Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
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Ward 3 Position 1 – Justin Tennant
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
July 02, 2013

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

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the June 18, 2013 City Council meeting minutes. **APPROVED**

2. **Bid #13-31 General Construction Solutions, Inc.:** A resolution awarding Bid #13-31 and authorizing a contract with General Construction Solutions, Inc. in the amount of $71,980.00 for the construction of Improvements to Mount Sequoyah Gardens, and approving a project contingency of $7,198.00.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 145-13**

3. **American Society for the Prevention of Cruelty to Animals (ASPCA) Grant:** A resolution authorizing acceptance of an American Society for the Prevention of Cruelty to Animals (ASPCA) Grant in the amount of $2,500.00 for the purchase of dog food for the Ranger's Pantry Pet Food Bank, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 146-13**

4. **Ranger's Pantry Pet Food Bank Donation Revenue:** A resolution approving a budget adjustment in the total amount of $651.00 representing citizen donation revenue for the Ranger's Pantry Pet Food Bank.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 147-13**

5. **2013 Curbside Value Partnership Recycling Marketing Grant:** A resolution authorizing acceptance of a 2013 Curbside Value Partnership Education Recycling Marketing Grant in the amount of $10,000.00, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 148-13**

6. **2013 Keep America Beautiful/Waste Management Grant:** A resolution authorizing application for a 2013 Keep America Beautiful/Waste Management Grant in the amount of $10,000.00.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 149-13**

7. **Assistance to Firefighters Grant:** A resolution authorizing acceptance of an Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of $120,736.00, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 150-13**

8. **Meadow Street Municipal Parking Deck Revenue:** A resolution approving a budget adjustment in the total amount of $8,000.00 to recognize additional revenue generated through operation of the Meadow Street Municipal Parking Deck.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 151-13**

B. Unfinished Business:

1. **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 ordinance was left on the Second Reading at the June 18, 2013 City Council meeting.***

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5593**

C. Public Hearing:

1. **Highway 16 East Condemnation:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by Jay Stanley Baird, Robert N. and Linda J. Clay, McDonald, LLC, and Turn-Key Homes of Northwest Arkansas, LLC, needed for water and sewer improvements along State Highway 16 near the West Fork of the White River Bridge.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 152-13**

D. New Business:

1. **Bid #13-33 ARCO Excavation and Paving, Inc.:** A resolution awarding Bid #13-33 and authorizing a contract with ARCO Excavation and Paving, Inc. in the amount of $434,945.00 for the demolition of the foundation and concrete slab at the former Tyson Building on Huntsville Road, approving a project contingency of $43,000.00, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 153-13**

2. **RZN 13-4384 (1315 N. Rupple Rd./Leisure Homes):** An ordinance rezoning the property described in rezoning petition RZN 13-4384, for approximately 6.89 acres, located at 1315 North Rupple Road from RSF-7, Residential Single-Family, 7 units per acre, to RSF-8, Residential Single-Family, 8 units per acre and RMF-12, Residential Multi-Family, 12 units per acre.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5594**

3. **VAC 13-4385 (867 N. College Ave./Pine Tree/Beacon Flats:** An ordinance approving VAC 13-4385 submitted by Civil Design Engineering for property located at 867 North College Avenue to vacate two utility easements, a total of 2,489 square feet.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5595**

4. **Amend §97.070 Recreational Activities:** An ordinance to amend §97.070 Recreational Activities at Lakes Fayetteville, Sequoyah and Wilson of the Fayetteville Code to allow extended hours, reduced fees for Veterans and other changes.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5596**

5. **U of A West Lease Agreement:** A resolution approving a lease agreement with the University of Arkansas for City operation of the University's West Annex parking lot as a revenue producing off-street parking lot upon adoption and inclusion of the lot within the Dickson Street Entertainment District.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 154-13**

6. **Amend §72.58 Off-Street Parking Facilities; Rules and Rates:** An ordinance to amend §72.58 Off-Street Parking Facilities; Rules and Rates (H) City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone of the Fayetteville code to add the West Annex Parking Lot 53 located at 346 West Avenue leased from the University of Arkansas and to approve a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5597**

7. **Amend Chapter 72:** An ordinance to amend several sections of Chapter 72 Parking Regulations of the Code of Fayetteville to clarify parking districts, enforcement times and fines.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5598**

E. City Council Agenda Session Presentations:

F. City Council Tour:

G. Announcements:

Adjournment: 7:10 p.m.

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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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> >
> > **Public comments.** Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.
>
> **Courtesy and respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

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

City Council Meeting: **July 2, 2013** **Adjourn:** 7:10 p.m.

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

8-0

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

City Council Meeting: **July 2, 2013**

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Kinion			
Seconded:		Tennant			
Minutes approved	**Adams**	✓			
	Long	✓			
	Gray	Absent			
	Marsh	✓			
passed	**Kinion**	✓			
	Petty	✓			
145-13 - 151-13	**Tennant**	✓			
	Schoppmeyer	✓			
	Mayor Jordan				

7-0

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

City Council Meeting: **July 2, 2013**

Subject:	**Enact §116.02 Door to Door Solicitation at Private Residences**				
Motion To:		3rd Read	Amend to waive permits requirements for all Fayetteville Children through high school senior status		Pass
Motion By:		Adams	Tennant	—	
Seconded:		Tennant	Marsh		
B. 1 Unfinished Business	**Adams**	✓	✓		✓
	Long	✓	✓		✓
	Gray	absent	absent		absent
	Marsh	✓	✓		✓
Passed	**Kinion**	✓	✓		✓
	Petty	✓	✓		✓
	Tennant	✓	✓		✓
	Schoppmeyer	✓	✓		✓
5593	**Mayor Jordan**				
		7-0	7-0		7-0

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

City Council Meeting: **July 2, 2013**

Subject:	**Highway 16 East Condemnation**				
Motion To:		Approve			
Motion By:		Kinion			
Seconded:		Long			
C. 1	**Adams**	✓			
Public	**Long**	✓			
Hearing	**Gray**	Absent			
	Marsh	✓			
	Kinion	✓			
passed	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
152-13	**Mayor Jordan**				

7-0

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

City Council Meeting: **July 2, 2013**

Subject:	**Bid #13-33 ARCO Excavation and Paving, Inc.**				
Motion To:		Approve			
Motion By:		Kinion			
Seconded:		Marsh			
D. 1	**Adams**	✓			
New	**Long**	✓			
Business	**Gray**	absent			
	Marsh	✓			
passed	**Kinion**	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
153-13	**Mayor Jordan**				
		7-0			

Subject:	**RZN 13-4384 (1315 N. Rupple Rd./Leisure Homes)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Tennant	Petty		
Seconded:		Long	Tennant		
D. 2	**Adams**	✓	✓	✓	
New	**Long**	✓	✓	✓	
Business	**Gray**	absent	absent	absent	
	Marsh	✓	✓	✓	
passed	**Kinion**	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
5594	**Mayor Jordan**				
		7-0	7-0	7-0	

City Council Meeting: **July 2, 2013**

Subject:	**VAC 13-4385 (867 N. College Ave./Pine Tree/Beacon Flats**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Tennant	Long		
Seconded:		Long	Adams		
D. 3	**Adams**	✓	✓	✓	
New	**Long**	✓	✓	✓	
Business	**Gray**	absent	absent	absent	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
passed	**Petty**	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
5595	**Mayor Jordan**				
		7-0	7-0	7-0	

Subject:	**Amend §97.070 Recreational Activities**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Tennant	Tennant		
Seconded:		Long	Marsh		
D. 4	**Adams**	✓	✓	✓	
New	**Long**	✓	✓	✓	
Business	**Gray**	absent	absent	absent	
	Marsh	✓	✓	✓	
passed	**Kinion**	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
5596	**Mayor Jordan**				
		7-0	7-0	7-0	

City Council Meeting: **July 2, 2013**

Subject:	**U of A West Lease Agreement**				
Motion To:		Approve			
Motion By:		Long			
Seconded:		Tennant			
D. 5	**Adams**	✓			
New	**Long**	✓			
Business	**Gray**	Absent			
	Marsh	✓			
	Kinion	✓			
passed	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
154-13	**Mayor Jordan**				
		7-0			

Subject:	**Amend §72.58 Off-Street Parking Facilities; Rules and Rates**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Tennant	Long		
Seconded:		Adams	Adams		
D. 6	**Adams**	✓	✓	✓	
New	**Long**	✓	✓	✓	
Business	**Gray**	absent	absent	absent	
	Marsh	✓	✓	✓	
passed	**Kinion**	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
5597	**Mayor Jordan**				
		7-0	7-0	7-0	

City Council Meeting: **July 2, 2013**

Subject:	**Amend Chapter 72**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Long	Tennant		
Seconded:		Tennant	Marsh		
D. 7 New Business	**Adams**	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
5598	**Mayor Jordan**				
		7-0	7-0	7-0	

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

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: **July 3, 2013**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of July 2, 2013**

1. **Bid #13-31 General Construction Solutions, Inc.:** A resolution awarding Bid #13-31and authorizing a contract with General Construction Solutions, Inc. in the amount of $71,980.00 for the construction of Improvements to Mount Sequoyah Gardens, and approving a project contingency of $7,198.00.

2. **American Society for the Prevention of Cruelty to Animals (ASPCA) Grant:** A resolution authorizing acceptance of an American Society for the Prevention of Cruelty to Animals (ASPCA) Grant in the amount of $2,500.00 for the purchase of dog food for the Ranger's Pantry Pet Food Bank, and approving a budget adjustment.

3. **Ranger's Pantry Pet Food Bank Donation Revenue:** A resolution approving a budget adjustment in the total amount of $651.00 representing citizen donation revenue for the Ranger's Pantry Pet Food Bank.

4. **2013 Curbside Value Partnership Recycling Marketing Grant:** A resolution authorizing acceptance of a 2013 Curbside Value Partnership Education Recycling Marketing Grant in the amount of $10,000.00, and approving a budget adjustment.

5. **2013 Keep America Beautiful/Waste Management Grant:** A resolution authorizing application for a 2013 Keep America Beautiful/Waste Management Grant in the amount of $10,000.00.

6. **Assistance to Firefighters Grant:** A resolution authorizing acceptance of an Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of $120,736.00, and approving a budget adjustment.

7. **Meadow Street Municipal Parking Deck Revenue:** A resolution approving a budget adjustment in the total amount of $8,000.00 to recognize additional revenue generated through operation of the Meadow Street Municipal Parking Deck.

8. **Highway 16 East Condemnation:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by Jay Stanley Baird, Robert N. and Linda J. Clay, and McDonald, LLC, needed for water and sewer improvements along State Highway 16 near the West Fork of the White River Bridge.

9. **Bid #13-33 ARCO Excavation and Paving, Inc.:** A resolution awarding Bid #13-33 and authorizing a contract with ARCO Excavation and Paving, Inc. in the amount of $434,945.00 for the demolition of the foundation and concrete slab at the former Tyson Building on Huntsville Road, approving a project contingency of $43,000.00, and approving a budget adjustment.

10. **Amend §97.070 Recreational Activities:** An ordinance to amend §97.070 Recreational Activities at Lakes Fayetteville, Sequoyah and Wilson of the Fayetteville Code to allow extended hours, reduced fees for Veterans and other changes.

11. **U of A West Lease Agreement:** A resolution approving a lease agreement with the University of Arkansas for City operation of the University's West Annex parking lot as a revenue producing off-street parking lot upon adoption and inclusion of the lot within the Dickson Street Entertainment District.

12. **Amend §72.58 Off-Street Parking Facilities; Rules and Rates:** An ordinance to amend §72.58 Off-Street Parking Facilities; Rules and Rates (H) City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone of the Fayetteville code to add the West Annex Parking Lot 53 located at 346 West Avenue leased from the University of Arkansas and to approve a budget adjustment.

13. **Amend Chapter 72:** An ordinance to amend several sections of Chapter 72 Parking Regulations of the Code of Fayetteville to clarify parking districts, enforcement times and fines.

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> > **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.

AGREEMENT

BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2013 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and General Construction Solutions, Inc. (herein after called CONTRACTOR).

CITY OF FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The work generally consists of the replacement of an existing asphalt roadway/access drive, the installation of a pre-engineered arbor structure (provided by others), and the construction of a concrete and native stone slab, an 18-inch native stone seat wall, a colored concrete apron, ADA accessible parking, connecting sidewalks, tree planting and associated site work at ***Mt. Sequoyah Gardens*** and all items indicated in the Drawings and Specifications.

Article 2. PROJECT MANAGER.

The Project has been designed by

City of Fayetteville Parks and Recreation Department
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

will be hereinafter called PARKS AND RECREATION DEPARTMENT PROJECT MANAGER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work for Construction of Mt. Sequoyah Gardens Improvements shall be substantially completed within 90 consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 120 consecutive calendar days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and

CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars ($250.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars ($250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

PAYMENT ITEMS

				General Construction Solutions, Inc.	
ITEM #	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	Mobilization (not to exceed 5% of project bid)	L.S.	1	$3,000.00	$3,000.00
2	Bonds and insurance	L.S.	1	$3,000.00	$3,000.00
3	Demolition, removal and disposal of approx. 550 CF of existing asphalt driveway and approx. 1,915 CF of existing base	L.S.	1	$5,460.00	$5,460.00
4	Site preparation - including tree protection fencing, tree planking, straw wattle, straw bales and concrete washout	L.S.	1	$5,850.00	$5,850.00
5	1-1/4-inch Sch. 40 electrical conduit for future lighting - complete in place	L.F.	185	$11.14	$2,060.00
6	Unclassified excavation	C.Y.	60	$16.25	$975.00
7	Imported hillside	C.Y.	70	$26.93	$1,885.00
8	Class 7 base	TON	185	$39.00	$7,215.00
9	Five-foot wide fiber reinforced concrete sidewalk (4-inch thickness)	S.Y.	60	$57.67	$3,460.00
10	Concrete arbor slab (5-inch thickness)	S.Y.	25	$137.40	$3,435.00
11	Native flagstone for arbor slab	S.F.	215	$9.74	$2,095.00
12	Native stone wall (16-inch x 18-inch)	L.F.	32	$187.19	$5,990.00
13	Colored concrete apron	S.Y.	20	$142.75	$2,855.00
14	Installation of pre-engineered arbor (provided by others) - complete in place per details	L.S.	1	$5,160.00	$5,160.00
15	18-inch concrete flush curb (6-inch thickness)	S.Y.	75	$50.40	$3,780.00
16	6-inch concrete residential driveway approach - complete in place per details	S.F.	370	$5.03	$1,860.00
17	3-inch asphalt	S.Y.	320	$16.88	$5,400.00
18	6-inch concrete apron at north end of drive - complete in place per details	S.F.	160	$3.28	$525.00
19	6-inch standard concrete curb and gutter	L.F.	105	$12.33	$1,295.00
20	Parking striping and ADA symbol	L.S.	1	$300.00	$300.00
21	Bicycle rack - complete in place per details	EA.	1	$975.00	$975.00
22	Trees - complete in place per details including water	EA.	6	$375.00	$2,250.00
23	Site restoration - including 4-inch depth topsoil, wildflower seed, straw and water	S.F.	1,225	$0.95	$1,165.00
24	Site restoration - including 4-inch depth topsoil, buffalo grass seed, straw and water	S.F.	1,035	$1.92	$1,990.00
	TOTAL BID AMOUNT				**$71,980.00**

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in the General Conditions.

5.1. *Progress Payments.* CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02 . All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

95 percent of Work completed (with the balance of 5 percent being retainage), If Work has been 50 percent completed as determined by the PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay

the remainder of the Contract Price as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

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

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to the employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the

Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. CONTRACTOR has given PARKS AND RECREATION DEPARTMENT PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between CITY OF FAYETTEVILLE and CONTRACTOR concerning the Work consist of the following:

7.1. This Agreement (pages 1 to 8, inclusive).

7.2. Performance and Payment Bonds, (Exhibits A and B respectively).

7.3. Certificates of Insurance, (Exhibit C).

7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).

7.5. General Conditions (pages 1 to 42, inclusive).

7.6. Supplementary Conditions (pages 1 to 13 inclusive).

7.7. Specifications consisting of Divisions 1 through 32 as listed in table of contents thereof.

7.8. Addenda numbers 1 to 2, inclusive.

7.9. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets numbered two through twelve with each sheet bearing the following general title: **Construction - Mt. Sequoyah Gardens Improvements.**

7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

7.10.1. Notice to Proceed

7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. CITY OF FAYETTEVILLE and CONTRACTOR each binds itself, it partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

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

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

8.7. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the Contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and one counterpart has been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and CONTRACTOR or identified by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER on their behalf.

This Agreement will be effective on _____, 2013 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:

By: _____
Mayor

[CORPORATE SEAL]

Attest_____

Address for giving notices

CONTRACTOR

By: _____

[CORPORATE SEAL]

*Attest_____

* If a Corporation, attest by the Secretary.

Address for giving notices

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

The undersigned acting as incorporators of a corporation under the ARKANSAS BUSINESS CORPORATION ACT (ACT 958 OF 1987), adopt the following Articles of Incorporation of such Corporation:

First: **The name of the Corporation is:**

GENERAL CONSTRUCTION SOLUTIONS, INC.

Must contain the words "Corporation", Incorporated", "Company", "Limited", or the abbreviation "Corp.", "Inc.", "Co.," or "Ltd." or words or abbreviations of like import in another language.

Second: **The number of shares which the Corporation shall have the authority to issue is:**

100 share(s).

The par value of each share is 1

The designation of each class, the number of shares of each class, or a statement that the shares of any class are without par value are as follows:

No. of Shares	Class	Series (if any)	Par Value Per Share Or Statement That Shares Are Without Par Value
100	A		$1.00

Third: **The street address of the initial registered office of this Corporation shall be located at:**

Street Address 1695 ELECTRIC AVE.

City: SPRINGDALE

State: AR **ZIP:** 72764-

and the name of the initial registered agent of this Corporation at that address is:

WES TAYLOR

Fourth: **The name and address of each Incorporator is as follows:**

Name 1 WES TAYLOR

Address 1 1695 ELECTRIC AVE.,
SPRINGDALE, AR 72764

Name 2 DAVID FISHER

Address 2 PO BOX 570
BENTONVILLE, AR 72712

Name 3

Address 3

Fifth: **The nature of the business of the Corporation and the object or purposes proposed to be transacted, promoted or carried on by it, are as follows:**

(a) **The primary purpose of the Corporation shall be:**

CONSTRUCTION.

(b) **To conduct any business enterprise not contrary to law.**

(c) **To exercise all of the powers enumerated in Section 4-27-302 of the Arkansas Business Corporation Act.**

Sixth: Executed this 25th day of January, 2010

Signature: DAVID FISHER

Title: INCORPORATOR
(Pres., other officer, Chairman of the Board or by Incorporator pending elections of corporate officers)

Corporate Name:	GENERAL CONSTRUCTION SOLUTIONS, INC.
Contact Person:	WES TAYLOR
Street Address or P.O. Box Number	1695 ELECTRIC AVE
City:	SPRINGDALE
State:	AR **ZIP:** 72764-
Telephone Number:	479-530-3577
E-mail Address:	WTAYLOR@BASICCONSTRUCTION.US

DAVID FISHER

Signature of Incorporator, Officer or Agent for the Corporation

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:

Alderman Justin Tennant — 6-4-2013 Date

City Attorney Kit Williams — May 24, 2013 Date

ENTERED 5/24/13

Left on the Second Reading at the 6/18/13 CC mtg.

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 and will abide by all restrictions as to the when and where such vending will be allowed; 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.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby enacts § 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 2d day of July, 2013.

APPROVED: ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Exhibit A

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.

(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 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;

(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

Handed out for 116.02 Door to Door Solicitation

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Alderman Justin Tennant**

FROM: **Kit Williams**, City Attorney

DATE: **June 19, 2013**

RE: **Waiving Permits for Fayetteville School Children**

Please see attached a proposed revision of §116.02 (I) which would waive permit requirements for all Fayetteville children through high school senior status in place of the more limited girl scout waiver. All girl scouts would probably be included in this school age children waiver so the girl scouts would not be adversely affected by this proposed change.

We could be attacked by limiting this waiver to "Fayetteville" children rather than all children on interstate commerce grounds. However, I believe using children for interstate commerce is inherently suspicious and questionable. Federal law already singles out minors transported across state lines for improper purposes as a problem. Thus, I think we would have good faith arguments why only local children should receive the waiver of a permit for door to door solicitation. I would doubt that any out of state peddler/solicitor would want to sue us over this.

Please let me know what you think about this change to (I)(2).

person, as well as a copy of the 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;

(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;

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 Fayetteville children through high school senior status.*

(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) Fayetteville children through high school senior status must abide by the restrictions found in (E)(2)(3)(4) and (8) but are otherwise exempt from the remainder of this section.

Changed section

(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.

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

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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: **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.

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
(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.

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.

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(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 ARKANSAS
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CITY COUNCIL AGENDA SUPPLEMENTAL MEMO
MEETING DATE OF JULY 2, 2013
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: June 18, 2013

Subject: Tyson Building Slab Removal Contract with Arco Excavation and Paving, Inc. for $434,945.00

This memorandum provides supplemental information to the tentative City Council packet for the July 2, 2013 meeting, regarding the Tyson Building slab removal and grinding contract.

The contract for Tyson facility slab and foundation removal and concrete and masonry grinding is on the agenda for the July 2, 2013 City Council meeting. The low bidder for the contract is Arco Excavation and Paving, Inc. for $434,945.00.

When AR-Rahim took down the former Tyson building, we discovered that there was significantly more insulation contained within the structure than we had known about, and than we could have identified in advance. In some areas, the insulation was concealed between masonry wall sections. In one large area, there was a floor section that included a layer of insulation sandwiched between two concrete slab sections. As a result, it was much more difficult than expected to separate some of the masonry and concrete from the imbedded insulation.

The contractor is still required to meet the LEED requirement of 75% diversion from the landfill.

