

June 11, 2013

Prepared By:
Budget & Information Management

City Fund Structure

Chart of Governmental Fund Types

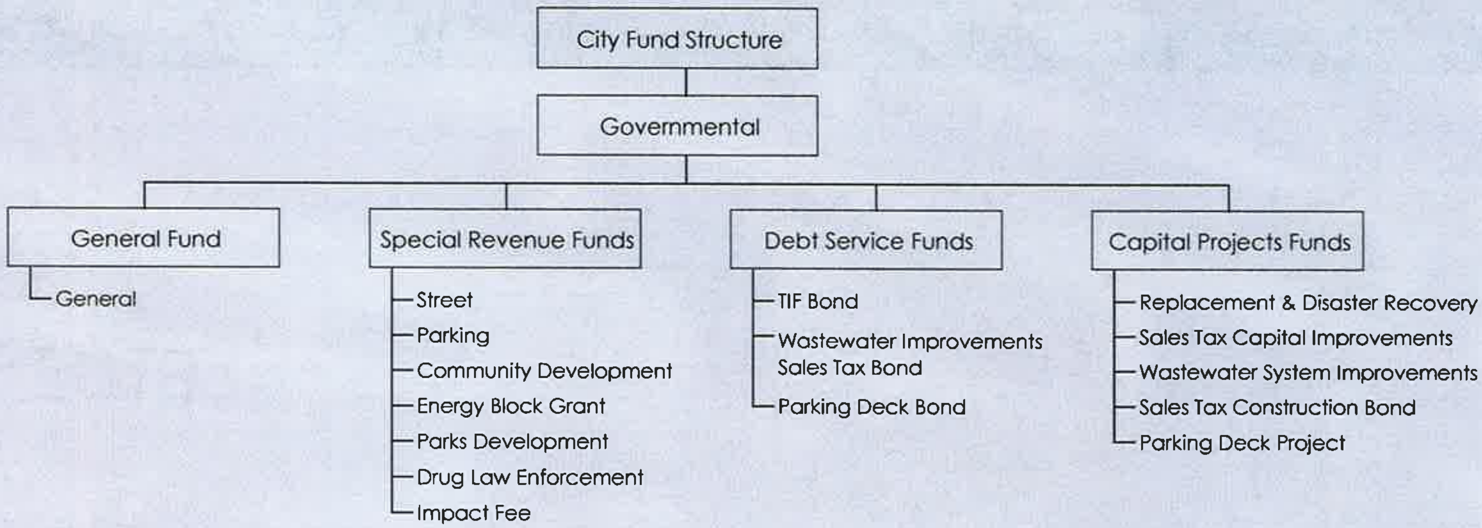
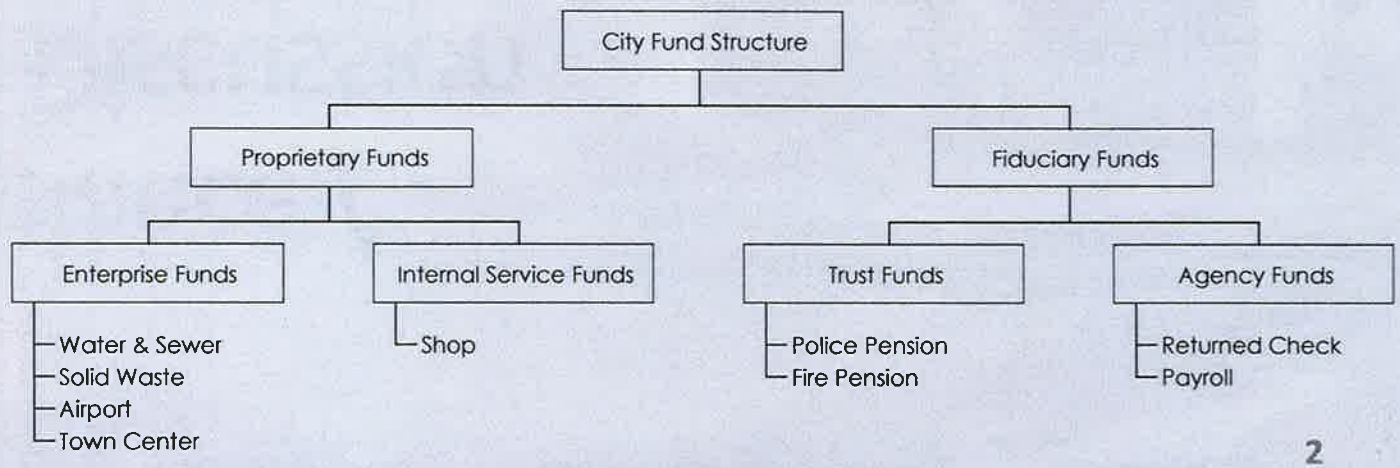