Kum & Go is paying 25% of the net removal cost, not to exceed $100,000. Based on this bid and the $84,199.05 received from AR-Rahim, the cost breakdown is shown below:

Demo project bid	$ 434,945.00	
less	84,199.05	(received from Ar-Rahim)
Net demo cost after sale	$ 350,745.95	
City's 75%	$ 263,059.46	
Kum & Go's 25%	$ 87,686.49	

While this bid cost more than anticipated, it still is below our original $369,000 estimated removal cost, obtained before we started this process. Additionally, that estimate did not take into account the hidden insulation costs, and the price would probably have been increased with that discovery.

I will be on vacation during the agenda session, but Ron Petrie, Garver Engineers, will be at the agenda session to answer questions. Garver developed the plans and specifications for the slab removal and grinding contract. If you have questions for me before the meeting, I will be in the office until noon, Friday, June 21.

LEASE AGREEMENT - University Parking Lot 53

This Lease Agreement ("Agreement") for Parking Lot Enforcement is entered into by and between the Board of Trustees of the University of Arkansas ("University"), acting for and on behalf of the University of Arkansas, Fayetteville and the City of Fayetteville, Arkansas (the "City").

WITNESSETH

WHEREAS, the City seeks to utilize University Parking Lot 53 (the "Lot" or "Premises"), more particularly described as located directly south and east the West Avenue Annex which is located at 346 West Avenue, from 5:00 pm to 2:00 am on weekdays and from 5:00 pm on Fridays until 2:00 am on Mondays, excluding federal holidays, to serve the City's public parking needs; and

WHEREAS, the University is willing to grant a limited, exclusive lease to the City for usage and enforcement of said University parking lot as more particularly described herein;

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree to the Agreement under the following terms and conditions:

1. **LIMITATION OF LIABILITY.** The University shall not assume any liabilities or responsibilities for enforcement of the parking lot pursuant to this Agreement.

2. **SCOPE OF LIMITED LEASE:** This Agreement is a limited lease and shall not be considered deeded access. The University's property is not to be subrogated by this lease. The term of this Agreement shall be for a period of five (5) months, with an automatic annual renewal for up to five (5) additional one-year periods, commencing on the date of execution hereof, subject to all other terms and conditions of this Lease. This limited lease is revocable by the University at any time, in whole or in part, in the sole discretion of the University, upon thirty days' written notice to the City or by the City at any time, in whole or in part, in the sole discretion of the City, upon thirty days' written notice to the University.

3. **OWNERSHIP PRIVILEGES:** University is not transferring or relinquishing any of its rights and privileges of property ownership or use. Notwithstanding any other provision of this Agreement, the City covenants and agrees that the University shall have the absolute and unconditional right to use the Lot for such purposes as the University deems necessary in its sole discretion. Except under extraordinary circumstances to be determined at the sole discretion of the University, University agrees to notify the City at least twenty-four (24) hours in

EXHIBIT
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advance of its intent to use the Lot for any special event. During these special events, the City will not provide any enforcement services. University agrees to return the Lot to the City following the event in the same condition as it was prior to the event.

4. CITY OF FAYETTEVILLE OBLIGATIONS: The City hereby agrees that during the term of this Agreement, or any extension thereof, the City shall operate the Lot as a revenue producing off-street parking lot, with the City receiving the revenues generated from the parking meter, and the City receiving the revenues generated from enforcement of the Lot. The City agrees to patrol the Lot from 5:00 pm to 2:00 am weekdays, from 5 pm Fridays until 2 am Saturdays, from 2 pm Saturdays until 2 am Sundays, and from 2 pm Sundays until 2 am Mondays, excluding federal holidays, or as determined by the City, to insure that motorists parking thereon are paying required usage fees as are now, or as may hereafter, be established by the City. The City shall issue parking citations under the same policies as other city controlled parking lots.

5. PROPERTY OWNER OBLIGATIONS: The University agrees to purchase and install all revenue collection equipment with the University retaining ownership of the equipment and covering all maintenance costs on such equipment, including replacement, if necessary, during the term of this Agreement.

6. PARKING RATES: The City will charge the same parking meter rates as the City rates for the area. The University reserves the right to exempt specific University-issued parking permits from the parking meter payment requirements during the City enforcement period set forth in Section 4 above.

7. COMPENSATION: The City agrees to pay to the University, during the term of the lease, or any extension thereof, the net operating revenues derived from the leased premises. The term "net operating revenues" shall mean gross revenues less all costs to provide parking patrol and enforcement. Gross revenues shall not be deemed to include fines or penalties paid to the City as a result of enforcement actions by the City. Estimated patrol and enforcement costs are $840 per month. Said revenues shall be paid to the University quarterly.

8. ASSIGNMENT: The rights granted in this Agreement may not be assigned or otherwise conveyed to any other party or individual for any reason whatsoever; provided, however, that the University may assign its rights as part of any merger or other reorganization.

9. SIGNS: Solely as a matter of contract, pursuant to this Agreement, the parties agree that all signs on the Lot shall be consistent in their appearance with the standards established by the University for University operating hours and by the City for City operating hours.

10. NON-WAIVER: The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed a waiver of such rights, nor shall be deemed a waiver of any subsequent breach, either of the same provision or otherwise.

11. GOVERNING LAW: This Agreement is entered into in the State of Arkansas and shall be governed by the laws of the State of Arkansas without regard to its choice of law principles.

12. WARRANTY OF AUTHORITY: The City warrants and represents to University that the City has the full power and authority to execute this Agreement and perform all obligations herein set forth. The University warrants and represents to the City that the University has the full power and authority to execute this Agreement and perform all obligations herein set forth.

13. VEHICLE TOWING AND RELOCATION: The University reserves the right to tow, relocate, or immobilize at the owner's expense, any vehicle that is parked illegally, parked in violation of University policy, or that must be moved for special events or maintenance. The University nor the City shall be responsible for damage to a vehicle resulting from towing, relocating, or immobilization.

14. NO RIGHT TO HOLDOVER: The City has no right to possession of the Premises or any part thereof beyond the expiration or termination of this Lease. Nothing contained herein shall be construed as consent by the University to any holding over by the City.

15. MISCELLANEOUS PROVISIONS:

a. Rights and restrictions in this Agreement may be exercised and shall be applicable only to the extent they do not violate any applicable laws and are intended to be limited to the extent necessary so they will not render this Agreement illegal, invalid or unenforceable. In the event that any provision of this Agreement or the application of this Agreement to any circumstance should be held by any competent legal authority to be invalid, the application of such provision to other circumstances shall not be affected hereby, and the remainder of the Agreement shall remain in full force and effect.

b. This Agreement contains the entire agreement between the parties and no statement, promise or inducement made by any party, or agent of either party, which is not contained in this Agreement, shall be valid or binding upon either party. This Agreement supersedes all prior agreements, whether written or verbal, regarding its subject matter. Any amendment hereof must be in writing and signed by both parties.

c. The parties covenant and agree that time is of the essence with respect to the performance of their respective obligations under this Agreement.

d. The University and the City are and shall remain independent parties at all times and for all reasons. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other with respect to any third party.

e. The parties covenant and agree that the rule of construction that ambiguous provisions of an agreement are construed against the drafting party shall have no application or effect with respect to this Agreement. This Agreement shall be interpreted as if both parties participated equally in its preparation and drafting.

f. This Agreement is entered into by both parties based upon the facts set forth herein and each party acknowledges that it has consulted independent legal counsel of its choice with respect to the meaning, application, purpose and construction of this Agreement or voluntarily chose not to do so.

g. The parties agree that, in carrying out the terms and conditions of this Agreement, neither party may discriminate against any individual on any basis prohibited by the United States Constitution, the Arkansas Constitution, or federal or state law, including, but not limited to, the Americans with Disabilities Act ("ADA") and the Rehabilitation Act ("Act"). In its sole discretion, the University may, if necessary, modify and/or reduce the number of parking spaces in the Lot to create the required amount of accessible parking space(s), which fully comply with the ADA, the Act, and any applicable federal or state regulations as the same may be amended from time to time.

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

i. Notwithstanding any term of provision to the contrary, nothing in this Agreement shall be deemed or construed as a waiver of jurisdiction or of the sovereign immunity of the University of Arkansas, or any immunities to suit available to its trustees, representatives, officials, and employees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City of Fayetteville and the Board of Trustees of the University of Arkansas, acting for an on behalf of the University of Arkansas, Fayetteville, have hereunder set their hands, by their respective officers, duly authorized on this _____ day of _____, 2013.

Board of Trustees of the
University of Arkansas,
Acting for and on behalf
Of the University of Arkansas,
Fayetteville

By:_____
Ann Kemp

Title:_____
Vice President for Finance
and Administration

City of Fayetteville, Arkansas

APPROVED:

By:_____
Lioneld Jordan, Mayor

ATTEST:

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

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

City of Fayetteville Arkansas
City Council Meeting Minutes
June 18, 2013

A meeting of the Fayetteville City Council was 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.

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:

City Council Meeting Presentations, Reports and Discussion Items:

Nominating Committee Report

Alderman Gray presented the Nominating Committee Report to the Council. A copy of the report is attached.

Alderman Gray moved to approve the Nominating Committee Report. Alderman Kinion seconded the motion. Upon roll call the motion passed unanimously.

Agenda Additions: None

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Consent:

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

Approved

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.

Resolution 133-13 as recorded in the office of the City Clerk.

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.

Resolution 134-13 as recorded in the office of the City Clerk.

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.

Resolution 135-13 as recorded in the office of the City Clerk.

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.

Resolution 136-13 as recorded in the office of the City Clerk.

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.

Resolution 137-13 as recorded in the office of the City Clerk.

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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.

Resolution 138-13 as recorded in the office of the City Clerk.

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.

Resolution 139-13 as recorded in the office of the City Clerk.

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.

Resolution 140-13 as recorded in the office of the City Clerk.

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.

Resolution 141-13 as recorded in the office of the City Clerk.

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

<u>Unfinished Business:</u>

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.***

Alderman Tennant 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.

Jeremy Pate, Director of Development Services**:** The one issue we have been working toward is related to height measurements. I passed out a brief memo and potential changes to look at. Not changes in the height limits but how you measure those limitations. We have recommended

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removing references to height by story, instead using a numerical value consistent within the city.

Alderman Petty: Thank you for putting the work in on this. I prefer having a consensus around any clarification at all. If that means that consensus is around removing the reference to stories and just referencing the feet, that's better than not having the clarification in the first place. I would prefer to adopt this as it's been presented and not amend it to the exhibit.

Nina Sharkey, member of the Historic Resource Action Group of Fayetteville Forward: I live in my home close to the corner of Dickson Street and Block Avenue. I have no set back protection from my property boundaries because my home is located in the Main Street Center District. A builder can potentially build on three sides of my home, directly on my property line, 84 feet high without any setbacks. This would block out all natural light into my home, and drastically affect its livability, possibly even forcing me to move. If you allow the code to stay as is, you are sending the message that the preservation of the unique character of this town is unimportant.

Cindy Arsaga: We need to be reasonable in what we ask developers to do to protect our downtown and the way that it looks, and how we approach single family dwellings in the downtown area because we don't want to lose them.

Alderman Marsh: We are missing an opportunity to use building height as a powerful incentive to encourage green building and energy efficiency. FAR Bonus (Floor Area Ration Bonus) is a height or density bonus rewarded to developers who meet certain energy efficiency standards or environmental performance goals. This is a revenue neutral way the community can encourage green building.

Alderman Marsh moved to remove references to building heights. The motion died for lack of a second. Motion died.

Alderman Petty: Even though you didn't get a second, I hope you continue that discussion because FAR Bonuses are something I have been talking about with staff for about two or three years now. It's a good tool to encourage the kind of form based development that we want. I am sensitive to Ms. Sharkey's concerns, as we all should be. I want to make sure we understand there is more than one way to address them. We don't need eight story buildings everywhere, but it's okay to have a couple. We have to decide where those punctuations are going to occur. If that's not the right spot for that, then we can decide that. We shouldn't change the Main Street Center zoning regulations; we should change the zoning district that is applied to the properties.

Alderman Adams: I am a fan of the step back transition. There is no step back transition. Can you clarify these step back transitions?

Jeremy Pate: The step back transition was first created with our downtown master plan. That is when a 15 foot setback was created from the right away. Because downtown properties and commercial properties often change, we have never had a step back from a side property line for the downtown master plan. In reference to our downtown master plan, we have step back from

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zero to 15 feet, but we propose adding that to all of our districts. That is what you would be adding tonight if you approve this as proposed.

Alderman Marsh: Would it be possible to put in some means of review for when one of these large multi-story buildings goes in next to a single family home?

Jeremy Pate: It would be possible. It would be a subjective view at that point. That could be something that we could look at.

Mayor Jordan: These very discussions occurred when we were going to put a hotel down there.

A discussion followed on current height limits, building heights and how they were established in the past.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-2. Alderman Marsh and Kinion voting no.

Ordinance 5592 as recorded in the office of the City Clerk.

New Business:

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.

Matt Mihalevich, Trails Coordinator gave a brief description of the resolution.

Kit Williams: We have reviewed the letter that states if we provide a check payable to the bank and the owner, we will receive from the owner a deed and from the bank a release of the mortgage. That would all be done at the same time of the closing. With that, this is fine and you can pass this resolution. We will ensure we will get the necessary documents before we give them the money.

Alderman Petty moved to approve the resolution. Alderman Adams seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 142-13 as recorded in the office of the City Clerk.

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.

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David Jurgens, Utilities director gave a brief description of the resolution and changes made in the contract.

Ross Wolfenden, Vice President for Research and Development for Pacific Vet Group: Pacific Vet Group was originally a University of Arkansas spin off company. We are an animal health company. We are an alternative to antibiotics company. We do a lot of work with mostly poultry companies. We develop probiotics products.

Alderman Marsh: Is there a way we can get Pacific Vet to agree to take the low impact development path through our code rather than just doing traditional storm water?

Kit Williams: It was an option of the developer to do that. It was never required to be mandatory. We are trying to encourage this industry to locate in town. That was always designed to be an optional thing for them to do.

Alderman Marsh: I'm trying to look out for the interest of the adjacent property owners that were concerned about storm water. This might be a good way to hold them to that aspect of our developmental standards.

Mayor Jordan: Jeremy, do you have a run down of these developmental standards?

Jeremy Pate gave a run down on developmental standards.

Alderman Marsh: There's a proposed industrial development in my neighborhood and I had neighbors knocking on my door very concerned about the storm water. The Fayette Junction Master Plan identified as their number two priority low impact development strategies. There is nothing we can do to hold those people to those standards. We want to encourage green businesses and green businesses are attracted to green infrastructure. This would be a great opportunity for us to get green infrastructure commitment that would also address some of the concerns of the neighbors.

Ross Wolfenden: That would be a fairly major change, and that's not something I can bless before the council.

Mayor Jordan: He doesn't have the authority.

Alderman Marsh: We are giving them a pretty good deal, there's a lot of public investment in making this happen. I see on your master plan there are some indications that you do intend to do some low impact development techniques, I think this is holding you to that.

Steve Clark, President of the Chamber of Commerce: I issue a word of caution on this proposal if you are going to take action and tell developers how to develop. If you give them a regulatory scheme that allows them to follow the option that they best believe fits with their project and they meet all standards, then you later come back and say that we wish you would meet different standards, you inject yourself into a decision that's not properly yours.

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Mayor Jordan: Mr. Clark, how many jobs will this bring into the city?

Steve Clark: It will bring 60 to 65 jobs.

Mayor Jordan: What's the average salary?

Steve Clark: $65,000.

Mayor Jordan: That's a local company?

Steve Clark: Yes sir.

Mayor Jordan: It's a green business?

Steve Clark: Yes sir.

Mayor Jordan: It will make it a tax paying entity?

Steve Clark: Yes sir.

Mayor Jordan: The state has invested some money in this as well?

Steve Clark: Yes sir, big numbers.

Alderman Adams: Thank you Mr. Clark for your good work and service to our city.

Alderman Tennant: This is a great example of the city, Arkansas Economic Development Council (AEDC), and the Governor's office getting together to find suitable businesses for the City of Fayetteville.

Mayor Jordan: I understand if the council wants to make Low Impact Development (LID) ordinances mandatory, but to change it right now when we are ready to sign the contract is not particularly fair.

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

Resolution 143-13 as recorded in the office of the City Clerk.

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.

City Attorney Kit Williams read the ordinance.

Alderman Tennant gave a brief description of the ordinance.

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Alderman Petty: Kit, could you explain to me the requirements that already exist in our business permitting code section? Don't all door to door solicitors, if they are for profit, have to have a business permit and be subject to a fine if they didn't?

Kit Williams: I'm not sure if they would or not. I thought you had to have a business location within the city.

Jeremy Pate: You have to have a physical business address in the city.

Alderman Marsh: I really support the intent of this, but I want to make sure we are protecting people's first amendment right to petition. People will still have the right to petition without having to register with the city or pay money, is that correct?

Kit Williams: That is correct. There are exemptions listed in the ordinance. Mr. Williams reviewed the exemptions that are in the ordinance.

I would like to have the ordinance amended to remove some language. In the second whereas clause remove *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.* I would like removed where I talk about first amendment right, the language *as long as they do not seek nor accept money, pledges, or donations.* Remove the endings of the second and third whereas clauses be removed.

Alderman Petty moved to amend the ordinance as requested by City Attorney Kit Williams. Alderman Long seconded the motion. Upon roll call the amendment passed unanimously.

Brian Smith, representing the Northwest Arkansas Times: We are not opposed to a door to door ordinance per say, we are opposed when there are less restrictive means to accomplish the city's objectives. If you require a physical business address for a business permit then you would run into issues with the 14th Amendment.

Kit Williams: It doesn't bar people from coming into the city. We just don't require them to get a business license.

Brian Smith: Does it say that in the ordinance?

Kit Williams: Yes.

Brian Smith: Our position at the newspaper is that the time restriction is too restrictive to accomplish the objective of the ordinance. Our request is that the hours be 9:00 p.m. A majority of our sales comes from door to door solicitation. Putting a time limit on that would severely limit our circulation and have a big impact on what we do, as much as 25% or more. Requiring the registration and the permit would achieve the objectives of the ordinance in keeping the people out. Not opposed to the background checks, although I ask that there be a time frame put in as far as the offenses.

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Alderman Tennant: I think the words subject to background check gives off plenty of warning to people, whether we do them or not. Do you have an idea of what percentage of your circulation sales does come from door to door sales at night?

Brian Smith: In Northwest Arkansas it's 48%. Our sales channels are kiosk, telemarketing, direct marketing, direct mail, inserts into newspaper racks, and door to door.

Alderman Gray: Mr. Smith, I don't want to do anything to lessen the newspaper business. I would support moving that to 9:00. Is that the only thing, just the 9:00?

Brian Smith: If there could be a discussion on the time frame for convictions. I'm a believer in second chances.

Kit Williams reviewed a memo that was handed out that contained requested changes from the Northwest Arkansas Times. He presented proposed changes to the ordinance.

Alderman Gray: Proposed an amendment to the time in the ordinance.

Alderman Kinion: I think it is pretty restrictive. I hope it meets the needs. I received a lot of support for this. I think this amendment is a fine compromise.

Don Marr, Chief of Staff: Is the intent that the individual applying for the $5 permit will pay for their own background check or are they providing the document for their background check? We want to make sure there's not a budgetary impact to the city paying to get those background checks.

Alderman Tennant: My intent was that any cost incurred would be paid for.

A discussion followed on the cost involved in the background checks and who would pay for the cost.

Alderman Tennant: Would you need time to come up with that dollar figure of what that might cost? We can wait until we get that dollar figure.

Alderman Adams: My questions are: what are the cost of the decals, cost of printing the decals, how are the decals distributed, how can a citizen get one, can a POA President distribute them to all the citizens in that POA or does the citizen have to request it individually. What kind of staffing issues are there in your office with this? How is it enforced, who goes when a citizen complains (police, code compliance,) and what are the penalties when the solicitors are running away?

Jeremy Pate: We would order decals in bulk, and have them available at no charge for the citizens. They would need to come by the city to pick them up. We would like to distribute some to POA Presidents or neighborhood associations.

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Regarding enforcement during the daytime, code enforcement officers would be on call for complaints. After hours, enforcement would be our non-emergency police number. We would have to try to catch them that will be an issue. There is no immediate penalty. We would follow our standard enforcement penalty.

City Attorney Kit William: The penalty would be our general enforcement section which is for all ordinances, that are not specific on how much a fine would be, and that is up to a $500 fine administered by the District Court upon their conviction.

Don Marr: Code Compliance staff has very specific things that they are authorized to address. Currently this is not one of those. If the intention is for it to fall under Code Compliance, we would need to give them authority to address it. Otherwise, it would be handled by the Police Department.

Kit Williams: The Police Department would be the more appropriate agency to enforce this.

Alderman Marsh: Does anyone have any suggestions on how we can minimize stacks of sample newspapers being left when someone is out of town? That is a clear sign to burglars that nobody is home. Maybe if there is a limit of one then they can't leave any more there.

Alderman Tennant: If someone calls and says to stop leaving samples, does that stop them?

Brian Smith: Yes. We have provisions in our circulation management software that takes addresses out of the route lists, delivery lists and anything for a carrier to see to throw a paper.

Alderman Tennant: A call could stop that from happening.

Brian Smith: We have managers in the field at 2 a.m. to follow up to make sure things are happening the way they should to be happening. We have provisions in places to make sure that if someone does not want to be sampled or have their door knocked to minimize that.

Alderman Adams: Don, would you entertain further amendments to this that would answer those questions that you've presented from staff?

Don Marr: If you address these amendments then maybe hold this until the next meeting.

Brian Smith: We currently go to the state police and run the background checks and provide those when we go to Springdale or any other municipality that requires them. We ask that we be allowed to bring that.

Kit Williams: That's how the ordinance currently reads.

Don Marr: We would prefer not to be in the background check business for all of these. We'd like for them to be provided with the exception of girl scouts, schools, etc. We just want clarification.

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Alderman Gray: We should leave it as it is. The applicant provides the background check.

Alderman Gray moved to amend the ordinance from *10:00 a.m. to 9:00 p.m., and to add a 5 year look back period for background checks, and change the definition of solicitor.* Alderman Kinion seconded the motion. Upon roll call the amendment passed unanimously.