Chart of Proprietary and Fiduciary Fund Types



Prepared By:
Budget & Information Management

CITY FUND STRUCTURE

GOVERNMENTAL	GENERAL	General
	SPECIAL REVENUE	Street Parking Community Development Block Grant Energy Block Grant Parks Development Drug Law Enforcement Impact Fee
	DEBT SERVICE	TIF Bond Sales Tax Bond Parking Deck Bond
	CAPITAL PROJECT	Replacement & Disaster Recovery Sales Tax Capital Improvements Wastewater System Improvements Project Sales Tax Construction Bond Parking Deck Project
PROPRIETARY	ENTERPRISE	Water & Sewer Solid Waste Airport Town Center
	INTERNAL SERVICE	Shop
FIDUCIARY	TRUST	Police Pension Fire Pension
	AGENCY	Returned Checks Payroll

Discretionary

Summary Fund Totals as Percent of Total Adopted Budget

Funding Source		Adopted 2013 Budget	Adopted 2013 % of Total
General	$	36,057,000	26.8%
Water & Sewer		34,920,000	25.9%
Sales Tax Bond		17,871,000	13.2%
Solid Waste		11,774,000	8.7%
Shop		8,486,000	6.3%
Sales Tax Capital Improvements		8,253,000	6.1%
Street		4,708,000	3.5%
Parks Development		3,074,000	2.3%
Police Pension		1,629,000	1.2%
Wastewater System Improvements Project		1,520,000	1.1%
Fire Pension		1,468,000	1.1%
Parking		1,162,000	0.9%
Impact Fee		1,060,000	0.8%
Airport		955,000	0.7%
Town Center		697,000	0.5%
Drug Law Enforcement		568,000	0.4%
Community Development Block Grant		541,000	0.4%
TIF Bond		100,000	0.1%
Replacement & Disaster Recovery		42,000	0.0%
Sales Tax Construction Bond		7,000	0.0%
	$	134,892,000	100.0%

* Current Budget as amended is approximately $194,000,000.

Prepared By:
Budget & Information Management

General Fund
2013 Ending Fund Balance Projection*

12/31/2012 Fund Balance	$	14,920,000
Less: Cash Funded Re-budget & Salary Adjustment		(2,095,000)
Adjusted Fund Balance	$	12,825,000
Required Reserve		(5,700,000)
Projected Free Reserve (12/31/2013)	**$**	**7,125,000**

* If Original Revenue Projections are Met

Why Use Reserves

- For emergencies or unforeseen events (e.g. equipment replacements, major repairs, etc.)
- One time expenses.
- To temporarily fund operating expenses until revenue recovers or increases to the needed level.