Kit Williams: It might be that we want to exclude from background checks non-profits, especially of youths, and maybe only require background checks from the for-profit entities.

Alderman Tennant: I would be in support of holding it for a couple of weeks because I don't want to push anything through. My intent is not to burden the staff.

Alderman Adams: Is there a way we can figure out how to let citizens print their own stickers from their own home?

Alderman Tennant: That's a viable option.

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

City Attorney Kit Williams read the ordinance.

Left on the Second Reading

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.

Alderman Gray and Kit Williams gave a brief description of the resolution.

Kim Hessey, representing Phil Phillips and Hughmont Village, LLC.: This was the development that was originally approved in 2005, and constructed in 2008. Through changes in partnership and different contractors went out of business, the development became stalled.

Alderman Petty: What specifically were the conflicts between our RSF-4 standards and the county's conditional use permit?

Kim Hessey: The original design was per your RSF-4 standards, and when we requested a conditional use permit and met with the City of Fayetteville about bringing this back under current conditions, none of them liked the design. They requested we come up with something more unique.

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Alderman Petty: I can not vote for this. We have to draw the line somewhere. We drew that line at the city limits. It is presumptive to assume we are going to annex this in the future. There are people inside the city that do not have sewer access.

Alderman Kinion: The concern was, if there is a failure, it goes right into the creek where we have effluent of our east side plant and suddenly we have the concern on how to handle that. After touring it and looking at it extensively through the water and sewer committee, we did not want to take the risk of a failure of a system that's going to impact the affluent from the east side plant anyway. While we don't think this was a forward, well thought out development, it is there and it is going to be developed. We were not pleased about it but felt like it was the right thing to do.

Alderman Gray moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed 6-2. Alderman Long and Petty voting no.

Resolution 144-13 as recorded in the office of the City Clerk.

City Council Agenda Session Presentations: None

City Council Tour: None

Announcements:

Kit Williams: We have several people going to Municipal League this week. I thank you for going. I think it's a good thing to do.

Don Marr: Other announcements we have are that we are currently in National Adopt a Cat Month. Fees are waived for adoption of cats here in Fayetteville through June 22nd.

Fayetteville City Fire Department, the International Fire Department and EMS are joining together for Safety and Health Week, June 16-22 to focus on safety and health education.

The Fayetteville Transfer Station at the Solid Waste Division is closed for repairs. They are not accepting items to be dropped off at the transfer station this week through the 23rd. We hope to open next week.

The City of Fayetteville was awarded a FEMA Firefighter Assistance Grant for $120,736.00 for Urban Firefighter Gear.

I want to remind citizens that the Wheeler Brothers from Austin, Texas who were a part of our Gulley Park Concert Series was rescheduled for July 18th.

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We are a part of hosting the Air Race Classic. We have 47 teams of female aviators set to touch down this week at the Fayetteville Executive Airport. The race begins today in Washington. The final leg ends here in Fayetteville on Thursday and Friday.

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

Adjournment: 8:05 p.m.

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

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passed out at the July 2, 2013 City Council mtg.

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Alderman Justin Tennant**

FROM: **Kit Williams**, City Attorney

DATE: **June 19, 2013**

RE: **Waiving Permits for Fayetteville School Children**

Please see attached a proposed revision of §116.02 (I) which would waive permit requirements for all Fayetteville children through high school senior status in place of the more limited girl scout waiver. All girl scouts would probably be included in this school age children waiver so the girl scouts would not be adversely affected by this proposed change.

We could be attacked by limiting this waiver to "Fayetteville" children rather than all children on interstate commerce grounds. However, I believe using children for interstate commerce is inherently suspicious and questionable. Federal law already singles out minors transported across state lines for improper purposes as a problem. Thus, I think we would have good faith arguments why only local children should receive the waiver of a permit for door to door solicitation. I would doubt that any out of state peddler/solicitor would want to sue us over this.

Please let me know what you think about this change to (I)(2).

Exhibit A

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.

(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 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;

(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.*

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 Fayetteville children through high school senior status.*

(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) Fayetteville children through high school senior status must abide by the

restrictions found in (E)(2)(3)(4) and (8) but are otherwise exempt from the remainder of this section.

(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.

Revised 6/28/13
Emailed to Council

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY JAY STANLEY BAIRD, ROBERT N. AND LINDA J. CLAY, AND MCDONALD, LLC, NEEDED FOR WATER AND SEWER IMPROVEMENTS ALONG STATE HIGHWAY 16 NEAR THE WEST FORK OF THE WHITE RIVER BRIDGE

WHEREAS, the City of Fayetteville and certain property owners have been unable to agree on a fair price for the portions of property owned by each of them which is needed for easements to facilitate water and sewer improvements, and

WHEREAS, the City of Fayetteville needs to gain possession of these properties promptly in order to begin work on water and sewer improvements along State Highway 16 near the West Fork of the White River bridge.

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 authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property owned by Jay Stanley Baird that is needed for a water/sewer and temporary construction and grading easement for water and sewer improvements along State Highway 16 near the West Fork of the White River bridge, and to pay into the registry of the Circuit Court just compensation therefor.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property owned by Robert N. and Linda J. Clay that is needed for a water/sewer and temporary construction and grading easement for water and sewer improvements along State Highway 16 near the West Fork of the White River bridge, and to pay into the registry of the Circuit Court just compensation therefor.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property owned by McDonald, LLC that is needed for a water/sewer and temporary construction and grading easement for water and sewer improvements along State Highway 16 near the West Fork of the White River bridge, and to pay into the registry of the Circuit Court just compensation therefor.

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
July 02, 2013

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

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the June 18, 2013 City Council meeting minutes.

2. **Bid #13-31 General Construction Solutions, Inc.:** A resolution awarding Bid #13-31 and authorizing a contract with General Construction Solutions, Inc. in the amount of $71,980.00 for the construction of Improvements to Mount Sequoyah Gardens, and approving a project contingency of $7,198.00.

3. **American Society for the Prevention of Cruelty to Animals (ASPCA) Grant:** A resolution authorizing acceptance of an American Society for the Prevention of Cruelty to Animals (ASPCA) Grant in the amount of $2,500.00 for the purchase of dog food for the Ranger's Pantry Pet Food Bank, and approving a budget adjustment.

4. **Ranger's Pantry Pet Food Bank Donation Revenue:** A resolution approving a budget adjustment in the total amount of $651.00 representing citizen donation revenue for the Ranger's Pantry Pet Food Bank.

5. **2013 Curbside Value Partnership Recycling Marketing Grant:** A resolution authorizing acceptance of a 2013 Curbside Value Partnership Education Recycling Marketing Grant in the amount of $10,000.00, and approving a budget adjustment.

6. **2013 Keep America Beautiful/Waste Management Grant:** A resolution authorizing application for a 2013 Keep America Beautiful/Waste Management Grant in the amount of $10,000.00.

7. **Assistance to Firefighters Grant:** A resolution authorizing acceptance of an Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of $120,736.00, and approving a budget adjustment.

8. **Meadow Street Municipal Parking Deck Revenue:** A resolution approving a budget adjustment in the total amount of $8,000.00 to recognize additional revenue generated through operation of the Meadow Street Municipal Parking Deck.

B. Unfinished Business will be added to the Final Agenda.

C. Public Hearing:

1. **Highway 16 East Condemnation:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by Jay Stanley Baird, Robert N. and Linda J. Clay, McDonald, LLC, and Turn-Key Homes of Northwest Arkansas, LLC, needed for water and sewer improvements along State Highway 16 near the West Fork of the White River Bridge.

D. New Business:

1. **Bid #13-33 ARCO Excavation and Paving, Inc.:** A resolution awarding Bid #13-33 and authorizing a contract with ARCO Excavation and Paving, Inc. in the amount of $434,945.00 for the demolition of the foundation and concrete slab at the former Tyson Building on Huntsville Road, approving a project contingency of $43,000.00, and approving a budget adjustment.

2. **RZN 13-4384 (1315 N. Rupple Rd./Leisure Homes):** An ordinance rezoning the property described in rezoning petition RZN 13-4384, for approximately 6.89 acres, located at 1315 North Rupple Road from RSF-7, Residential Single-Family, 7 units per acre, to RSF-8, Residential Single-Family, 8 units per acre and RMF-12, Residential Multi-Family, 12 units per acre.

3. **VAC 13-4385 (867 N. College Ave./Pine Tree/Beacon Flats:** An ordinance approving VAC 13-4385 submitted by Civil Design Engineering for property located at 867 North College Avenue to vacate two utility easements, a total of 2,489 square feet.

4. **Amend §97.070 Recreational Activities:** An ordinance to amend §97.070 Recreational Activities at Lakes Fayetteville, Sequoyah and Wilson of the Fayetteville Code to allow extended hours, reduced fees for Veterans and other changes.

5. **U of A West Lease Agreement:** A resolution approving a lease agreement with the University of Arkansas for City operation of the University's West Annex parking lot as a revenue producing off-street parking lot upon adoption and inclusion of the lot within the Dickson Street Entertainment District.

6. **Amend §72.58 Off-Street Parking Facilities; Rules and Rates:** An ordinance to amend §72.58 Off-Street Parking Facilities; Rules and Rates (H) City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone of the Fayetteville code to add the West Annex Parking Lot 53 located at 346 West Avenue leased from the University of Arkansas and to approve a budget adjustment.

7. **Amend Chapter 72:** An ordinance to amend several sections of Chapter 72 Parking Regulations of the Code of Fayetteville to clarify parking districts, enforcement times and fines.

E. City Council Agenda Session Presentations:

F. City Council Tour:

G. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

> **Agenda additions.** A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.
>
> **Consent Agenda.** Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.
>
> **Old business and new business.**
>
> > **Presentations by staff and applicants.** Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.
> >
> > **Public comments.** Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.
>
> **Courtesy and respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

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

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
City Council Meeting Date
Agenda Items Only

Carole Jones	Park Planning	Parks
Submitted By	**Division**	**Department**

Action Required:

Staff recommends a resolution approving Bid #13-31 between the City of Fayetteville and General Construction Solutions, Inc. in an amount of $71,980 with a 10% project contingency of $7,198 for a total project cost of $79,178 for the Construction of Mt. Sequoyah Gardens Improvements.

$79,178.00	$ 111,790.00	Mt. Sequoyah Gardens Improvements
Cost of this request	Category / Project Budget	Program Category / Project Name
2250.9255.5315.00	$ 17,732.00	Mt. Sequoyah Gardens Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02013.1202	$ 94,058.00	Parks Development
Project Number	Remaining Balance	Fund Name

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

Department Director — Date: 6-11-13

City Attorney — Date: 6-12-13

Finance and Internal Services Director — Date: 6-12-2013

Chief of Staff — Date: 6-13-13

Mayor — Date: 6/13/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 2013-06-12 A07:18 RCVD

Received in Mayor's Office ENTERED 6/12/13 BRP

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

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

From: Carole Jones, Park Planner II

Date: June 11, 2013

Subject: **Bid #13-31, Construction - Mt. Sequoyah Gardens Improvements**
Agenda Request for July 2, 2013 Meeting

PROPOSAL:

Mount Sequoyah Gardens, consisting of three acres, is classified as a neighborhood park and serves the adjacent neighborhoods. Approximately 900 homes are located in a ½-mile radius of the park ultimately serving an estimated 1,960 Fayetteville residents. The park is located in Fayetteville's southeast quadrant along Summit Avenue. Mount Sequoyah Gardens overlooks the city from the west slope of Mount Sequoyah and offers passive and active recreational activities in an open space with stunning views of the city. The elevation is 1,590 feet at the top of the park property.

The site is the former location of an abandoned water treatment facility and water storage tank. In January 1998, several residents of the Mount Sequoyah area urged the Fayetteville Parks and Recreation Advisory Board to develop a park at the site. At that time, Walker Park, a community park located in south Fayetteville along Arkansas Highway 16, was the closest city park. On August 4, 1998, the City Council passed a resolution establishing and dedicating the site as a city park to preserve and enhance the panoramic views of the City of Fayetteville and the surrounding mountains. Citizens have requested a lookout in addition to accessible parking at Mount Sequoyah Gardens for many years.

Staff designed a master plan for the park in 2012 and presented it to the Parks and Recreation Advisory Board. The board approved the plan on July 2, 2012. The project includes the replacement of an existing asphalt roadway/access drive, installation of a pre-engineered arbor, and the construction of a concrete and native stone structure slab, an 18-inch native stone seat wall, a colored concrete apron, ADA accessible parking, connecting sidewalks, tree planting and associated site work. This project was approved as part of the 2013 CIP.

The project was advertised on May 22 and 29, and bids were opened on June 11, 2013 at 2:00 PM. Two vendors including General Construction Solutions, Inc. and Diamond C Construction submitted bids. General Construction Solutions, Inc. was the low bid in the amount of $71,980. (See attached bid tabulation sheet.) The signed contract will be submitted for the final agenda packet. If approved, the construction of the project is anticipated to begin in August and be completed in November 2013.

RECOMMENDATION:
Staff recommends a resolution approving Bid #13-31 between the City of Fayetteville and General Construction Solutions, Inc. in an amount of $71,980 with a 10% project contingency of $7,198 for a total project cost of $79,178 for the Construction of Mt. Sequoyah Gardens Improvements.

BUDGET IMPACT:
This project is funded with Parks Development Funds. The cost of $79,178 is accounted for in project number 02013.1202 - Mt. Sequoyah Gardens Improvements.

Attachments:
Staff Review Form
Bid Submittal – General Construction Solutions, Inc.
Certified Bid Tabulation
Agreement Signed by Contractor
Purchase Requisition
Site Plan

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-31 AND AUTHORIZING A CONTRACT WITH GENERAL CONSTRUCTION SOLUTIONS, INC. IN THE AMOUNT OF $71,980.00 FOR THE CONSTRUCTION OF IMPROVEMENTS TO MOUNT SEQUOYAH GARDENS, AND APPROVING A PROJECT CONTINGENCY OF $7,198.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-31 and authorizes a contract with General Construction Solutions, Inc. in the amount of $71,980.00 for the construction of improvements to Mount Sequoyah Gardens, and additionally approves a project contingency of $7,198.00.

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS

Project Check List

Bid 13-31, Construction - Mt. Sequoyah Gardens Improvements

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

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

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

CONTRACTOR NAME: General Construction Solutions, Inc.

ARKANSAS CONTRACTOR'S LICENSE #: 021455041 4

BID BOND
(Percentage)

Bond No. 61710216

KNOW ALL PERSONS BY THESE PRESENTS, That we General Construction Solutions, Inc. of 1951 Electric Ave, Springdale, AR 72764, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY as Surety, are held and firmly bound unto City of City of Fayetteville, hereinafter referred to as the Obligee, in the amount of Five Percent of the Amount Bid (5%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Mt. Sequoyah Gardens Improvements, Replacement of Existing Roadway Access Drive, Installation of Pre-Engineered Arbor Structure Et Al 5%.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 11th day of June, 2013.

Principal

General Construction Solutions, Inc.

BY: [signature]

Surety

WESTERN SURETY COMPANY

BY: [signature]
Raymond Joseph Davis, Attorney-in-Fact

WESTERN SURETY COMPANY ★ SOUTH DAKOTA ★ CORPORATE SEAL

Form F4595-8-2001

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 61710216

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Raymond Joseph Davis

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: General Construction Solutions, Inc.

Obligee: City of City of Fayetteville

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of September 9th, 2013, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 11th day of June, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 11th day of June, in the year 2013, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires August 11, 2016

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 11th day of June, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

Form F5306-8-2012

ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)

STATE OF Arkansas
COUNTY OF Washington } ss

Bond No. 61710216

On this 11th day of June, 2013, before me, a notary public in and for said County, personally appeared Raymond Joseph Davis to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Raymond Joseph Davis acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at 1951 Electric Ave Springdale, AR 72764, _____, the day and year last above written.

My commission expires
March 15, 2020

Damona Horton
Notary Public

Form 106-4-2000

DAMONA HORTON
MY COMMISSION # 12374995
EXPIRES: March 15, 2020
Washington County

Bid 13-31, Addendum 1

Fayetteville
ARKANSAS

Date: Tuesday, June 4, 2013

To: All Prospective Vendors

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

RE: Bid 13-31, Construction – Mt. Sequoyah Gardens Improvements

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This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

- **Bid 13-31 has the following modifications and clarifications:**

1.) Attached are the minutes and sign-in sheet from the pre-bid meeting that was held on May 31, 2013.

2.) REFER TO SHEET 7 (OVERLOOK LAYOUT PLAN AND DETAILS):
   2.1. Details 1 and 2 for Sections A-A' and B-B', respectively: The Class 7 base shall be compacted to 95% Modified Proctor Density INSTEAD of Standard Proctor Density.

3.) REFER TO SHEET 12 (DETAILS SD4):
   3.1 Detail 2 for Residential Driveway Approach: The note for the modified curb on the plan view shall refer to Sheet 11 INSTEAD of Sheet 10.
   3.2 Detail 3 for Driveway Apron with Thickened Edge: The 4 inches minimum of Class 7 base under the thickened edge and the 6 inches minimum of Class 7 base under the apron shall both be compacted to 95% Modified Proctor Density.

Acknowledge Addendum #1:

Printed Name: Wes Taylor

Signature: J. Wesley Taylor

Title: President Date: 6/11/13

Company: General Construction Solutions Inc.

Telecommunications Device for the Deaf TDD (479) 521-1316

113 West Mountain - Fayetteville, AR 72701

Bid 13-31, Addendum 2

Fayetteville
ARKANSAS

Date: Friday, June 7, 2013

To: All Prospective Vendors

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

RE: Bid 13-31, Construction – Mt. Sequoyah Gardens Improvements

---

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

- **Bid 13-31 has the following modifications and clarifications:**

1.) Fly ash may be used as a partial replacement for Type I cement, not exceeding 20% by weight per AHTD 2003 Standard Specification for Highway Construction Division 500 Section 501.

2.) Specification Section 03 30 53 Cast in Place Concrete Part 3.7.C shall read as follows:

C. Water/Cement Ratio:

1. Concrete subject to freezing and thawing: Maximum water/cement ratio of 0.50, 3,500 psi at 28 days or more.

Acknowledge Addendum #2:

Printed Name: Wes Taylor

Signature: J. Wes Taylor

Title: President Date: 6/11/13

Company: General Construction Solutions, Inc.

Section 00 41 13

BID FORM

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Amount
1	1	*Lump Sum*	**Mobilization - *(shall not exceed 5% of total bid)***		
THREE THOUSAND dollars (amount written in words)				$(in figures)/L.S.	$ 3,000.00 (in figures)
2	1	*Lump Sum*	**Bonds and insurance**		
THREE THOUSAND dollars (amount written in words)				$(in figures)/L.S.	$ 3,000.00 (in figures)
3	1	*Lump Sum*	**Demolition, removal and disposal of approx. 550 CF of existing asphalt driveway and approx. 1,915 CF of existing base**		
FIVE THOUSAND FOUR HUNDRED SIXTY dollars (amount written in words)				$(in figures)/L.S.	$ 5,460.00 (in figures)
4	1	*Lump Sum*	**Site preparation - including tree protection fencing, tree planking, straw wattle, straw bales and concrete washout**		
FIVE THOUSAND EIGHT HUNDRED FIFTY dollars (amount written in words)				$(in figures)/L.S.	$ 5850.00 (in figures)
5	185	*Linear Feet*	**1-1/4-inch Sch. 40 electrical conduit for future lighting - complete in place**		
TWO THOUSAND SIXTY dollars (amount written in words)				$(in figures)/L.F.	$ 2060.00 (in figures)
6	60	*Cubic Yards*	**Unclassified excavation**		
NINE HUNDRED SEVENTY FIVE dollars (amount written in words)				$(in figures)/C.Y.	$ 975.00 (in figures)
7	70	*Cubic Yards*	**Imported hillside**		
ONE THOUSAND EIGHT HUNDRED EIGHTY FIVE dollars (amount written in words)				$(in figures)/C.Y.	$ 1885.00 (in figures)
8	185	*Tons*	**Class 7 base**		
SEVEN THOUSAND TWO HUNDRED FIFTEEN dollars (amount written in words)				$(in figures)/TON	$ 7215.00 (in figures)
9	60	*Square Yards*	**Five-foot wide fiber reinforced concrete sidewalk (4-inch thickness)**		
THREE THOUSAND FOUR HUNDRED SIXTY dollars (amount written in words)				$(in figures)/S.Y.	$ 3460.00 (in figures)
10	25	*Square Yards*	**Concrete arbor slab (5-inch thickness)**		
THREE THOUSAND FOUR HUNDRE THIRTY FIVE dollars (amount written in words)				$(in figures)/S.Y.	$ 3435.00 (in figures)

This bid form continues on the next page...

BID FORM Continued

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Amount
11	215	*Square Feet*	**Native flagstone for arbor slab**	$( )/S.F.	$ 2095.00
	TWO THOUSAND NINETY FIVE dollars			in figures	in figures
	amount written in words				
12	32	*Linear Feet*	**Native stone wall (16-inch x 18-inch)**	$( )/L.F.	$ 5990.00
	FIVE THOUSAND NINE HUNDRED NINETY dollars			in figures	in figures
	amount written in words				
13	20	*Square Yards*	**Colored concrete apron**	$( )/S.Y.	$ 2855.00
	TWO THOUSAND EIGHT HUNDRED FIFTY FIVE dollars			in figures	in figures
	amount written in words				
14	1	*Lump Sum*	**Installation of pre-engineered arbor (provided by others) - complete in place per details**	$( )/L.S.	$ 5160.00
	FIVE THOUSAND ONE HUNDRED SIXTY dollars			in figures	in figures
	amount written in words				
15	75	*Square Yards*	**18-inch concrete flush curb (6-inch thickness)**	$( )/S.Y.	$ 3780.00
	THREE THOUSAND SEVEN HUNDRED EIGHTY dollars			in figures	in figures
	amount written in words				
16	370	*Square Feet*	**6-inch concrete residential driveway approach - complete in place per details**	$( )/S.F.	$ 1860.00
	ONE THOUSAND EIGHT HUNDRED SIXTY dollars			in figures	in figures
	amount written in words				
17	320	*Square Yards*	**3-inch asphalt**	$( )/S.Y.	$ 5400.00
	FIVE THOUSAND FOUR HUNDRED dollars			in figures	in figures
	amount written in words				
18	160	*Square Feet*	**6-inch concrete apron at north end of drive - complete in place per details**	$( )/S.F.	$ 525.00
	FIVE HUNDRED TWENTY FIVE dollars			in figures	in figures
	amount written in words				
19	105	*Linear Feet*	**6-inch standard concrete curb and gutter**	$( )/L.F.	$ 1295.00
	ONE THOUSAND TWO HUNDRED NINETY FIVE dollars			in figures	in figures
	amount written in words				
20	1	*Lump Sum*	**Parking striping and ADA symbol**	$( )/L.S.	$ 300.00
	THREE HUNDRED dollars			in figures	in figures
	amount written in words				
21	1	*Each*	**Bicycle rack - complete in place per details**	$( )/EA.	$ 975.00
	NINE HUNDRED SEVENTY FIVE dollars			in figures	in figures
	amount written in words				

This bid form continues on the next page...