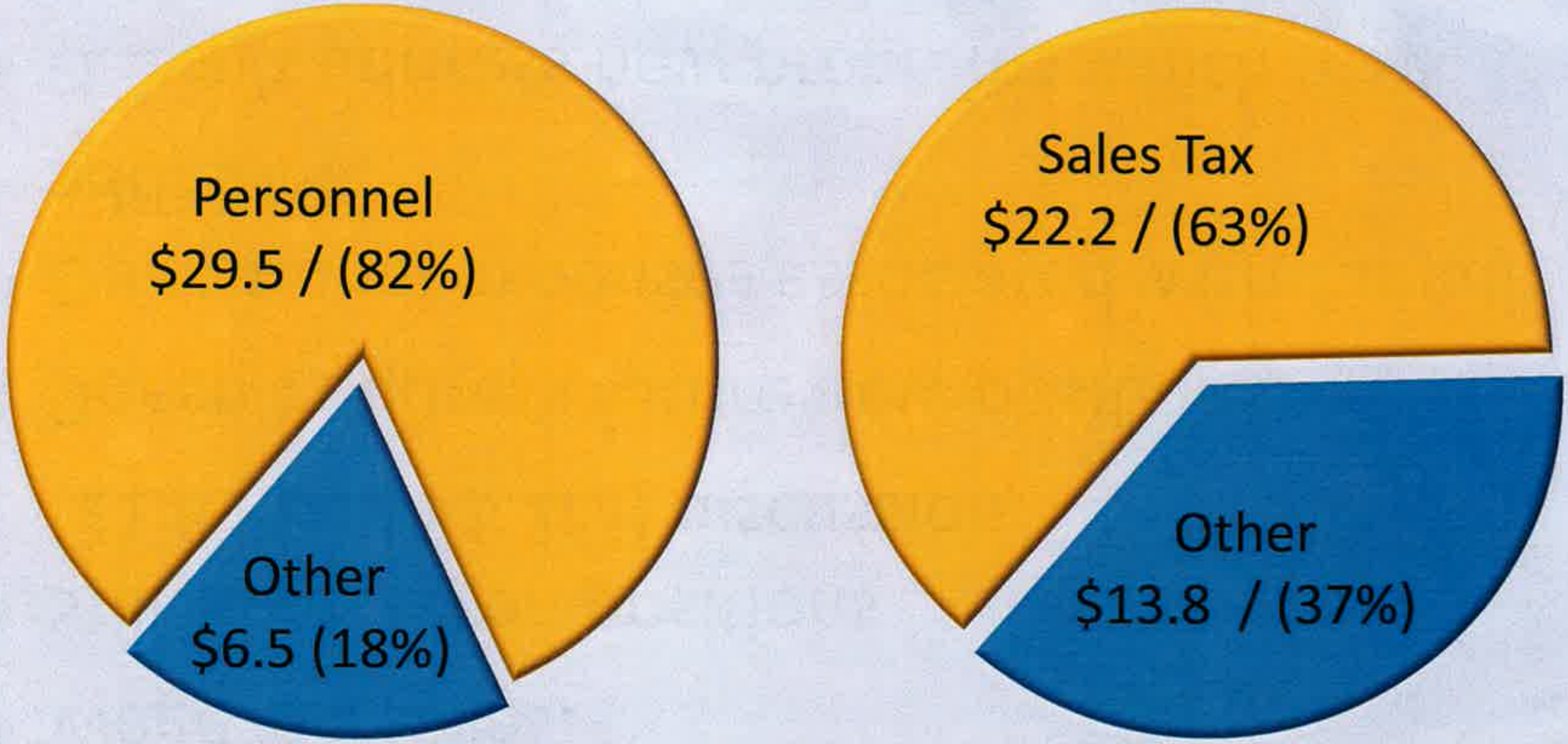
Future Budget Issues

- Wage increases.
- Still have frozen positions
  (21.6 FTE / $1.2M) discussion.
- Doesn't address future new positions.
- Operational expenses associated with capital additions.
- Doesn't address new programs which may require new people or added costs.
- Still have unfunded CIP requests.

General Fund: Sales Tax vs. Personnel Expenses
(all numbers in millions)

Expenses

Revenues



General Fund Projections: 2013-2016
- Based on 2% Sales Tax Growth

Based on 2.0% Sales Tax Increase				
		Without Salary Adjustment		With Salary Adjustment
2014 Fund Balance Source/(Use)	$	(228,000)	$	(1,197,000)
2015 Fund Balance Source/(Use)	$	239,000	$	(1,733,000)
2016 Fund Balance Source/(Use)	$	714,000	$	(2,296,000)
Total Effect on Fund Balance	**$**	**725,000**	**$**	**(5,226,000)**

* At the end of 2016 still not caught up if we give yearly raises.

General Fund Projections: 2013-2016
- Based on 4% Sales Tax Growth

Based on 4.0% Sales Tax Increase				
		Without Salary Adjustment		With Salary Adjustment
2014 Fund Balance Source/(Use)	$	228,000	$	(741,000)
2015 Fund Balance Source/(Use)	$	1,178,000	$	(794,000)
2016 Fund Balance Source/(Use)	$	2,166,000	$	(844,000)
Total Effect on Fund Balance	**$**	**3,572,000**	**$**	**(2,379,000)**

* At the end of 2016 still not caught up if we give yearly raises.

General Fund Projections: 2013-2016
- Based on 5% Sales Tax Growth

Based on 5.0% Sales Tax Increase				
		Without Salary Adjustment		With Salary Adjustment
2014 Fund Balance Source/(Use)	$	456,000	$	(513,000)
2015 Fund Balance Source/(Use)	$	1,654,000	$	(318,000)
2016 Fund Balance Source/(Use)	$	2,912,000	$	(98,000)
Total Effect on Fund Balance	**$**	**5,022,000**	**$**	**(929,000)**

* At the end of 2016 still not caught up if we give yearly raises.

General Fund Projections: 2013-2016
- Based on 6% Sales Tax Growth

Based on 6.0% Sales Tax Increase				
		Without Salary Adjustment		With Salary Adjustment
2014 Fund Balance Source/(Use)	$	685,000	$	(284,000)
2015 Fund Balance Source/(Use)	$	2,136,000	$	164,000
2016 Fund Balance Source/(Use)	$	3,674,000	$	664,000
Total Effect on Fund Balance	**$**	**6,495,000**	**$**	**544,000**

* At the end of 2016 would be caught up if we give yearly raises.