BID FORM Continued

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Amount
22	6	*Each*	**Trees - complete in place per details including water**	$( )/EA.	$ 2250.00
			TWO THOUSAND TWO HUNDRED FIFTY dollars (amount written in words)	(in figures)	(in figures)
23	1,225	*Square Feet*	**Site restoration - including 4-inch depth topsoil, wildflower seed, straw and water**	$( )/S.F.	$ 1165.00
			ONE THOUSAND ONE HUNDRED SIXTY FIVE dollars (amount written in words)	(in figures)	(in figures)
24	1,035	*Square Feet*	**Site restoration - including 4-inch depth topsoil, buffalo grass seed, straw and water**	$( )/S.F.	$ 1990.00
			ONE THOUSAND NINE HUNDRED NINETY dollars (amount written in words)	(in figures)	(in figures)

TOTAL BID
SEVENTY ONE THOUSAND NINE HUNDRED EIGHTY dollars (amount written in words) $ 71,980.00 (in figures)

DEDUCTIVE ALTERNATES

The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.

D1	215	*Square Feet*	**Native flagstone for arbor slab**	$( )/S.F.	$ 2095.00
			TWO THOUSAND NINETY FIVE dollars (amount written in words)	(in figures)	(in figures)
D2	6	*Each*	**Trees - complete in place per details including water**	$( )/EA.	$ 2250.00
			TWO THOUSAND TWO HUNDRED FIFTY dollars (amount written in words)	(in figures)	(in figures)
D3	1,035	*Square Feet*	**Site restoration - including 4-inch depth topsoil, buffalo grass seed, straw and water**	$( )/S.F.	$ 1990.00
			ONE THOUSAND NINE HUNDRED NINETY dollars (amount written in words)	(in figures)	(in figures)

TOTAL DEDUCTIVE ALTERNATE BID
SIX THOUSAND THREE HUNDRED THIRTY FIVE dollars (amount written in words) $ 6335.00 (in figures)

This bid form continues on the next page...

BID FORM Continued

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Amount

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

Bidder understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding.

Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

Firm Name: General Construction Solutions, Inc.

By: J. Wesley Taylor J. Wesley Taylor

Address: 1951 Electric Ave.

City: Springdale State: Ar

** Arkansas State Contractor's License Number: 0214550414

**** A Contractor's License is required to bid this project. This project requires a five (5) percent bid bond at time of bid opening. After contract award, a one hundred (100) percent performance and payment bond is required along with proof of insurance before construction begins.**

****NOTICE: BIDDERS ARE REQUIRED TO PROVIDE PRICING FOR ALL LINE ITEMS. FAILURE TO PROVIDE DEDUCTIVE ALTERNATE PRICING CAN RESULT IN BID BEING REJECTED.**

**THE CITY WILL AWARD THIS CONTRACT TO THE LOWEST QUALIFIED RESPONSIVE RESPONSIBLE BIDDER BASED ON THE LUMP SUM BID AS LONG AS SUCH BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJECT PLUS 25%.

IN THE EVENT NO BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJCET, PLUS 25%, THE CITY WILL UTILIZE THE DEDUCTIVE ALTERNATES IN ORDER UNTIL BIDS CAN BE COMPARED WITHIN THE AMOUNT CERTIFIED, PLUS 25%.

IN THE EVENT ALL DEDUCTIVE ALTERNATES ARE SUBTRACTED AND NO BID FALLS WITHIN THE AMOUNT CERTIFIED, PLUS 25%, ALL BIDS SHALL BE REJECTED.

End of Section 00 41 13

City of Fayetteville
Bid 13-31, Construction - Mt. Sequoyah Gardens Improvements

Certification of Debarment – THIS FORM NEEDS TO BE SUBMITTED WITH EVERY BID

ATTENTION: Please submit this form with your bid.

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

Debarment:

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

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

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

NAME: J. Wesley Taylor

COMPANY: General Construction Solutions, Inc.

PHYSICAL ADDRESS: 1951 Electric Ave., Springdale, AR 72764

MAILING ADDRESS: 1951 Electric Ave., Springdale, AR 72764

PHONE: (479) 751-8868 FAX: (479) 751-7650

EMAIL: wtaylor@gsgnwa.com

SIGNATURE: J. Wesley Taylor

DATE: 6-11-13

Section 00 41 18

VENDOR REFERENCES

Bid #13-31, Construction - Mt. Sequoyah Gardens Improvements

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

COMPANY NAME: General Construction Solutions, Inc.

BUSINESS ADDRESS: 1951 Electric Ave., Springdale, AR 72764

NUMBER OF YEARS IN BUSINESS: 3 yrs HOW LONG IN PRESENT LOCATION: 3 yrs

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

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

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

1.	2.
COMPANY NAME	COMPANY NAME
CITY, STATE, ZIP	CITY, STATE, ZIP
CONTACT PERSON	CONTACT PERSON
TELEPHONE	TELEPHONE
DATE COMPLETED	DATE COMPLETED
E-MAIL ADDRESS	E-MAIL ADDRESS

Bid #13-31, Construction - Mt. Sequoyah Gardens Improvements
Vendor References Continued

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

General Solutions Group

General Construction Solutions, Inc.
1951 Electric Avenue
Springdale, AR 72764
Phone: 479-751-8868
Fax: 479-751-7650
www.gsgnwa.com

Client References:

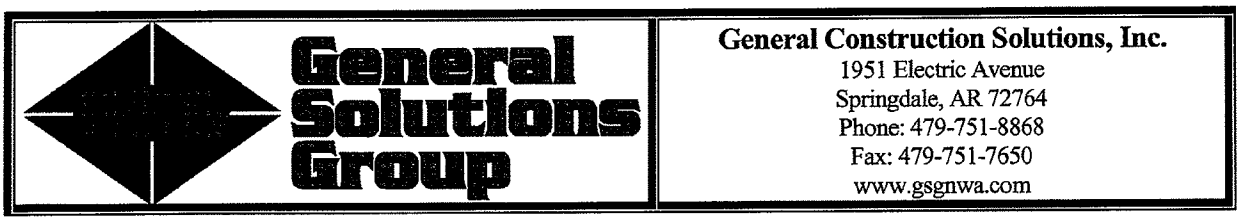
Farmington Board of Education
42 S. Double Springs Rd.
Farmington, AR 72730
Bryan Law, Assistant Principle, Cell#: 479-387-7416, Email: blaw@farmcards.org
Reggie Higgs, Director of Maintenance Cell#: 479-790-6917
Job 1010 Sidewalks and Sign Improvements 8/2011 $44,081.00
Job 1011 Courtyard 10/2011 $14,100.00
Job 1012 Sidewalks 10/2011 $15,900.00

City of Springdale-Arvest Ballpark NWA Naturals
P.O. Box 6817
Springdale, AR 72766
George Sisson, NWA Naturals Former Director of Stadium Operations
Cell: 716-640-3041
Email:
Job 1002 Wiffle Ball Field 3/2011 $11,832.50
Job 1003 Concrete Slab 3/2011 $17,980.00
Job 1015 Catch Base 12/2011 $550.00
Job 1018 Main Concourse 2/12 $19,950.00

Oelke Construction Company
15931 Serenity Pt. Lane
Rogers, AR 72756
Tim Oelke, Owner Cell#: 479-616-2440 Email: tim@oelkeconstruction.org
Job 1014 Wal-Mart 11/2011 $18,290.00
(Oelke Construction, contractor and GCS subcontractor)

Bella Vista Townhouse Association
PO Box 5301
Bella Vista, AR 72714
David Whittlesey
(479) 855-9328
Job 1020 Nantucket Retaining Wall 3/2012 $34,179.96
Job 1024 Nantucket 2 – Drainage 3/2012 $9,257.59

City of Rogers
301 Chestnut Street
Rogers, AR 72756
Steve Glass, Director of Transportation (479) 644-9452
Job 1023 Blossom Way Trail 6/2012 $98,025.00



General Construction Solutions, Inc.
1951 Electric Avenue
Springdale, AR 72764
Phone: 479-751-8868
Fax: 479-751-7650
www.gsgnwa.com

Springdale Water & Sewer Division
PO Box 769
Springdale, AR 72765
Rick Pulvirenti, Engineer (479) 601-4012
Leonard Gabbard, Engineer (479) 409-9259
Job 1022 Hwy 265 Water Line Relocation 6/2012 $95,604.85

Arkansas Department of Parks & Tourism
1 Capitol Mall
Little Rock, AR
Alfredo Ordonez, Engineer (501) 537-9875 alfredo.ordonez@arkansas.gov
Marshall Ray, Inspector (501) 690-3936
Job 1026 Withrow Springs State Park – Flood Damage Repairs 6/2012 $111,884.04

Swanson's Welding & Fabrication
1921 Ford Ave.
Springdale, Arkansas 72764
Robert Swanson, President, Cell#: 479-422-0474, Email: robert@swansonswelding.com
Hayzen Guynn, Tyson Foods Cell#: 479-856-1733, Email: Hayzen.guynn@tyson.com
Brad Walker, Tyson Foods Cell#: 479-422-1306, Email: brad.walker@tyson.com
Job # 1028 thru 1056 Tyson Mexican Org. Grading & Concrete 8/2012 $368,105.00

Commerce Construction Company, Inc.
695 North 40th Street
Springdale, AR 72762
Steve Marshall, Project Manager, Cell#: 479-871-6928, Email: steve@ccinwa.com
Job 1047 Parkhill Clinic at Premier, Site work & parking lot 11/2012 $125,230.00
Job 1064 Jungle Teeth, LLC, Demo/Site work, Bldg Demo 2/2013 $11,415.00

Rolling Hills Baptist Church
1400 E Rolling Hills Drive
Fayetteville, AR 72701
Phillip Hadfield, Architect, (479) 444-8283 hadfieldphil@gmail.com
Al Vaughn – Cell#: 479-466-7226
Job 1057 – Canopy, Service ramp with handrail 3/2013 $51,170.00

Rabb's Construction. LLC
224 South Main Street
Monticello, AR 71655
Ward Rabb (870) 367-6905 ward@rabbsconstruction.com
Job 1065 – Atwoods- Lowell, AR
Site Utilities:$83,087.07 - Concrete:$790,250.00

Section 00 51 00

NOTICE OF AWARD

TO: _____ Date: _____

PROJECT DESCRIPTION: ***Construction - Mt. Sequoyah Gardens Improvements***

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2013 and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of:

$_____

You are required by the Instructions to Bidders to execute the Contract and furnish **TWO (2) original** CONTRACTOR'S Performance BOND, Payment BOND, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

Refer to the Instructions to Bidders section 00 21 13 for timing. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Carole Jones, PE
Park Planner II

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by_____ this the _____ day of _____, **2013.**

By: _____

Title: _____

City of Fayetteville
Bid 13-31, Construction - Mt. Sequoyah Gardens Improvements
Statement of Disclosure (please submit with Bid)

ATTENTION: Please submit this form with your bid.

DISCLOSURE STATEMENT:

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

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

✓ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain)

_____

_____

_____

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID:

1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and

2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

J. Wesley Taylor
Printed Name

J. Wesley Taylor
Signed

Fayetteville
ARKANSAS

BID: 13-31
DATE: 06/11/13
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 13-31, Construction - Mt. Sequoyah Gardens Improvements

	BIDDER		TOTAL COST
1	Diamond C Construction Company	$	89,804.01
2	General Construction Solutions, Inc.	$	71,980.00

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

CERTIFIED: PVice — P. VICE, PURCH MGR

Julie Paladino — WITNESS

06/11/13 — DATE

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:

Date: 7/2/2013

P.O Number:

Expected Delivery Date:

Vendor #:

Vendor Name: **General Construction Solutions, Inc.**

Mail Yes:__ No:____

Address: **1951 Electric Avenue**

Fob Point:

Taxable Yes: x No:____

Quotes Attached Yes:____ No:____

City: **Springdale**

State: **AR**

Zip Code: **72764**

Ship to code:

Divison Head Approval: Alan Dumper

Requester: **Carole Jones**

Requester's Employee #: **3003**

Extension: **472**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	**Construction - Mt. Sequoyah Gardens Improvements Per Bid # 13-31**	**1**	**Lot**	**$71,980.00**	**$71,980.00**	**2250.9255.5315.00**	**02013.1202**		
2									
3									
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
*	Shipping/Handling		Lot		**$0.00**				

Special Instructions:

Tax is included in the contract price.

Subtotal: **$71,980.00**

Tax:

Total: **$71,980.00**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

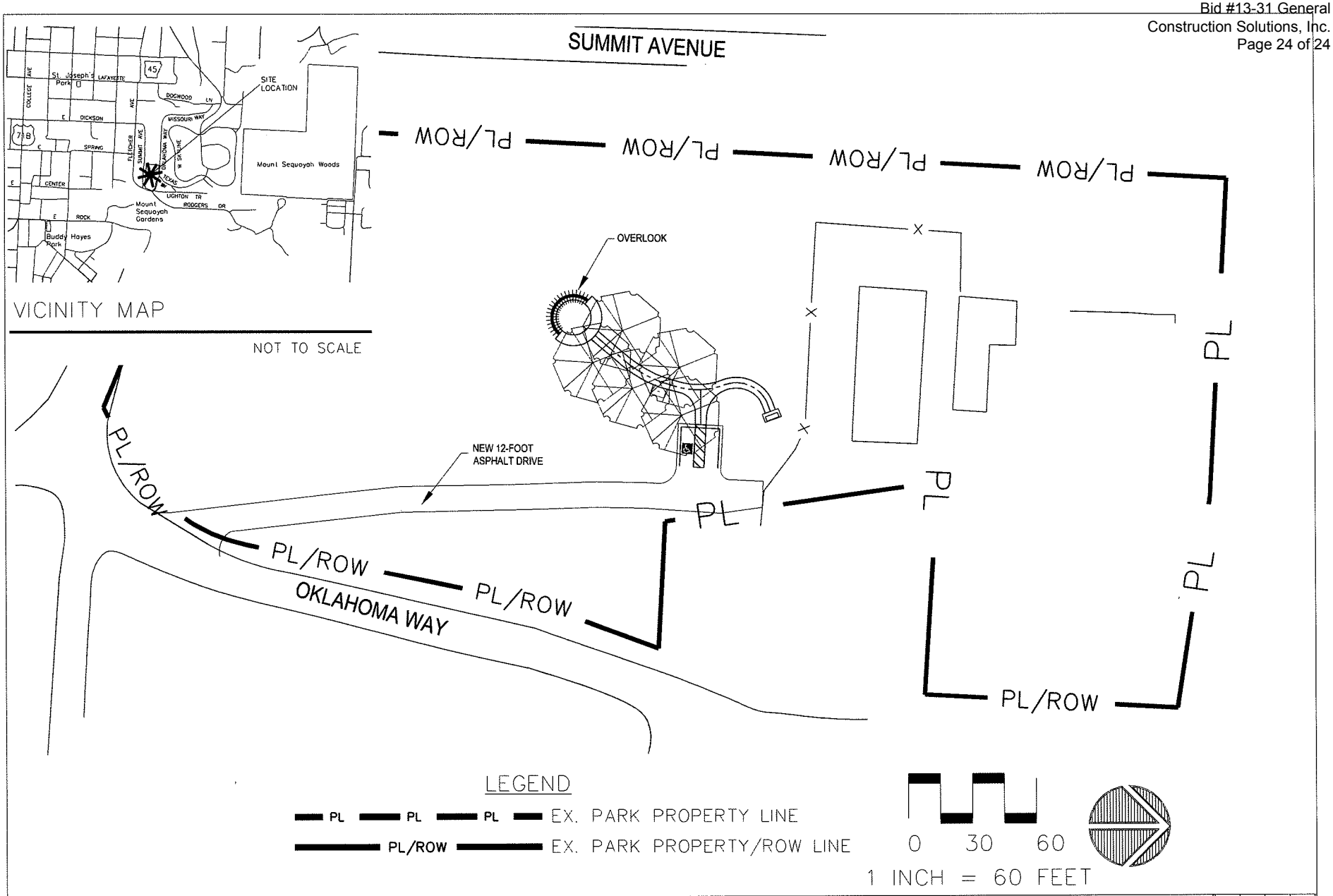
IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008



PROJECT: CITY COUNCIL	SHEET: 1	DATE: JULY 2, 2013	Fayetteville ARKANSAS	PARK PLANNING DIVISION 1455 S. HAPPY HOLLOW ROAD PHONE NO: (479) 444-3471 FAX NO: (479) 521-7714	REVISED	TITLE: **MT. SEQUOYAH GARDENS** **SITE PLAN**

FILE NAME: Mt Seq Gardens Improvements.dwg
DESIGNED BY: CJ
DRAWN BY: CJ
SURVEYED BY: COF

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

7-2-13 cd
City Council Meeting Date
Agenda Items Only

Yolanda Fields	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of the ASPCA award in the amount of $2500 for the purchase of dog food for Ranger's Patry Pet Food Bank and a budget adjustment to recognize the funds.

	$ 2,500.00	
Cost of this request	Category / Project Budget	Program Category / Project Name
2180.4945.5390.01	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
32003.1201	$ 2,500.00	Community Services
Project Number	Remaining Balance	Fund Name

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

Department Director — Date: 06.07.2013

City Attorney — Date: 6-7-13

Finance and Internal Services Director — Date: 6-10-2013

Chief of Staff — Date: 6-11-13

Mayor — Date: 6/18/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 06-07-13P03:14 RCVD

Received in Mayor's Office ENTERED 6/10/13

Staff recommends approval of the Budget Adjustment.

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development

From: Yolanda Fields, Dir. Community Services

Date: June 5, 2013

Subject: ASPCA Award for Ranger's Pantry Pet Food Bank

PROPOSAL:

In February of 2013 the Community Services Division submitted a Grant Request to the ASPCA. The ASPCA granted the requested $2500 for Ranger's Pantry to purchase dog food on April 19. The Application and Grant Award Letter are attached.

RECOMMENDATION:

Staff recommends approval of the award and the attached budget adjustment.

BUDGET IMPACT:

$2500 increase to Community Services Outreach account.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF AN AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA) GRANT IN THE AMOUNT OF $2,500.00 FOR THE PURCHASE OF DOG FOOD FOR THE RANGER'S PANTRY PET FOOD BANK, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of an American Society for the Prevention of Cruelty to Animals (ASPCA) grant in the amount of $2,500.00 for the purchase of dog food for the Ranger's Pantry Pet Food Bank.

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

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Community Services Department: Development Services	6/5/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

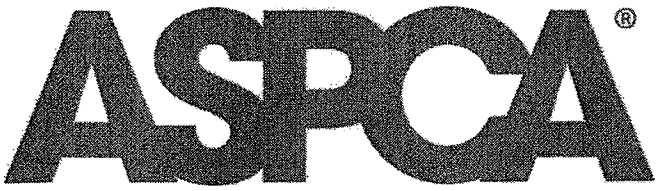
Increase Community Services Outreach account by $2500 to recognize ASPCA funding for Ranger's Pantry Pet Food Bank.

Division Head	6/7/13 Date	Prepared By:	Sondra Dailey
Budget Director	Date	Reference:	*rafields*
Department Director	06.07.2013 Date	Budget & Research Use Only	
Finance Director	6-10-2013 Date	Type:	A B C D E P
Chief of Staff	6-11-13 Date	General Ledger Date	
Mayor	6/17/13 Date	Posted to General Ledger	Initial Date
		Checked / Verified	Initial Date

TOTAL BUDGET ADJUSTMENT 2,500 2,500

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Community Outreach Projs	2180.4945.5390.01	EX	2,500	-	32003 . 1201
Donations	2180.0918.4809.00	RE	-	2,500	32003 . 1201
					.
					.

EXHIBIT
A



GRANT AGREEMENT REFERENCE:

NAME: **City of Fayetteville Community Services Division - Animal Services Program**
PROJECT: **Ranger's Pantry Pet Food Bank for Low Income Families**
AMOUNT: **$2,500.00**
GRANT NUMBER: **2013-0795**
GRANT TERM: **April 19, 2013 - April 19, 2014**
ASPCA GRANT OFFICER: **Lou Guyton**

GRANT ACCOUNT LOGIN: **https://www.grantrequest.com/SID_900?SA=AM**

April 19, 2013

Mr. Kyle Belt
City of Fayetteville Community Services Division - Animal Services Program
1640 S Armstrong
Fayetteville, AR 72701

Dear Mr. Belt,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to City of Fayetteville Community Services Division - Animal Services Program (the "Grantee," and together with the ASPCA, the "parties" and each a "party") the amount of $2,500.00 (the "Grant"). These funds are designated for the purpose set forth below and as outlined in your grant request and as further described in this agreement (this "Agreement") and, if applicable, its amendments: Ranger's Pantry Pet Food Bank for Low Income Families (the "Project").

Unless otherwise noted in the payment schedule below, the ASPCA shall pay the grant to the Grantee approximately two to six weeks following receipt of your online acknowledgement of this Agreement. By endorsing and depositing the Grant check, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the "Effective Date"):

1. Grantee Requirements.

Type	Notes	Schedule Date

Acknowledgement of Award Letter		May 20, 2013
Grant Recognition		July 19, 2013
Progress Report		October 18, 2013
Final Report		April 21, 2014
Financial Report/Receipts		April 21, 2014
Photographs		April 21, 2014
Press Information		April 21, 2014

The Grantee shall communicate with Lou Guyton (lou.guyton@aspca.org) (the "ASPCA Grant Officer") according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds. (Grant Agreement acknowledgements are required and should be made online by accessing your ASPCA Grants account*; formal letters of acknowledgement and thank you letters are optional and should be mailed or emailed to your ASPCA Grant Officer.)

*** Requirements must be submitted through your ASPCA Grants account at: https://www.grantrequest.com/SID_900?SA=AM**

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at http://www.aspcapro.org/grant-reporting-requirements.php

You are required to provide additional information relating to this Grant upon the ASPCA's request. Such additional information may include but is not limited to: receipts (up to three years after the Grant end date), photographs, and press information. In addition, you are required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and the Grantee. The ASPCA will provide you with reasonable notice of any such request unless otherwise mutually agreed upon.

You may submit requirements upon completion at any point during the grant term. Organizations that fail to submit required documentation in a timely manner may jeopardize future grants and/or grant payments. Should you need a due date extension, please forward your request, prior to the due date, to lou.guyton@aspca.org with the requirement type (e.g. Final Report, Financial Report, etc.), an explanation for your request (including the reason for the anticipated delay) and your preferred new due date.

2. <u>Use of Grant Funds</u>. The ASPCA shall pay the Grant to the Grantee according to the following schedule:

Payment Number	Total # of Payments	Approximate Schedule Date	Amount
1	1	May 19, 2013	$2,500

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA ("Ranger's Pantry Pet Food Bank for Low Income Families"). The Project shall also include the following: .

The Grantee acknowledges and agrees that the grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

The Grantee hereby grants to the ASPCA a license to use the Grantee's name and trademarks on materials directly related to the activities of the Project and/or the Grant. The Grantee Key Contact is Mr. Kyle Belt (the "Grantee Key Contact"), and the Grantee Key Contact shall communicate with Lou Guyton (lou.guyton@aspca.org) monthly to review and evaluate the progress of the Project.

3. Acknowledgment of ASPCA Support. In consideration of the grant, the Grantee shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA in all "Project Materials." "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. The Grantee shall submit the Project Materials for review and approval by the ASPCA Grant Officer prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Grantee without the prior written approval of the ASPCA Grant Officer. The ASPCA hereby grants to the Grantee a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA's involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

Two jpegs of the ASPCA logo are embedded below for your cut-and-paste use on your website or other collateral. Instructions regarding links to the ASPCA's website can be found at this URL: www.aspca.org/about-us/legal-information/link-to-us.html. Link banners can be found via this URL: http://www.aspca.org/Home/About-Us/Free-ASPCA-Stuff/grantee-badges.

For assistance regarding recognition of your Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at press@aspca.org. A suggested press release template is provided as Schedule 2 as a helpful guide. Social media tips are also provided on Schedule 3.

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A GRANT FROM THE ASPCA®

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ASPCA®

4. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with generally accepted accounting principles and business practices. The Grantee will maintain its books and records in such a manner that the receipts and expenditures of the Grant funds will be shown separately on such books and records in any easily checked form. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

5. Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations. If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

(a) If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
(b) In the case of any violation by the Grantee of the terms and conditions of this Agreement;
(c) In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or

(d) If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.

7. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

8. Modification. No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto.

9. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

By endorsing and depositing the Grant check, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

We extend our best wishes to you for continued success and look forward to hearing about your accomplishments during the year. It is a pleasure to be among your current supporters.

Sincerely,

Michael Barrett

Vice President, Grants Management

CC: grants@aspca.org

Schedule 1: Grant Reporting Requirements

We require ASPCA grantees to fulfill a variety of requirements based on the grant size and purpose. We make every effort to minimize the reporting burden on grantees while employing best practices in all of our grants programs.

Please follow these guidelines when submitting requirements:

- Submit ALL requirements online by logging into your ASPCA Grant Account at **https://www.grantrequest.com/SID_900?SA=AM**
- Please adhere to the due dates – you may submit fulfilled requirements at any point during the grant term. Should you need extra time to submit any particular requirement, please contact the ASPCA Contact on your award letter prior to the due date with 1) a request for a due date extension, 2) the preferred due date and 3) an explanation for the request.

Grantees will be asked to submit some or all of the following requirements:

- *Acknowledgement of Agreement* – all grant awards in the amount of $5,000 or less must be acknowledged online as your official indication that you intend to use the funds as instructed in the grant agreement and be bound by all terms and conditions set forth in the grant agreement.
- *Final Report* – indication of results/outcomes and an analysis of your project plus an estimation or exact indication, if measurable, of the number of animals impacted by the grant.
- *Financial Report* – a comprehensive list of expenditures for which grant money is/has been used (typically best submitted in a spreadsheet). Financial Reports for projects that produce accurate, easily measurable outputs, such as targeted spay/neuter programs, should identify the cost per animal as part of a detailed report on the project.
- *Grant Recognition Report* – press releases, photos, clips or links showing recognition of the ASPCA's grant for your project. Please note that a grant does not imply endorsement, certification or approval of your organization and its activities nor does it imply affiliation with the ASPCA.
- *Photos* – Generally, we ask for photos that show pictorial evidence of the intended use of funds; we may also ask for photos associated with human interest stories for promotional purposes.
- *Press Information* – links to or uploads of press stories or anecdotal information that could be used for promotional purposes including human interest stories with accompanying photos.
- *Progress Report* – an interim report designed to inform your grant officer on the status of the project.
- *Receipts* – receipts or invoices for expenditures made with grant funds.
- *Signed Amendment* – occasionally a term of the grant agreement, such as the purpose or amount of a grant, will change during the grant term. Grants that exceed $5,000 require a signed amendment.
- *Signed Contract* – payments of all grant awards that exceed $5,000 are contingent upon your submission of two signed contracts mailed to ASPCA, Attn: Grants Department, 520 8th Avenue, 7th Floor, New York, NY 10018
- *Site Visit* – indicates that a grant officer wishes to make a physical site visit of your facility during the grant term, sometimes as a condition of payment or to provide your organization with additional non-cash outreach and resources.

Schedule 2: Press Release Template (Optional)

Your Organization's Logo Here

[DATE]

Media Contact: [NAME]
[PHONE] / [EMAIL]

Headline

Subheader

[City], [State]—The [Organization] today announced (general information about the initiative/program/event/grant)

"Compelling opening statement about a problem," said Spokesperson, title. "Quote that includes more information about how the funding will assist in impacting animals." (Example: "Many families have sadly had to part with their pets in recent years as a result of the economic downturn," observes Jane Doe, director of shelter operations. "These funds will help expand our safety net program in order to keep more families together.")

Optional quote from the ASPCA (must contact ASPCA Media Department ***press@aspca.org****)*

Paragraph with detailed information about initiative/program/event/grant.

For more information, please visit [website].

About [Organization]

History and background of your organization.

###

Schedule 3: Social Media Tip Sheet for Grantees

Why Use Social Media?

Using social media tools such as Facebook, Twitter, YouTube, and blogs to spread the word about your organization and the great work it does can be a powerful and cost-effective strategy for capturing the attention of potential and existing adopters and donors. If you aren't already using social media, here are three of the most compelling reasons to do so:

- ***The potential reach of social media is immense.*** In contrast to more conventional publicity vehicles, such as printed advertisements, nearly everyone has equal access to your message, and your audiences can easily and immediately share that message with their audiences, helping it go exponentially farther. Social media tools make it easier to see who you're reaching and easier to interact with your constituents, and thereby build and strengthen connections with them.
- ***Social media tools are free.*** There is no cost to sign up for accounts on Facebook, Twitter, YouTube, or blogging sites such as WordPress or Blogger, which eliminates barriers to entry for cash-conscious organizations. Social-media-savvy volunteers can provide *pro bono* assistance in promoting your organization's work with these tools.
- ***Brevity is a virtue.*** In the social media realm, lengthy appeals can be counterproductive – usually a few words or lines, a brief story, a photo, or a video can be ideal for generating substantial interest in your efforts. There's no need to use every available social media platform – choose only the one(s) that best fit your organization's communication style.

ASPCA Grant Publicity Guidelines

Social media tools make it easy to share news about your ASPCA grant and the project it is supporting! Updates on your successes that engage readers, along with clear and colorful photos and videos that showcase those successes, will help your group to attract more followers. We encourage you to publicize your funded project – and if you do, please loop in your grant officer to let him/her know!

Connect with us...

...on **Twitter** at **@aspca and @aspcapro**
Using the **#aspcagrants** hashtag to share news of your ASPCA grant and its impact makes it easy for adopters and donors across the Twitterverse to catch wind of your success, whether or not they're already followers.

...on **Facebook** at **facebook.com/aspca** and **facebook.com/ASPCApro**
Becoming a "fan" of ours and creating a "fan" page of your own makes it easy for the ASPCA, other organizations, and the general public to learn about your organization and the great work you do, and to share your success with others. We hope you'll "like" us!

...on **YouTube** at **youtube.com/ASPCA** and **youtube.com/ASPCApro**
Many smartphones make it easy to shoot and upload videos to YouTube, which provides a powerful platform for your audiences to literally see your work in action. Subscribe to the ASPCA's channel and see how other animal welfare organizations are using YouTube to bring their efforts to life.

Resources

- **ASPCAPro "Using Social Media" resource area** (http://www.aspcapro.org/using-social-media.php) – This repository of articles, tip sheets, and webinars has been developed specifically to serve the needs of our grantees.
- ***The Social Animal*** (http://www.thesocialanimal.com/) – A blog focused on helping animal welfare advocates use social media tools to accomplish their mission more effectively.
- ***Beth Kanter's Blog*** (http://www.bethkanter.org/) – A blog focused on helping nonprofits use social media and other digital tools to achieve social change.

From: "ASPCA Grants" <mail@grantapplication.com>
To: <kbelt@ci.fayetteville.ar.us>
Date: 2/28/2013 4:04 PM
Subject: Your ASPCA Grants Application Submission

Thank you for your submission. Your application has been submitted successfully. You will be receiving more information on the status of your application shortly. For your records, here is a copy of the contents of your application.

Organization

Please review the information below for accuracy and edit accordingly. You may return to your application at any time by clicking the "Save and Finish Later" button at the end of the application.

Please DO NOT use all capital letters.

If an ASPCA employee solicited (formally requested) you submit this request, please list their name here. If not, leave blank.

Your response is for internal routing purposes only and will not affect your review.

Organizational Information

Organization Name

City of Fayetteville Community Services Division - Ranger's Pantry Pet Food Bank

Mailing Address - Street

113 W. Mountain St.

City

Fayetteville

State

AR

Postal Code

72701

Phone

No hyphens, e.g. 2128767700

4795758260
Fax

No hyphens, e.g. 2128767700

4794443445
Web Site

If you are a governmental organization and do not have a specific website for your department, enter the main web address.

http://www.accessfayetteville.org/government/community_services/index.cfm

Federal Tax ID/Employer Identification Number (EIN)

No hyphens

716018462
Tax Status

Governmental (Municipality/County)
Organization Type

Other
Physical Address (ONLY if different than mailing address)

Include address, city, state and zip/postal code. Leave blank if physical and mailing address are the same.

Finances and Personnel

Total Organizational Budget (Current Year)

Multi-departmental educational institutions should enter the budget of the department which will be the recipient of the proposed grant project.

540,787
Total Organizational Budget (Last Year)

If this is your first year of operation, enter zero.

540,226
Total Organizational Budget (Two Years Prior)

If this is your first year of operation, enter zero.

593,6672
Financial Health

1 or more years of operating expenses
In what year was your agency/organization incorporated?

1859

Number of Full-time Staff

Multi-departmental educational institutions should enter the full-time staff of the department which will be the recipient of the proposed grant project.

3
Number of Part-time Staff

Multi-departmental educational institutions should enter the staff of the department which will be the recipient of the proposed grant project.

2
Number of Current Active Volunteers

4
Contacts
Primary Contact Person for This Request
Prefix

e.g. Ms., Mr., Dr.

Mr.
First Name

Kyle
Last Name

Belt
Suffix

<None>
Title

Redevelopment Officer
E-mail

kbelt@ci.fayetteville.ar.us
Head of Organization

Prefix

e.g. Ms., Mr., Dr.

Ms.
First Name

Yolanda
Last Name

Fields
Suffix

<None>
Title

Community Services Director
E-mail

yfields@ci.fayetteville.ar.us
Proposal
Request Information
Project Title

Please provide a short, descriptive title for this request, e.g. Medical Assistance for Pets of Low-Income Families

Ranger's Pantry Pet Food Bank for Low Income Families

Request Amount

e.g. 1000

4000
Total Project Cost

e.g. 5000

4000
Project Description

Provide a detailed description of your request in 250 words or less. Do not describe your organization or its mission. If you know estimated or actual costs for line items, be sure to include these costs in your description.

If received, the ASPCA award would be used to purchase dog food for Ranger's Pantry. No money from donations is ever used for staff-time, facilities, or any other operating expenses. The facility where the food is stored and distributed is donated by All Around

Storage. The City of Fayetteville Community Services Division staff administers the program. Because Ranger's Pantry is supported entirely by donations (both monetary and actual pet food), it does not have a budget. We can say that our most recent analysis found that during the first 5 months of our third year of operation our average expenditures were over $850 a month. This represents a 118% increase over the same time period from our second year of operation. We are confident that we will have success with this grant as we have previously utilized and been successful with an ASPCA grant.

Over how many months do you estimate the requested amount would be used? (In whole months)

Please enter either 6 or 12.

12

Grant Timeline and Evaluation

Include your timeline for utilizing grant funds and explain how you will measure the success of the project.

The requested grant funds would be utilized over a 12 month period. This is based on current purchasing patterns. Upon receiving the grant funds, the success of the project will be measured by tracking the amount (in pounds) of dog food purchased with the grant funds by separating the amount of dog food purchased with grant funds from other donations; the number of dogs receiving pet food; and the total amount of grant funded dog food given out during that time frame. Although Ranger's Pantry serves both dogs and cats, there is a far greater and more consistent demand for dog food.

Geographical Area Served (for THIS request ONLY)

Choose your domicile location in the FIRST drop-down. You may choose additional locations if this grant would benefit your work outside of your own state.

AR
Population Served (for THIS request)

You may choose more than one, but ONLY select those populations that will be served by THIS request. For example, if your organization provides services for cats and dogs, but your request is for dog kennels, you should choose "Dogs" ONLY.

Dogs
Program Area

Please select the program area most closely aligned with THIS funding request.

Return to Owner/Anti-Surrender Programs (Shelter Outreach-Live Release/Intake Reduction)
Type of Support

Other
Impact of Request on Animals
If you receive the FULL grant amount requested, approximately how many animals will THIS grant impact? Fill in a number for each category. Enter -0- (zero) if the category does not apply.

Cats

0
Dogs

350
Equines

0
Farm Animals

0
Birds

0
Rabbits

0
Wildlife

0
Animal Welfare Professionals

0
Organizational Background
Programs and Services

Briefly describe the types of programs your organization provides the community it serves (in 100 words or less).

Ranger's Pantry provides free pet food to qualifying low-to-moderate income families living within the Fayetteville city limits to prevent the surrendering or abandonment of pets. Each qualifying applicant receives a voucher that provides 3 months worth of pet food. Vouchers are limited to 1 per household, no more than two within a 1 year period, and have a max limit of 100lbs of dog food per month. In order to receive a 2nd voucher, pets must be spayed or neutered and the owner must provide proof of the spay/neuter.

Collaborations

What other animal groups do you work with regularly? List the names, locations and contact information.

Fayetteville Animal Services:
1620 S. Armstrong Rd.
Fayetteville, AR 72701
Tel: (479)444-3456
Fax: (479)444-3459

References
List professionals such as a veterinarian, persons from organizations with which you collaborate, or others who have firsthand knowledge of your organization. Be sure to include email addresses.

Veterinarian Name

Dr. Robb Jones

Vet Email

rjones@ci.fayetteville.ar.us

Vet Phone

479-718-7696

Collaborator Name

(Enter the name of a representative from an organization with which you collaborate)

Justine Middleton

Collaborator Email

jmiddleton@ci.fayetteville.ar.us

Collaborator Phone

479-444-3456

Other Name

Other Email

Other Phone

Please Note

If this grant request is approved, please indicate the status of your current cash reserves or available credit to cover the costs of your proposed project while waiting for payment from the ASPCA.

Cash Available

By submitting a letter of inquiry and/or an application for an ASPCA grant, you agree to allow the ASPCA to utilize the information submitted on such letter of inquiry/application in any way it deems appropriate to support its mission to prevent cruelty to animals. Such

uses may include, but are not limited to, reproducing such information in print or on the ASPCA website and/or allowing third parties to access such information. In addition, by submitting this letter of inquiry and/or application, you hereby certify that the requesting organization is aware of and endorses this request and the information herein.

Attachments

Title File Name
Form 990 / W-9 / IRS Letter of Determination 2012 City W-9 Form.pdf
<Https://www.grantrequest.com/SID_900/Default.asp?SA=VA&SESID=22470&ID=dd97f2d6c34b4e3ebf4bf7eddbbe6e09>
Photograph Ranger's Pantry Photo (2).JPG
<Https://www.grantrequest.com/SID_900/Default.asp?SA=VA&SESID=22470&ID=bf09aa13c2d144d98d067f648d96d701>

Files attached to this form may be deleted 120 days after submission.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7-2-13
City Council Meeting Date
Agenda Items Only

Yolanda Fields	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Approval of Budget Adjustment recognizing donation revenue from citizens for the Ranger's Pantry Pet Food Bank in the amount of $651.

	$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
2180.4945.5390.01	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
32003.1	$ -	Community Services
Project Number	Remaining Balance	Fund Name

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

Department Director — 06-07-2013 Date

City Attorney — 6-7-13 Date

Finance and Internal Services Director — 6-10-2013 Date

Chief of Staff — 6-11-13 Date

Mayor — 6/11/13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 06-07-13 P03:14 RCVD

Received in Mayor's Office ENTERED 6/10/13

Staff recommends approval of the Budget Adjustment.

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development

From: Yolanda Fields, Dir. Community Services

Date: June 5, 2013

Subject: Approval of a Budget Adjustment for the Community Services Division.

PROPOSAL:

Community Services would like to recognize donation revenue that was received from citizens for the Ranger's Pantry Pet Food Bank.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the Community Services Donation Revenue for Ranger's Pantry Pet Food Bank.

BUDGET IMPACT:

Increase the Community Outreach Projects account by $651 for Ranger's Pantry Pet Food Bank.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $651.00 REPRESENTING CITIZEN DONATION REVENUE FOR THE RANGER'S PANTRY PET FOOD BANK

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 $651.00 representing citizen donation revenue for the Ranger's Pantry Pet Food Bank.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere gratitude for these donations.

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Community Services Department: Development Services	6/5/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Community Outreach Projects account by $651 to recognize donation revenue from citizens.

Division Head	6/7/13 Date	Prepared By:	Sondra Dailey
Budget Director	6/9/13 Date	Reference:	*rafields*
Department Director	06-07-2013 Date	Budget & Research Use Only	
Finance Director	6-10-2013 Date	Type:	A B C D E P
Chief of Staff	6-11-13 Date	General Ledger Date	
Mayor	6/11/13 Date	Posted to General Ledger	Initial / Date
		Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT 651 651

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Community Outreach Projs	2180.4945.5390.01	EX	651	-	32003 . 1
Donations	2180.0918.4809.00	RE	-	651	32003 . 1
					.
					.

EXHIBIT A

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
City Council Meeting Date
Agenda Items Only

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

Action Required:

Resolution authorizing acceptance of a 2013 Curbside Value Partnership Recycling Marketing Grant and approving a budget adjustment.

$ 10,000.00	$ 20,000.00	Services & Charges
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5000.5342.00	$ -	Recycling
Account Number	Funds Used to Date	Program / Project Category Name
31304 / 1	$ 20,000.00	Solid Waste
Project Number	Remaining Balance	Fund Name

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

Department Director — Date: 6/11/13

City Attorney — Date: 6-12-13

Finance and Internal Services Director — Date: 6-12-2013

Chief of Staff — Date: 6-13-13

Mayor — Date: 6/12/13

Previous Ordinance or Resolution # 122-13

Original Contract Date: N/A

Original Contract Number: N/A

Received in City Clerk's Office 06-11-13 P03:28

Received in Mayor's Office ENTERED 6/12/13 BCP

Comments:

To: Fayetteville City Council

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

From: Brian Pugh, Waste Reduction Coordinator BP

Date: June 10th, 2013

Subject: Resolution Authorizing Acceptance of a 2013 Curbside Value Partnership Recycling Marketing Grant and approving a budget adjustment.

RECOMMENDATION

Fayetteville City Administration recommends authorizing acceptance of a 2013 Curbside Value Partnership (CVP) Recycling Marketing Grant valued at $25,000 and approving a budget adjustment.

BACKGROUND

The Solid Waste & Recycling Division recently began participating in a program run by the Curbside Value Partnership that assists partner communities in developing education and outreach for their residential recycling programs. As part of these efforts, they are offering this grant opportunity exclusively to members of their program. The CVP's Test Kitchen Grants is used to award a maximum of four communities up to $25,000 each which includes a $10,000 matching cash award and up to $15,000 of in-kind marketing and creative support by CVP's marketing and creative team.

DISCUSSION

Preliminary work with CVP has revealed the City's recycling program as having high awareness and high participation. The marketing campaign needed to reach the City's goal of 70% participation by 2015 is classified as a "Step it Up" campaign. In relation to those goals the grant will be used to design a traditional advertising campaign – including radio, print, and video ads – as well as for purchasing the advertising space necessary to broadcast the ads. The $10,000 cash award will be used in the advertising campaign to help in developing and placing the ads. Communities must be willing to match the $10,000 for creation of the advertising and staff has funds budgeted for these types of ads in the recycling promotional activities budget. Up to $15,000 of in-kind services provided by CVP will make up the remainder of the grant award.