Frozen Position Listing

Division	Job Description	FTE
1010 - General		
Accounting & Audit:	Intern I	0.50
Budget & Information Management:	Budget Analyst	1.00
Building Maintenance:	Construction & Contract Manager	0.50
Building Safety:	Building Official - Safety	1.00
	Inspections Clerk	1.50
Central Dispatch:	Dispatcher I	1.00
City Planning:	Director of Current Planning	1.00
	Permit Clerk	1.00
Engineering:	Assistant City Engineer	1.00
Fire:	Fire Captain	1.00
	Firefighter	1.00
Human Resources:	Benefits Administrator	1.00
Internal Consulting:	Director Internal Consulting	1.00
Parks & Recreation:	Maintenance Worker II - Parks	1.00
	Maintenance Worker IV - Parks	1.00
Police:	Deputy Chief of Police	1.00
	Park Patrol	0.60
	Police Officer	4.00
	Senior Secretary - Police	1.00
	Transcriptionist	0.50
Grand Total		**21.60**

CAPITAL IMPROVEMENTS PROGRAM (2013-2017)
UNFUNDED PROJECTS ($69,155,000)

AVIATION IMPROVEMENTS:	
Airport Aircraft Parking Ramp Rehabilitation	$ 500,000
Airport Corporate Hangar Construction	652,000
Airport Obstruction Removal	260,000
Airport Runway Extension EA/EIS	150,000
Airport Widening of Taxiways B, C, & F	1,225,000
	2,787,000
FIRE IMPROVEMENTS:	
Fire Station #2 Replacement	2,300,000
Kid's Safety Park & City Training Complex	1,690,000
	3,990,000
INFORMATION TECHNOLOGY IMPROVEMENTS:	
Hansen Version 8 Upgrade	195,000
	195,000
LIBRARY IMPROVEMENTS:	
Library Computer Replacements	85,000
Library Materials Purchases	222,000
	307,000
PARKS & RECREATION IMPROVEMENTS:	
Community Park Improvements	435,000
Regional Park Development	18,304,000
	18,739,000
POLICE IMPROVEMENTS:	
Police Headquarters Building	17,500,000
Police Records Management System	850,000
Police Unmarked Vehicles	33,000
	18,383,000
SOLID WASTE IMPROVEMENTS:	
Recycling Facility - Construction/Demolition	1,560,000
Solid Waste Facility - Recycling Center (MRF)	4,985,000
	6,545,000
STREET IMPROVEMENTS:	
Matching Funds for Federal STP-A funding	6,250,000
Razorback Road (Hwy 112) Improvements	1,250,000
	7,500,000
TRANSPORTATION IMPROVEMENTS:	
Asphalt Plant	1,300,000
In-House Pavement Improvements	953,000
Sidewalk Improvements	151,000
	2,404,000
WATER & SEWER IMPROVEMENTS:	
Water Line Repl, Gregg, Township-Sycamore	1,500,000
Water Line Repl, MLK, Finger Rd - Barbara	1,775,000
Water/Sewer Reloc Old Wire, Mission-Crossover	5,030,000
	8,305,000

Other things are not on the current list that will be in future discussions such as:

1) **Major building remodeling.**
2) **Drainage.**
3) **Replacement of fire apparatus after 2017.**

Other Financial Concerns

- State of international economy.
- Doesn't consider future salary surveys.
- Assumes increases in other revenue cover expenditures in other areas.

Nominating Committee Report

Meeting: Wednesday, June 12, 2013
City Hall, Room 326, 4:00 p.m.
Members Present – Adella Gray, Justin Tennant, Rhonda Adams, and Mark Kinion

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The Mayor recommends the following candidate for appointment:

HISTORIC DISTRICT COMMISSION
- Teresa Turk – One term ending 06/30/16

The Committee recommends the following candidates for appointment:

ANIMAL SERVICES ADVISORY BOARD
- No applicants – One Veterinarian term ending 06/30/16
- Stacey Fraser – One Business term ending 06/30/16
- Ashley Yayock – One Citizen-at-Large term ending 06/30/16

AUDIT COMMITTEE
- Jacob Pesicek – One unexpired term ending 12/31/15

CITY BOARD OF HEALTH
- No applications were received

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS
- No applications were received

ENVIRONMENTAL ACTION COMMITTEE
- Connie Crisp – One Citizen-at-Large term ending 06/30/16

FAYETTEVILLE ARTS COUNCIL
- Houston Hughes – One Working Artist term ending 06/30/16
- David Wright – One Working Artist term ending 06/30/16
- Shannon Mitchell– One Arts and Cultural/Citizen-at-Large term ending 06/30/16
- Justin Hunter – One Unexpired Working Artist term ending 06/30/14

PARKS AND RECREATION ADVISORY BOARD
- Richie Lamb – One unexpired term ending 12/31/14

TELECOMMUNICATIONS BOARD
- No applications were received

WALTON ARTS CENTER COUNCIL, INC.
- Steve Clark – One term ending 06/30/16
- Barbara Taylor – One term ending 06/30/16

WALTON ARTS CENTER FOUNDATION
Mary Ann Greenwood – One term ending 06/30/16