While Solid Waste & Recycling staff has been conducting education activities, traditional advertising has been in the planning stages. Receiving professional help in the form of this grant will ensure our recycling education campaign is effective and will facilitate in constructing a coherent message to place on advertisements throughout the city in conjunction with the unveiling of the new recycling mascot.

BUDGET IMPACT

The $10,000 will be received into a Capital Improvement Project- 31304 and a budget adjustment is attached to recognize the revenue. This is a matching portion of the grant and funds have been budgeted in the Solid Waste and Recycling operational budget - Promotional Activities - 5500.5000.5342.00. There will be $15,000 given to the City in the form of in-kind services for creation of a marketing campaign.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A 2013 CURBSIDE VALUE PARTNERSHIP EDUCATION RECYCLING MARKETING GRANT IN THE AMOUNT OF $10,000.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a 2013 Curbside Value Partnership education recycling marketing grant in the amount of $10,000.00.

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

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Solid Waste & Recycling Department: Transportation Services	Request Date	Adjustment Number
2013		6/10/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This budget adjustment recognizes revenue received from the 2013 Curbside Value Partnership grant award. The funding will be used to develop and purchase advertising for the recycling marketing campaign.

Division Head	Date	Prepared By:	Brian Pugh
		Reference:	ggundlach
Budget Director	6/13/13 Date	Budget & Research Use Only	
Department Director	6/11/13 Date	Type:	A B C D E P
Finance Director	6-13-2013 Date	General Ledger Date	
Chief of Staff	6-13-13 Date	Posted to General Ledger	Initial Date
Mayor	6/17/13 Date	Checked / Verified	Initial Date

TOTAL BUDGET ADJUSTMENT 10,000 10,000

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Promotional activities	5500.5060.5342.00	EX	20,000	-	31304 . 1
Commercial grants	5500.0950.4305.00	RE		10,000	31304 . 1
Promotional activities	5500.5060.5342.00	EX	(10,000)		31304 . 1

EXHIBIT A

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
City Council Meeting Date
Agenda Items Only

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

Action Required:

Resolution authorizing application for a 2013 Keep America Beautiful / Waste Management Grant.

$ -		
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ -	Solid Waste Improvements
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	Solid Waste
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director	6/11/13 Date	Previous Ordinance or Resolution #	N/A
City Attorney	6-12-13 Date	Original Contract Date:	N/A
		Original Contract Number:	N/A
Finance and Internal Services Director	6-12-2013 Date	Received in City Clerk's Office	06-11-13 P03:28 RCVD
Chief of Staff	6-12-13 Date		
Mayor	6/12/13 Date	Received in Mayor's Office	ENTERED 6/12/13 BCP

Comments:

To: Fayetteville City Council

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

From: Brian Pugh, Waste Reduction Coordinator BP

Date: June 10th, 2013

Subject: Resolution Authorizing Application for a 2013 Keep America Beautiful – Waste Management Grant.

RECOMMENDATION

Fayetteville City Administration recommends authorizing application for a 2013 Keep America Beautiful – Waste Management Grant in the amount of $10,000.

BACKGROUND

Council authorized creation of a City Committee through resolution 179-12 for Keep Fayetteville Beautiful which is an affiliate of Keep Arkansas Beautiful and Keep America Beautiful. The affiliation allows grants to be applied for through Keep America Beautiful. A Keep America Beautiful / Waste Management Grant for Community Improvement is being sought for a program of improving community through Environmental Design.

DISCUSSION

The goal of this project is to use public art installations as deterrents against graffiti and vandalism. The idea of using public art and beautification as a graffiti deterrent is based on the success of a program in Tampa, Florida led by the City of Tampa Public Art Program. This program successfully used public art, particularly on traffic light signal boxes, to reduce incidences of graffiti, lower graffiti removal costs, improve the appearance of the local community, and provide local artists an opportunity to share their work with the public.

The Fayetteville Housing Authority has given approval for projects to occur at their properties and Fayetteville in Bloom has also given support of donating $1,000 for the project.

BUDGET IMPACT

The $10,000 will be received into a Capital Improvement Project along with a budget adjustment upon acceptance of the grant. This is a not a matching grant.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING APPLICATION FOR A 2013 KEEP AMERICA BEAUTIFUL/WASTE MANAGEMENT GRANT IN THE AMOUNT OF $10,000.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes application for a 2013 Keep America Beautiful/Waste Management grant in the amount of $10,000.00.

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
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 $120,736 to recognize Assistance to Firefighter's Grant Award from The Federal Emergency Management Agency received in June, 2013 and increase related expense budget of Bunker Gear Project #31303.1 for the purchase of Wildland Firefighting Gear. Also, $30,184 will be utilized from Fire Act 833 Revenue in the expense budget of Bunker Gear Project #31303.1 to allow total funding of $150,920 for Wildland Firefighting Gear per AFG Grant Guidelines.

$150,920		Fire FEMA Grant-Wildland Firefighting Gear
Cost of this request	Category / Project Budget	Program Category / Project Name
31303.1		Fire Improvements
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	General
Project Number	Remaining Balance	Fund Name

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

Department Director — Date: 6-11-13

City Attorney — Date: 6-11-13

Finance and Internal Services Director — Date: 6-11-2013

Chief of Staff — Date: 6-11-13

Mayor — Date: 6/12/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 06-11-13 A09:41 RCVD

Received in Mayor's Office ENTERED 6/11/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

STAFF REVIEW MEMO

To: Mayor Jordan and City Council

From: David Dayringer, Fire Chief

Date: June 11, 2013

Subject: Approval of the Fire Department utililization of Assistance to Firefighter's Grant Award in amount of $120,736 and of $30,184 Fire Act 833 Revenue for the purchase of Wildland Firefighter Gear.

PROPOSAL:

The Fayetteville Fire Department will be receiving an Assistance to Firefighter's Grant Award from The Federal Emergency Management Agency in the amount of $120,736. The Fire Department would like to utilize the revenue from this grant and the additional funding of $30,184 from Fire Act 833 to complete the outfitting of all firefighters with wildland gear. These purchases will be vital to the efficient and effective operation of Wildland Fire Calls.

RECOMMENDATION:

Staff recommends the approval of the Fire Department utilization of Assistance to Firefighter's Grant Award from The Federal Emergency Management Agency in the amount of $120,736 and the utilization of $30,184 from Fire Act 833 Funds to complete the outfitting of all firefighters with wildland gear.

BUDGET IMPACT:

A Budget Adjustment is attached that moves funds into the Bunker Gear line-item 1010.3020.5302.01 Project # 31303.1 in Fire Operations for the purchase of Wildland Firefighter Gear.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF AN ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF $120,736.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of an Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of $120,736.00.

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

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fire Department Department: Fire Department	Request Date	Adjustment Number
2013		6/11/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

The Fayetteville Fire Department has received an Assistance to Firefighter's Grant Award of $120,736 from The Federal Emergency Management Agency for the purchase of Wildland Firefighter Gear. The $120,736 will be in the Federal Grants-Operational 1010.0001.4309.01 line item and will be moved into 1010.3020.5302.01 Project # 31303.1 Bunker Gear. Also, $30,184 will be moved from Fire Act 833 Revenue 1010.0001.4308.00 into Bunker Gear 1010.3020.5302.01 Project #31303.1. This will allow for the full $150,920 to be available for the purchasing of Wildland Gear per the AFG Grant guidelines.

Division Head	6-11-13	Date
Budget Director	6-11-13	Date
Department Director	6-11-13	Date
Finance Director	6-11-2013	Date
Chief of Staff	6-11-13	Date
Mayor	6/17/13	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 150,920 150,920

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Bunker Gear	1010.3020.5302.01	ED	150,920	-	31303 . 1
Federal Grant-Operational	1010.0001.4309.01	RE		120,736	31303 . 1
Fire Act 833	1010.0001.4308.00	RE		30,184	31303 . 1

EXHIBIT A

U.S. Department of Homeland Security
Washington, D.C. 20472

Mr. David Dayringer
City of Fayetteville Fire Department
303 W Center St
Fayetteville, Arkansas 72701-5201

Re: Grant No.EMW-2012-FO-04964

Dear Mr. Dayringer:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2012 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to $150,920.00. The Federal share is 80 percent or $120,736.00 of the approved amount and your share of the costs is 20 percent or $30,184.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Sincerely,

Timothy W. Manning
Deputy Administrator for National Preparedness and Protection

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program

GRANTEE: City of Fayetteville Fire Department

PROGRAM:Operations and Safety

AGREEMENT NUMBER: EMW-2012-FO-04964

AMENDMENT NUMBER:

TABLE OF CONTENTS

Article I	Project Description
Article II	Grantee Concurrence
Article III	Period of Performance
Article IV	Amount Awarded
Article V	Financial Guidelines
Article VI	Prohibition on Using Federal Funds
Article VII	GPD Allocations
Article VIII	Financial Reporting
Article IX	FEMA Officials
Article X	Central Contractor Registration (CCR)

Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - is consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

Article II - Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. Grantees agree that they will use the funds provided through the Fiscal Year 2012 Assistance to

Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2012 Assistance to Firefighters Grant program guidance. All documents submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **29-MAY-13 to 28-MAY-14.**

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for the Award attached to these articles. Following are the budgeted estimates for each object class of this grant (including Federal share plus grantee match):

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$150,920.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00
Total	$150,920.00

NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)

The Program Office has made the following reductions to your grant:

Funds for Boots was as reduced to 110 at $200 each.
Funds for Hoods was as reduced to 110 at $40 each.
Funds for the Duffle Bags and Flashlights was not a fundable portion of this application and was removed from your award.

Therefore, they have recommended the award at this level:
Total budget $ 150,920
Federal share $120,736
Applicant share $30,184

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist:

Francisco Bernal
Francisco.Bernal1@dhs.gov

Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. *Administrative Requirements*

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

Article VI - Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Assistance to Firefighters Grant Program guidance and application kit.

Article VIII - Financial Reporting

Recipients of any Assistance to Firefighters Grants will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit a FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (Report due by July 31), and July 1 through December 31 (Report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IX - FEMA Officials

Program Officer: Catherine Patterson is the Program Officer for the Assistance to Firefighters Grant Program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: Rosalie Vega is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call

ASK-GMD at 866-927-5646 to be directed to a specialist.

Article X - Central Contractor Registration (CCR)

Recipients of an AFG grant are required Central Contractor Registration (CCR) in the SAM.gov system. Active registration in the Central Contractor Registry ensures grantees are compliant with Federal regulations under Federal Financial Accountability and Transparency Act (FFATA). CCR registration is free, and may take up to 5 to 10 business days to process. For help with registering in the CCR, please visit SAM.gov for more information.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2012-FO-04964	0	71-6018462	AWARD	W279230N

6. RECIPIENT NAME AND ADDRESS
City of Fayetteville Fire Department
303 W Center St
Fayetteville
Arkansas, 72701-5201

7. ISSUING OFFICE AND ADDRESS
Grant Programs Directorate
500 C Street, S.W.
Washington DC, 20528-7000
POC: Rosalie Vega

8. PAYMENT OFFICE AND ADDRESS
FEMA, Financial Services Branch
500 C Street, S.W., Room 723
Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
David Dayringer	4795758365	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
29-MAY-13	SF-270	Cost Sharing	From:29-MAY-13 To:28-MAY-14
			Budget Period From:01-NOV-12 To:30-SEP-13

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2013-1C-C111-P4000000-4101-D	$0.00	$120,736.00	$120,736.00	$30,184.00
		TOTALS	$0.00	$120,736.00	$120,736.00	$30,184.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Rosalie Vega

DATE
21-MAY-13

Go Back

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
City Council Meeting Date
Agenda Items Only

Sharon Waters	Parking Management	Utilitiies Services
Submitted By	**Division**	**Department**

Action Required:

Resolution to approve a budget adjustment in the amount of $8,000.00 to recognize additional revenues generated by the Meadow Street Municipal Parking Deck.

$ 7,000.00	$ -	Parking Revenue
Cost of this request	Category / Project Budget	Program Category / Project Name
2130-0913-4426-08	2,160.00	Mun Deck - Level 1
2130-0913-4426-06	$ 3,709.00	Mun Deck - Level 3
Account Number	Funds Used to Date	Program / Project Category Name
	$ (5,869.00)	Parking Fund
Project Number	Remaining Balance	Fund Name

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

Department Director — 11 Jun 13 — Date

City Attorney — 6-11-13 — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Finance and Internal Services Director — 6-13-2013 — Date

Chief of Staff — 6-13-13 — Date

Mayor — 6/17/13 — Date

Received in City Clerk's Office 06-11-13 02:31 RCVD

Received in Mayor's Office ENTERED 6/14/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
David Jurgens, Utilities Director

From: Sharon Waters, Parking and Telecommunications Manager

Date: June 11, 2013

Subject: Resolution to Approve a Budget Adjustment in the Amount of $8,000.00 to Recognize Additional Revenues Generated by the Meadow Street Municipal Parking Deck

PROPOSAL:

Last October, the Chancellor Hotel began leasing the first and third levels of the municipal parking deck located on Meadow Street behind the hotel. Since the reopening of the newly renovated hotel, parking revenues generated by these two levels has increased. This budget adjustment recognizes the increase in revenues that is generated by the revenue machines located at the deck, and the offsetting expense that is transferred back to the hotel.

BACKGROUND:

When the Cosmopolitan Hotel was in full operation and leased both levels of the parking deck, a revenue budget was established each year in the amount of $6,000.00 to recognize revenue generated by the revenue machines at the entrance gates at levels one and three. The hotel leases these two levels from the City of Fayetteville, and by contract, City staff operates the revenue machines and remits the net revenues back to the hotel.

No funds were budgeted in 2012 due to the hotel being vacant. Now that the hotel is fully operational now, both of these levels are generating revenue again. We also began accepting credit card payments at these locations which increased this revenue even more. This budget adjustment will establish a budget for this revenue in 2013.

BUDGET IMPACT:

Anticipated revenues generated from the first and third level of the parking deck are $8,000.00 per year.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $8,000.00 TO RECOGNIZE ADDITIONAL REVENUE GENERATED THROUGH OPERATION OF THE MEADOW STREET MUNICIPAL PARKING DECK

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the total amount of $8,000.00 to recognize additional revenue generated through operation of the Meadow Street Municipal Parking Deck.

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Parking & Telecommunications Department: Utilities Director	Request Date	Adjustment Number
2013		6/11/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

To recognize revenues generated by the Meadown Street Municipal Parking Deck (levels one and three).

Sharon Waters	6-11-13	Prepared By:	Sharon Waters
Division Head	Date	Reference:	S Waters
	6/11/13	Budget & Research Use Only	
Budget Director	Date		
	11 JUN 13	Type: A B C D E P	
Department Director	Date		
Paul A. Becker	6-12-2013	General Ledger Date	
Finance Director	Date		
	6-13-13	Posted to General Ledger	
Chief of Staff	Date	Initial	Date
	6/17/13	Checked / Verified	
Mayor	Date	Initial	Date

		Increase / (Decrease)		
	TOTAL BUDGET ADJUSTMENT	8,000	8,000	
Account Name	Account Number	Expense	Revenue	Project.Sub Number
Trans to Hotel	2130.9130.5711.03	8,000	-	
Rent-Hotel Parking Rev	2130.0913.4426.08		3,000	
Rent-3rd Level	2130.0913.4426.06		5,000	

EXHIBIT
A

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
City Council Meeting Date
Agenda Items Only

David Jurgens	Utilities	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of a resolution authorizing the City Attorney to seek possession by condemnation of portions of properties along Highway 16 East at the West Fork of the White River Bridge, for the Arkansas Highway and Transportation Department (AHTD) bridge replacement project. The properties are owned by the individuals and/or organizations listed on the attached pages. The total potential cost is estimated at $19,000.

$ 19,000	$ 888,395	Hwy16 White River Bridge W/S Relocate
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5600.5810.00	$ 82,694	Land Acquisition
Account Number	Funds Used to Date	Program / Project Category Name
11012-1201	$ 805,701	Water and Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached**

Department Director — 11 Jun 13 Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney — 6-12-13 Date

Original Contract Number:

Finance and Internal Services Director — 6-12-2013 Date

Received in City Clerk's Office 06-11-13P03:23 RCVD

Chief of Staff — 6-12-13 Date

Received in Mayor's Office ENTERED 6/12/13 BRP

Mayor — 6/12/13 Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee

Date: June 11, 2013

Subject: Hwy. 16 Bridge Water and Sewer Relocation Project Easement Condemnations

RECOMMENDATION

City Administration recommends a resolution authorizing the City Attorney to seek possession by condemnation of portions of properties along Highway 16 East at the West Fork of the White River Bridge, for the Arkansas Highway and Transportation Department (AHTD) bridge replacement project. The properties are owned by the individuals and/or organizations listed on the attached pages. The total potential cost is estimated at $19,000.00.

BACKGROUND

Relocation of existing water and sewer lines is required in preparation for the AHTD replacement of the Highway 16 bridge over the West Fork of the White River. The City currently has a 12 inch water line attached to the bridge, and it must be moved prior to the AHTD contractor performing substantive work on the bridge and the approaches. All of the existing water and sewer lines in this section of roadway are located within the AHTD right of way (ROW), so the City will bear the entire expense to relocate these lines.

DISCUSSION

Staff has acquired easements from 9 of 23 owners. We also have verbal and/or email agreement from ten more, but have not received the signed documents. We are not comfortable we have full agreement from the remaining four owners who are included in the request for Council action. These owners are aware of the City's intent to turn any unresolved easement purchases over to the City Attorney to initiate the condemnation process. Negotiations are still underway and may succeed with most of the owners, but the timing is such that we must proceed with the condemnation process in order to advertise the project. The AHTD has been putting pressure on the City to complete our project as soon as possible.

Tract (Owner)	Initial Offer
Tract 13 (Baird)	$ 600
Tract 18 (Clay)	$ 450
Tracts 21-23 (McDonald)	$ 9,525
Tract 26 (Turn-Key)	$ 385
Total	**$ 10,960**

BUDGET IMPACT

Funds are available from water/sewer funds, project number 11012.

Attachments: Case history and property exhibit for each tract

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY JAY STANLEY BAIRD, ROBERT N. AND LINDA J. CLAY, MCDONALD, LLC, AND TURN-KEY HOMES OF NORTHWEST ARKANSAS, LLC, NEEDED FOR WATER AND SEWER IMPROVEMENTS ALONG STATE HIGHWAY 16 NEAR THE WEST FORK OF THE WHITE RIVER BRIDGE

WHEREAS, the City of Fayetteville and certain property owners have been unable to agree on a fair price for the portions of property owned by each of them which is needed for easements to facilitate water and sewer improvements, and

WHEREAS, the City of Fayetteville needs to gain possession of these properties promptly in order to begin work on water and sewer improvements along State Highway 16 near the West Fork of the White River bridge.

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 authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property owned by Jay Stanley Baird that is needed for a water/sewer and temporary construction and grading easement for water and sewer improvements along State Highway 16 near the West Fork of the White River bridge, and to pay into the registry of the Circuit Court just compensation therefor.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property owned by Robert N. and Linda J. Clay that is needed for a water/sewer and temporary construction and grading easement for water and sewer improvements along State Highway 16 near the West Fork of the White River bridge, and to pay into the registry of the Circuit Court just compensation therefor.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property owned by McDonald, LLC that is needed for a water/sewer and temporary construction and grading easement for water and sewer improvements along State Highway 16 near the West Fork of the White River bridge, and to pay into the registry of the Circuit Court just compensation therefor.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered condemnation and possession of property owned by Turn-Key Homes of Northwest Arkansas, LLC that is needed for a water/sewer and

temporary construction and grading easement for water and sewer improvements along State Highway 16 near the West Fork of the White River bridge, and to pay into the registry of the Circuit Court just compensation therefor.

PASSED and **APPROVED** this 2nd day of July, 2013.

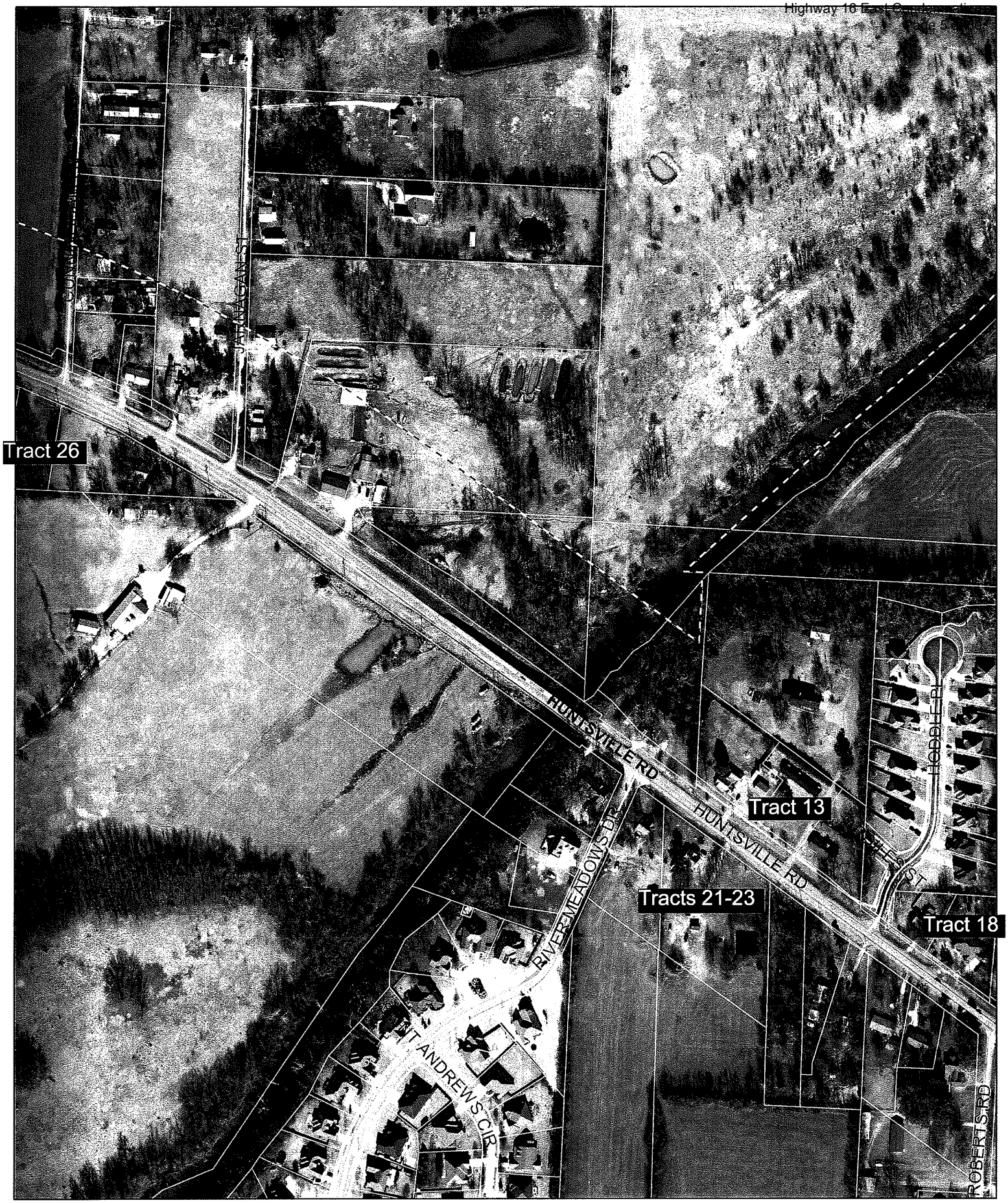
APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Highway 16 E. - I-C [illegible]



0 175 350 700 1,050 Feet

NORTH

CASE HISTORY
WHITE RIVER BRIDGE WATER/SEWER RELOCATES
Jay Stanley Baird

3/28/13	Offer packet mailed (to 4080 E. Huntsville, Fayetteville, AR) including offer letter ($600.00), proposed easement, and exhibit.
5/3/13	Reminder letter sent (to 102 Carrigan Road #A, Elkins, AR). Previous mailing had been returned.
5/30/13	Notification letter mailed to 102 Carrigan Road #A address.
6/11/13	No contact as of this date.

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 28, 2013

Jay Stanley Baird
102 Carrigan Road #A
Elkins, AR 72727

RE: White River Bridge Water/Sewer Relocates
Tract No. 13
Notification

Dear Mr. Baird:

On March 25, 2013, you were mailed a packet of information specific to property you own in connection with the relocation of utilities with the above mentioned project. A reminder letter was mailed on May 1, 2013 to an alternate address. However, as of the date of this letter, the City of Fayetteville has had no reply from you or your representative nor received signed documents.

Construction bids for this project are scheduled to be opened soon. However, the City of Fayetteville needs to have all right-of-way and easements acquired well before construction begins.

At the July 2, 2013 City Council meeting a resolution will be submitted seeking Council approval authorizing the City Attorney to seek condemnation and possession of the proposed easements, for the above-mentioned project, from those properties which have not signed documents. This meeting of the Fayetteville City Council will be held on July 2, 2013 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas. You and/or your representative are welcome to attend.

Upon approval by the City Council, procedures will be started by the City Attorney's office to obtain a writ of possession through the courts. However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

If you have any questions or concerns about the information sent to you, please do not hesitate to call. A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. If you do not have any questions or concerns and elect to accept our offer, please execute the previously mailed documents and vendor form and return them to the City of Fayetteville. The documents must be executed by all parties with current ownership interests in the particular property and notarized.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg

Fayetteville
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www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 1, 2013

Jay Stanley Baird
102 Carrigan Road #A
Elkins, AR 72727

RE: White River Bridge Water/Sewer Relocates
Tract No. 13
Reminder Letter

Dear Mr. Baird:

On March 28, 2013, you were mailed a packet of information, including an offer of $345.00 for the rights associated with the permanent easement (2,570 square feet) and $255.00 for the rental of the property within the temporary construction and grading easement (4,713 square feet), for a total offer amount of **$600.00**. All of this is in connection with the relocation and extension of utilities prior to the Highway 16 widening. Unfortunately, this packet was returned to us; thus, we are trying an alternate address.

Please keep in mind that the City will do everything in its power to return your property to a condition as good as or better than it was found. You will always have access to your property during construction. Your utilities will be re-connected with as little disruption to your service as possible.

Unfortunately, time is running out for negotiations on this project. The contract will go to bid soon and the City of Fayetteville would like to have all easements acquired well before construction begins. All files not settled will result in a resolution being submitted to the City Council seeking their approval to authorize the City Attorney to seek condemnation and possession of the proposed easements from those properties which have not signed easement documents. To avoid files and negotiations being turned over to the City Attorney's office, it is imperative that one of us hear from you as soon as possible.

Should you elect to accept this offer, the *Water/Sewer Easement* previously mailed to you should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the signed easement document and vendor form, a check will be requested and you will be paid the amount indicated in the offer letter.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Jay Stanley Baird
4080 E. Huntsville Road, Apt. 2
Fayetteville, AR 72701-7488

RE: White River Bridge Water/Sewer Relocates
Tract No. 13
Offer Letter

Dear Mr. Baird:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers $345.00 for the rights associated with the permanent easement (2,570 square feet) and $255.00 for the rental of the property within the temporary construction and grading easement (4,713 square feet), for a total offer amount of **$600.00.**

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Jay Stanley Baird
4080 E. Huntsville Road, Apt. 2
Fayetteville, AR 72701-7488

RE: White River Bridge Water/Sewer Relocates
Tract No. 13
Offer Letter

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A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

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Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-13089-000
Tract No. 13

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Jay Stanley Baird, a single person**, 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, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2004-00053166)

A part of the NW¼ of the NW¼ of Section 19, Township 16 North, Range 29 West, being more particularly described as follows: Beginning at a point that is South 113.52 feet, North 89 degrees 33 minutes West 337.92 feet, South 559.51 feet, and North 56 degrees 20 minutes 33 seconds West 83.56 feet from the Northeast corner of the NW¼ of the NW¼ of said Section 19 and running thence South 33 degrees 24 minutes 07 seconds West 207.51 feet to the North right-of-way line of Arkansas State Highway No. 16; thence North 56 degrees 33 minutes West 131.78 feet along said right-of-way line; thence leaving said right-of-way and running North 33 degrees 17 minutes East 135.15 feet; thence North 53 degrees 33 minutes West 66.17 feet; thence North 35 degrees 19 minutes East 69.6 feet; thence South 56 degrees 20 minutes 33 seconds East 195.81 feet to the point of beginning, containing 0.76 acres, more or less, City of Fayetteville, Washington County, Arkansas. Subject to easements and/or right of ways of record.

LESS AND EXCEPT: That highway right-of-way as deeded to the Arkansas State Highway Commission in Deed Ref. 2012-00027347, containing 0.03 acres, more or less, and being a part of AHTD Job No. 040569.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twenty (20) foot permanent utility easement of equal and uniform width located within property described in Deed Record 2004-53166, said easement being adjacent to the North line of the new proposed right-of-way of Arkansas State Highway 16 (AHTD Job 040569). This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 2,570 square feet (0.06 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A temporary construction and grading easement of variable width located along the North side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 4,713 square feet (0.11 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

WATER/SEWER EASEMENT
Page 2 of 2

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

_____ _____
Jay Stanley Baird **(spouse)**

ACKNOWLEDGMENT

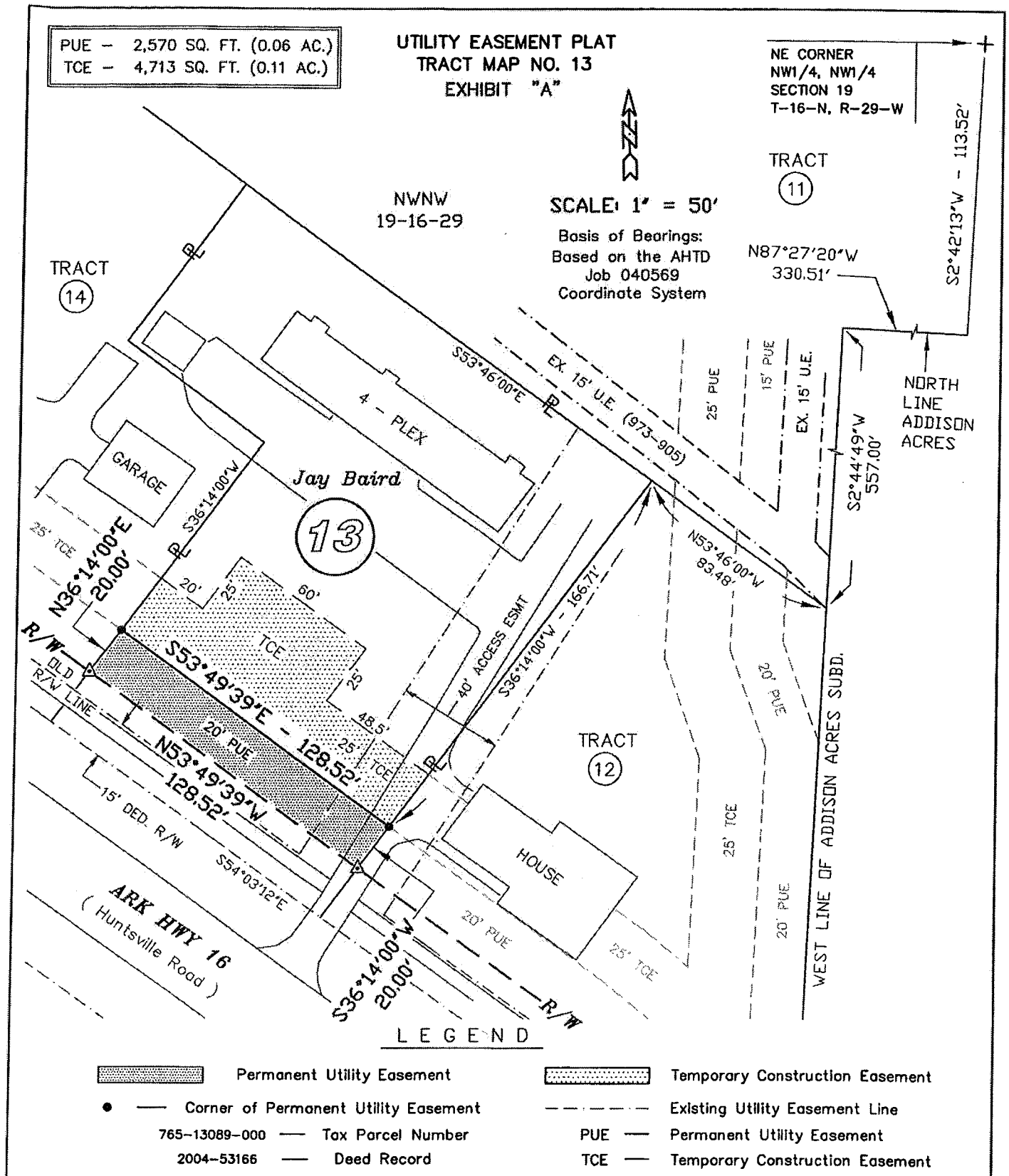
STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Jay Stanley Baird, a single person** and_____, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that he/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



CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : Jay Stanley Baird		Project Name : Ar Hwy 16 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Jan. 2013	Scale : 1" = 50'	Tract No. 13
	Project No. 122124	AHTD Tract No. 16	

PLEASE RETURN TO:
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(479) 444-3407
FAX: (479) 575-8202

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

_____ Sole Proprietorship
_____ Corporation
_____ Partnership
_____ Tax-exempt organization under Section 501(a)
_____ Foreign Government
___X___ Individual
_____ Other (please explain)

Tax Identification Number:

_____ Federal employer identification number

OR

_____ Social Security number (for individual or sole proprietors)

_____ Name associated with above Social Security number

I certify that the above information is true and correct.

Jay Stanley Baird
Name of Individual or Business

Address

City, State, Zip Code

Signature

Date

N/A
Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.

CASE HISTORY
WHITE RIVER BRIDGE WATER/SEWER RELOCATES
Robert N. & Linda J. Clay

3/28/13	Offer packet mailed (to 4186 E. Huntsville, Fayetteville, AR) including offer letter ($450.00), proposed easement, and exhibit.
5/3/13	Reminder letter sent (to 1002 W. Linden, Rogers, AR). Previous mailing had been returned.
5/30/13	Notification letter mailed to 1002 W. Linden address.
6/10/13	Robert Clay called. HJ to call and set appointment to meet on site this week.

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 28, 2013

Robert N. and Linda J. Clay
1002 W. Linden
Rogers, AR

RE: White River Bridge Water/Sewer Relocates
Tract No. 18
Notification

Dear Mr. and Mrs. Clay:

On March 25, 2013, you were mailed a packet of information specific to property you own in connection with the relocation of utilities with the above mentioned project. A reminder letter was mailed on May 1, 2013 to an alternate address. However, as of the date of this letter, the City of Fayetteville has had no reply from you or your representative nor received signed documents.

Construction bids for this project are scheduled to be opened soon. However, the City of Fayetteville needs to have all right-of-way and easements acquired well before construction begins.

At the July 2, 2013 City Council meeting a resolution will be submitted seeking Council approval authorizing the City Attorney to seek condemnation and possession of the proposed easements, for the above-mentioned project, from those properties which have not signed documents. This meeting of the Fayetteville City Council will be held on July 2, 2013 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas. You and/or your representative are welcome to attend.

Upon approval by the City Council, procedures will be started by the City Attorney's office to obtain a writ of possession through the courts. However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

If you have any questions or concerns about the information sent to you, please do not hesitate to call. A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. If you do not have any questions or concerns and elect to accept our offer, please execute the previously mailed documents and vendor form and return them to the City of Fayetteville. The documents must be executed by all parties with current ownership interests in the particular property and notarized.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 1, 2013

Robert N. and Linda J. Clay
1002 W. Linden
Rogers, AR 72756

RE: White River Bridge Water/Sewer Relocates
Tract No. 18
Reminder Letter

Dear Mr. and Mrs. Clay:

On March 28, 2013, you were mailed a packet of information, including an offer of $290.00 for the rights associated with the permanent easement (2,161 square feet) and $160.00 for the rental of the property within the temporary construction and grading easement (2,966 square feet), for a total offer amount of **$450.00**. All of this is in connection with the relocation and extension of utilities prior to the Highway 16 widening. Unfortunately, this packet was returned to us; thus we are trying an alternate address.

Please keep in mind that the City will do everything in its power to return your property to a condition as good as or better than it was found. You will always have access to your property during construction. Your utilities will be re-connected with as little disruption to your service as possible.

Unfortunately, time is running out for negotiations on this project. The contract will go to bid soon and the City of Fayetteville would like to have all easements acquired well before construction begins. All files not settled will result in a resolution being submitted to the City Council seeking their approval to authorize the City Attorney to seek condemnation and possession of the proposed easements from those properties which have not signed easement documents. To avoid files and negotiations being turned over to the City Attorney's office, it is imperative that one of us hear from you as soon as possible.

Should you elect to accept this offer, the *Water/Sewer Easement* previously mailed to you should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the signed easement document and vendor form, a check will be requested and you will be paid the amount indicated in the offer letter.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jag

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Robert N. and Linda J. Clay
4186 E. Huntsville Road
Fayetteville, AR 72701

RE: White River Bridge Water/Sewer Relocates
Tract No. 18
Offer Letter

Dear Mr. and Mrs. Clay:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers $290.00 for the rights associated with the permanent easement (2,161 square feet) and $160.00 for the rental of the property within the temporary construction and grading easement (2,966 square feet), for a total offer amount of **$450.00.**

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

Fayetteville
ARKANSAS
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THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Robert N. and Linda J. Clay
4186 E. Huntsville Road
Fayetteville, AR 72701

RE: White River Bridge Water/Sewer Relocates
Tract No. 18
Offer Letter

Dear Mr. and Mrs. Clay:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers $290.00 for the rights associated with the permanent easement (2,161 square feet) and $160.00 for the rental of the property within the temporary construction and grading easement (2,966 square feet), for a total offer amount of **$450.00.**

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-13086-000
Tract No. 18

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Robert N. Clay and Linda J. Clay, husband and wife**, 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, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-23983)

A part of the Fractional Northwest Quarter of the Fractional Northwest Quarter of Section Nineteen (19), Township Sixteen (16) North, Range Twenty Nine (29) West, and being more particularly described as follows, to-wit: Beginning at a point which is S01°11'33"E 869.97 feet from the Northeast corner of said Fractional 40 acre tract, and running thence S01°11'33"E 268.09 feet to the North right-of-way of Arkansas State Highway #16, thence N57°02'48"W along said highway right-of-way 210.21 feet, thence N24°32'17"E 166.62 feet, thence N88°48'27"E 101.63 feet to the Point of Beginning. Containing 0.71 acres, more or less. Subject to utility easements of record.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A thirty (30) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2005-23983 and adjacent to the ten (10) feet of dedicated right-of-way as described in Deed Ref. 95-046073. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 2,161 square feet (0.05 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the North and East sides of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 2,966 square feet (0.07 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

WATER/SEWER EASEMENT
Page 2 of 2

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

_____ _____
Robert N. Clay **Linda J. Clay**

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF_____)

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 **Robert N. Clay and Linda J. Clay, husband and wife**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

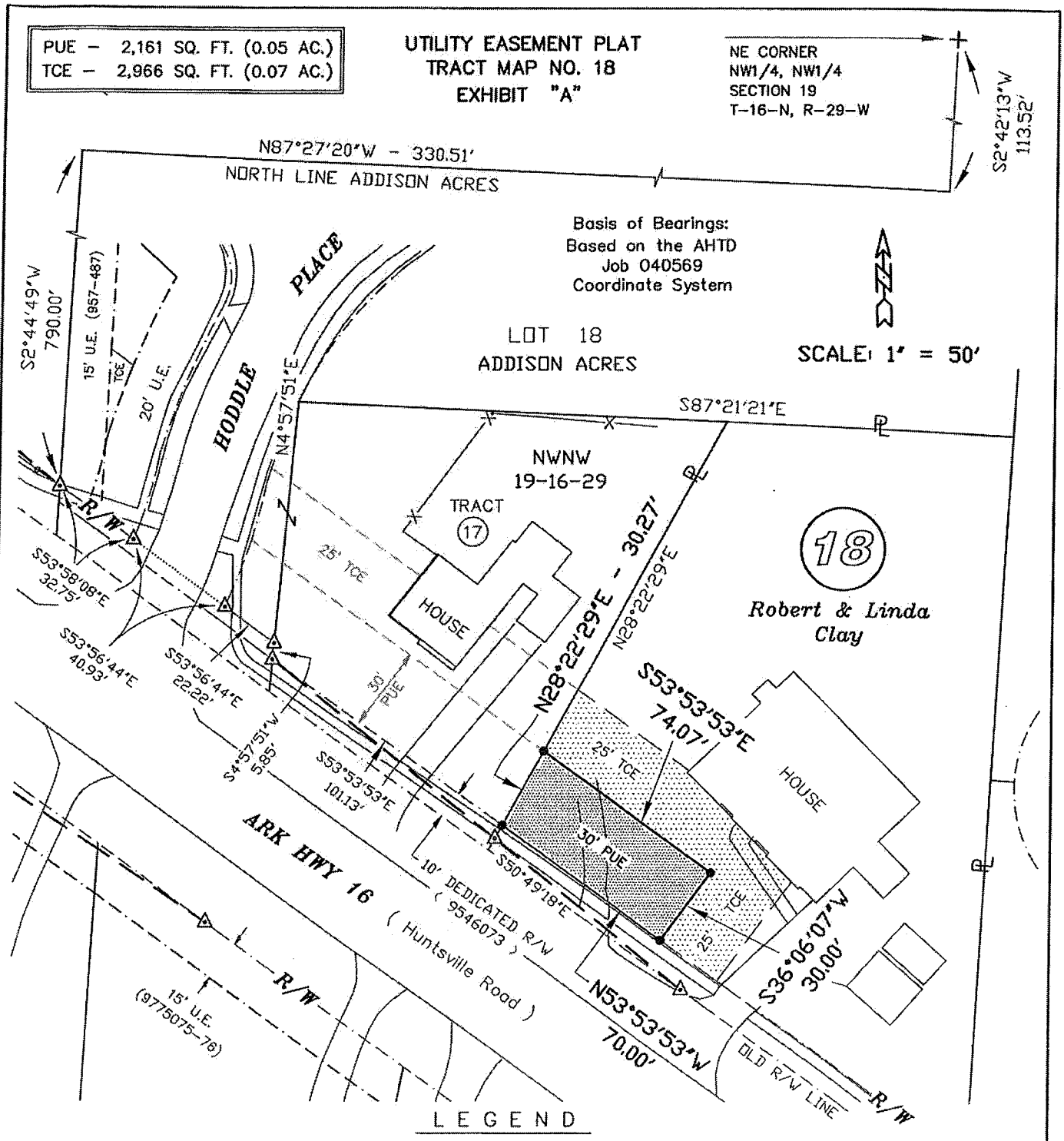
WITNESS my hand and seal on this _____ day of _____, 2013.

MY COMMISSION EXPIRES:

_____ _____
Notary Public

PUE – 2,161 SQ. FT. (0.05 AC.)
TCE – 2,966 SQ. FT. (0.07 AC.)

UTILITY EASEMENT PLAT
TRACT MAP NO. 18
EXHIBIT "A"



LEGEND

Permanent Utility Easement		Temporary Construction Easement	
●	Corner of Permanent Utility Easement	— · — · —	Existing Utility Easement Line
765-13086-000	Tax Parcel Number	PUE	Permanent Utility Easement
2005-23983	Deed Record	TCE	Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : Robert & Linda Clay		Project Name : Ar Hwy 16 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Jan. 2013	Scale : 1" = 50'	Tract No. 18
	Project No. 122124	AHTD Tract No. 22	

PLEASE RETURN TO:
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(479) 444-3407
FAX: (479) 575-8202

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

_____ Sole Proprietorship
_____ Corporation
_____ Partnership
_____ Tax-exempt organization under Section 501(a)
_____ Foreign Government
__X__ Individual
_____ Other (please explain) Limited Liability Company

Tax Identification Number:

_____ Federal employer identification number

OR

_____ Social Security number (for individual or sole proprietors)

_____ Name associated with above Social Security number

I certify that the above information is true and correct.

Robert N. and Linda J. Clay
Name of Individual or Business

_____
Address

_____
City, State, Zip Code

_____ _____
Signature Date

N/A
Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.

CASE HISTORY
WHITE RIVER BRIDGE WATER/SEWER RELOCATES
McDonald LLC
c/o Clint McDonald

3/28/13	Tract 21: Offer packet mailed (to 5081 Arkanshire Circle, Springdale, AR) including offer letter ($200.00), proposed easement ($165.00) temporary construction and grading easement, and exhibit. Tract 22: Packet mailed: Offer letter ($510.00) proposed easement, ($500.00) temporary easement, and exhibit. Tract 23: Packet mailed: Offer letter ($340.00) proposed easement, ($150.00) temporary easement, and exhibit.
4/1/13	Mr. McDonald called and informed JG that he would not be signing our documents until his plat was approved on Riverwalk S/D (not associated with this project) and he would charge the city a penalty against this easement acquisition for every day we held him up on this S/D project.
5/3/13	Reminder letter sent with a copy of the recorded and approved pat for Riverwalk S/D
5/17/13	Mr. McDonald called HJ to declare that the offer for this easement was too low based on the fact that he had been approved for a PZD "Bridgedale Plaza" in 2008. After speaking to Jesse Fulcher, HJ discovered that he had let the PZD expire and that all zoning rights to the property had expired with said PZD and that Mr. McDonald would now have to start again with this property before any development could begin on this property. HJ told him to email her a counter-offer.
5/29/13	Counter-offer was received from Mr. McDonald via email for $4.25/sf
6/11/13	Packet containing revised documents and our counter offer was mailed to Mr. McDonald for 25% of $4.25/sf for PE and 10% for TCE (TCEs also reduced where possible) : Tr. 21: $1560.00 PE only Tr. 22: $4030.00 PE, $1275 TCE Tr. 23: $2660.00 PE
6/11/13	Notification letter mailed. In light of Mr. McDonald's attitude toward the City in regard to Riverwalk S/D, we felt a Notification Letter was appropriate.

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

McDonald LLC
c/o Clint McDonald
5081 Arkanshire Circle
Springdale, AR 72764-2567

RE: White River Bridge Water/Sewer Relocates
Tract No. 21 (Parcel No. 765-13094-000)
Offer Letter

Dear Mr. McDonald:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers $200.00 for the rights associated with the permanent easement (1,467 square feet) and $165.00 for the rental of the property within the temporary construction and grading easement (3,040 square feet), for a total offer amount of **$365.00.**

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-13094-000
Tract No. 21

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, 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, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-32920)

A part of the West Half (W½) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, described as follows: Beginning at a point on the South line of State Highway No. 16 which is 421.88 feet North and 554 feet West of the NE corner of the SW¼ of the NW¼ of said Section 19 and running thence N 58.5° W with the South line of said highway 13.77 feet, thence in a Southerly direction 536.6 feet to a point which is due South of the beginning point and 525.88 feet from said point; thence East 90 feet; thence North to the South line of said State Highway No. 16; thence N 58.5° W with the South line of said highway to the point of beginning, containing 1.073 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twelve (12) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2005-32920 and adjacent to the South line of an existing 15' utility easement as described in Deed Book 868 at Page 990. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 1,467 square feet (0.03 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the South side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 3,040 square feet (0.07 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

WATER/SEWER EASEMENT
Page 2 of 2

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

McDonald LLC

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 the **McDonald LLC**, 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.

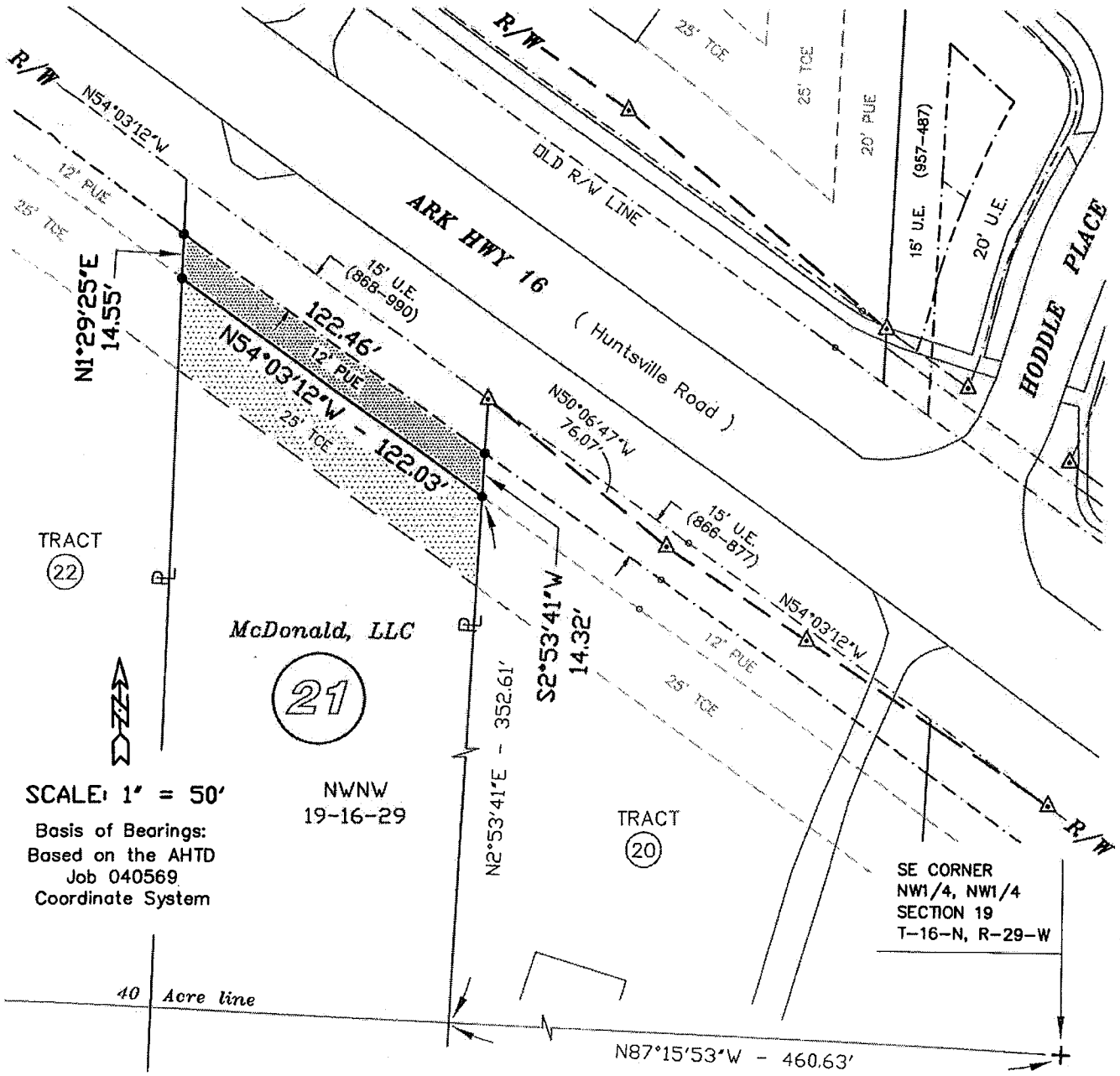
MY COMMISSION EXPIRES:

_____

_____
Notary Public

UTILITY EASEMENT PLAT
TRACT MAP NO. 21
EXHIBIT "A"

PUE –	1,467 SQ. FT. (0.03 AC.)
TCE –	3,040 SQ. FT. (0.07 AC.)



LEGEND

Permanent Utility Easement	Temporary Construction Easement
● — Corner of Permanent Utility Easement	— · — · — Existing Utility Easement Line
765-13094-000 — Tax Parcel Number	PUE — Permanent Utility Easement
2005-32920 — Deed Record	TCE — Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : McDonald, LLC		Project Name : Ar Hwy 16 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Jan. 2013	Scale : 1" = 50'	
	Project No. 122124	AHTD Tract No. 14	Tract No. 21

Fayetteville
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www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

McDonald LLC
c/o Clint McDonald
5081 Arkanshire Circle
Springdale, AR 72764-2567

RE: White River Bridge Water/Sewer Relocates
Tract No. 22 (Parcel No. 765-13092-000)
Offer Letter

Dear Mr. McDonald:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers $510.00 for the rights associated with the permanent easement (3,795 square feet) and $500.00 for the rental of the property within the temporary construction and grading easement (9,308 square feet), for a total offer amount of **$1,010.00.**

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-13092-000
Tract No. 22

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, 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, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-32921)

A part of the West half (W½) of the Fractional Northwest Quarter (Frl. NW¼) of Section 19, Township 16 North, Range 29 West, being more particularly described as follows: Beginning at a point on the South right of way line of State Highway No. 16, which is 695.07 feet South and 229.07 feet East of the Northwest corner of said West Half (W½) of the Fractional Northwest Quarter (Frl. NW¼) (said point also being the Northeast corner of the Joe Franklin Hunt property), thence South 1173.64 feet; thence East 513.11 feet; thence North 446.94 feet; thence West 239.00 feet; thence North 01°16'48" [West] 555.08 feet to the South right of way of the State Highway No. 16; thence North 56°50' West 312.49 feet to the point of beginning; containing 9.18 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twelve (12) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2005-32921 and adjacent to the South line of an existing 15' utility easement as described in Deed Book 957 at Page 629. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 3,795 square feet (0.09 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the South side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 9,308 square feet (0.21 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

WATER/SEWER EASEMENT
Page 2 of 2

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

McDonald LLC

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 the **McDonald LLC**, 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.

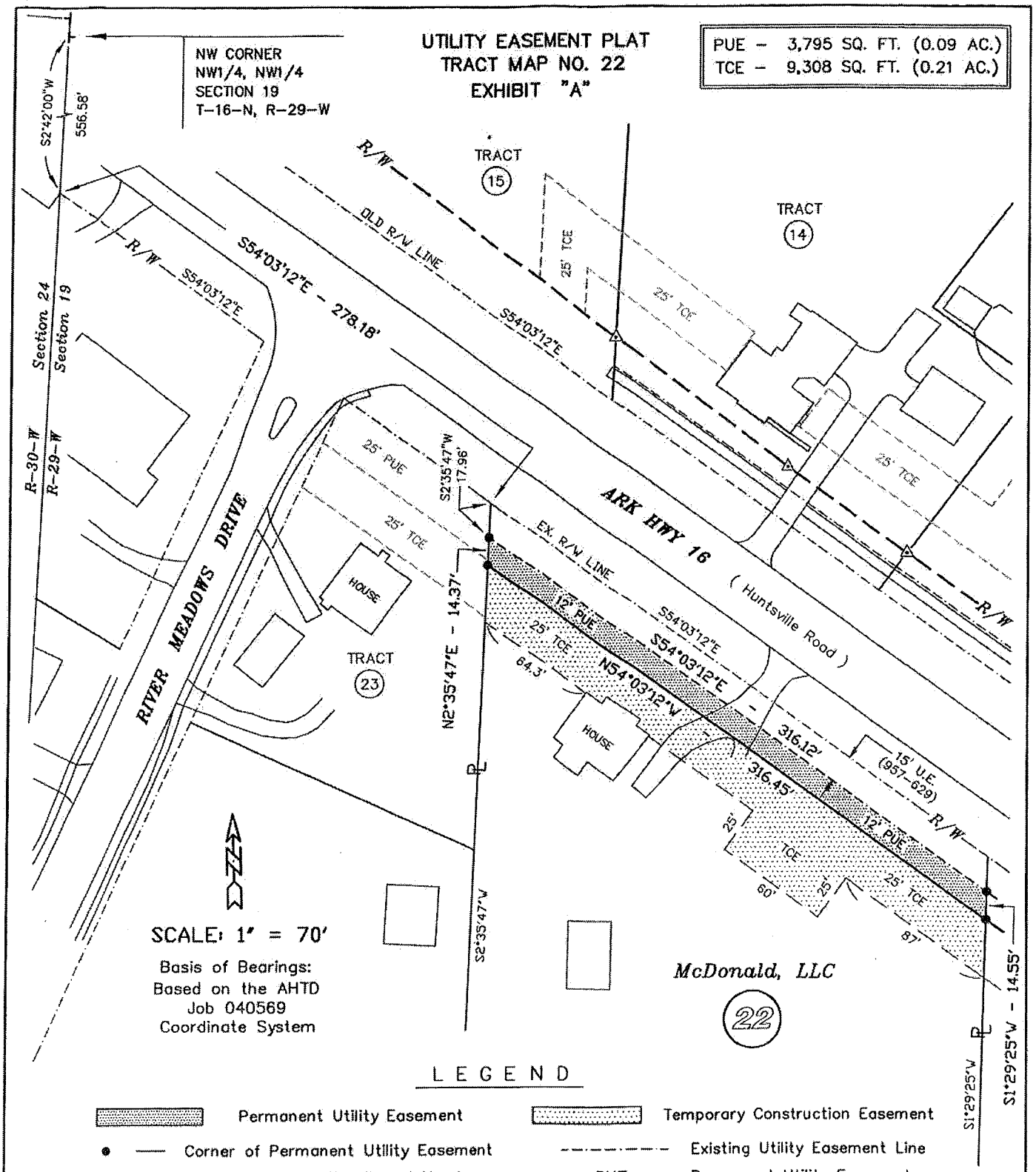
MY COMMISSION EXPIRES:

_____

_____
Notary Public

UTILITY EASEMENT PLAT
TRACT MAP NO. 22
EXHIBIT "A"

PUE –	3,795 SQ. FT. (0.09 AC.)
TCE –	9,308 SQ. FT. (0.21 AC.)



LEGEND

- Permanent Utility Easement
- Temporary Construction Easement
- ● — Corner of Permanent Utility Easement
- Existing Utility Easement Line
- 765-13092-000 — Tax Parcel Number
- PUE — Permanent Utility Easement
- 2005-32921 — Deed Record
- TCE — Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : McDonald, LLC		Project Name : Ar Hwy 16 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Jan. 2013	Scale : 1" = 70'	Tract No. 22
	Project No. 122124	AHTD Tract No. 14	

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

McDonald LLC
c/o Clint McDonald
5081 Arkanshire Circle
Springdale, AR 72764-2567

RE: White River Bridge Water/Sewer Relocates
Tract No. 23 (Parcel No. 765-13095-000)
Offer Letter

Dear Mr. McDonald:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers $340.00 for the rights associated with the permanent easement (2,504 square feet) and $150.00 for the rental of the property within the temporary construction and grading easement (2,789 square feet), for a total offer amount of **$490.00.**

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-13095-000
Tract No. 23

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, 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, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2006-10664, Tract A)

Part of the West Half (W½) of the Northwest Quarter (NW¼) of Section Nineteen (19), Township Sixteen North (16N), Range Twenty-nine West (29W) in Washington County, Arkansas, and being more particularly described as follows, to-wit: Commencing at the Northwest corner of said Section 19, thence South 717.90 feet; thence East 142.42 feet to the Point of Beginning; thence South 21°52'38" West 172.52 feet; thence South 68°21'21" East 165.57 feet; thence North 00°06'53" East 161.88 feet to the South right-of-way of Highway 16; thence North 56°22'51" West 105.71 feet along said South right-of-way to the Point of Beginning, containing 0.49 acres, more or less. Subject to easements and rights-of-way of record.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twenty-five (25) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2006-10664 and adjacent to the existing South right-of-way line of Arkansas Highway 16. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 2,504 square feet (0.06 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the South side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 2,789 square feet (0.06 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

WATER/SEWER EASEMENT
Page 2 of 2

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

McDonald LLC

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 the **McDonald LLC**, 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.

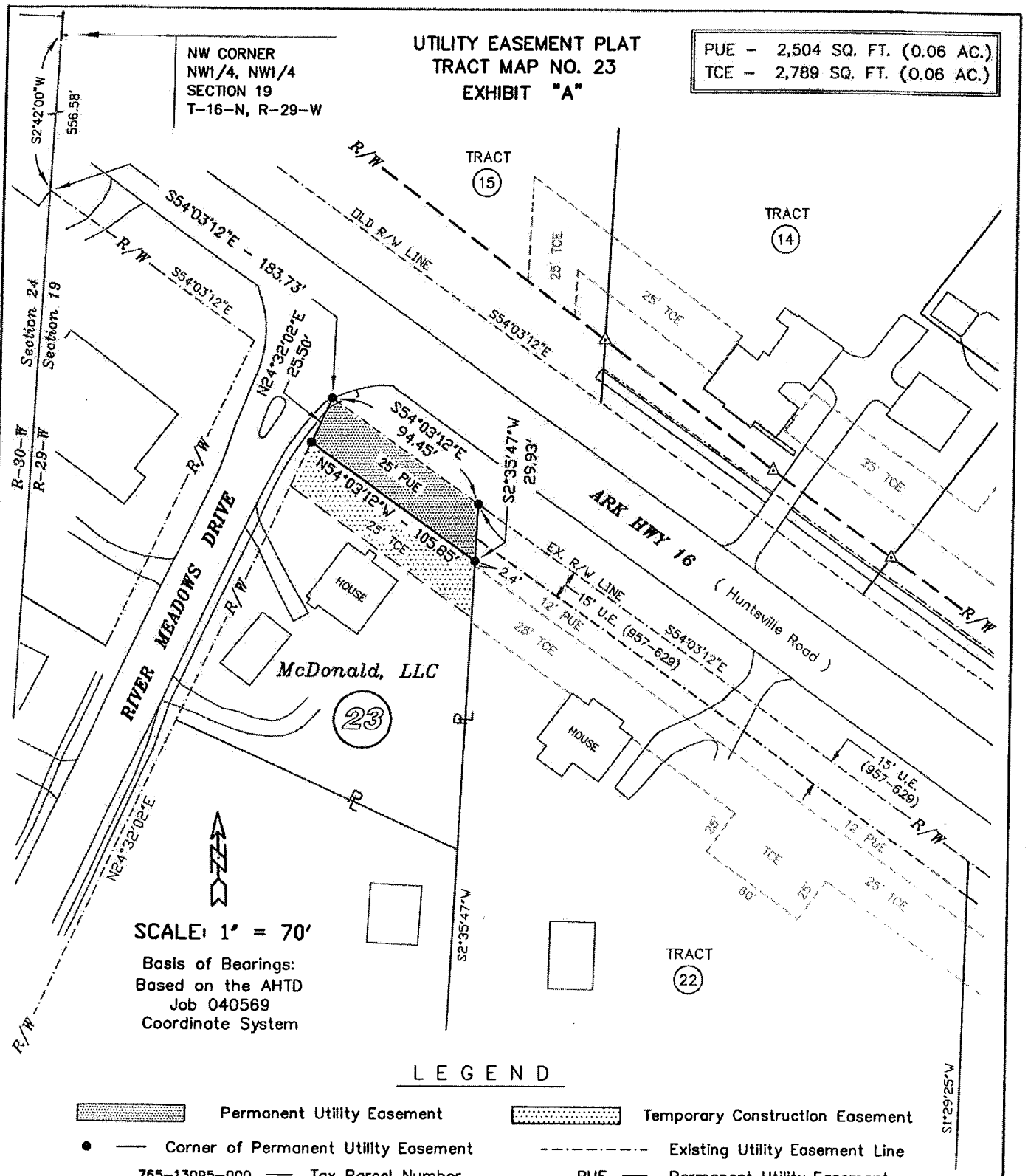
MY COMMISSION EXPIRES:

_____

_____
Notary Public

UTILITY EASEMENT PLAT
TRACT MAP NO. 23
EXHIBIT "A"

PUE –	2,504 SQ. FT. (0.06 AC.)
TCE –	2,789 SQ. FT. (0.06 AC.)



LEGEND

- Permanent Utility Easement
- Temporary Construction Easement
- ● —— Corner of Permanent Utility Easement
- Existing Utility Easement Line
- 765-13095-000 —— Tax Parcel Number
- PUE —— Permanent Utility Easement
- 2006-10664 —— Deed Record
- TCE —— Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : McDonald, LLC		Project Name : Ar Hwy 16 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Jan. 2013	Scale : 1" = 70'	Tract No. 23
	Project No. 122124	AHTD Tract No. 14	

PLEASE RETURN TO:
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(479) 444-3407
FAX: (479) 575-8202

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

_____ Sole Proprietorship
_____ Corporation
_____ Partnership
_____ Tax-exempt organization under Section 501(a)
_____ Foreign Government
_____ Individual
__X__ Other (please explain) Limited Liability Company

Tax Identification Number:

_____ Federal employer identification number

OR

_____ Social Security number (for individual or sole proprietors)

_____ Name associated with above Social Security number

I certify that the above information is true and correct.

McDonald LLC
Name of Individual or Business

5081 Arkanshire Circle
Address

Springdale, AR 74764-2567
City, State, Zip Code

_____ _____
Signature Date

_____
Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 8, 2013

McDonald LLC
c/o Clint McDonald
5081 Arkanshire Circle
Springdale, AR 72764-2567

RE: White River Bridge Water/Sewer Relocates
Tract Nos. 21, 22, & 23
Reminder Letter

Dear Mr. McDonald:

On March 28, 2013, you were mailed three packets of information, including offers for the rights associated with the permanent water/sewer easements. All of this is in connection with the relocation and extension of utilities prior to the Highway 16 widening. We haven't received signed paperwork.

Please keep in mind that the City will do everything in its power to return your property to a condition as good as or better than it was found. You will always have access to your property during construction. Your utilities will be re-connected with as little disruption to your service as possible.

You had mentioned in a phone call that you did not want to discuss the easements along Highway 16 until the final plat for Riverwalk Subdivision, Phase I (a separate project) had been approved. This plat has now been signed and recorded (copy enclosed).

Unfortunately, time is running out for negotiations on this project. The contract will go to bid soon and the City of Fayetteville would like to have all easements acquired well before construction begins. All files not settled will result in a resolution being submitted to the City Council seeking their approval to authorize the City Attorney to seek condemnation and possession of the proposed easements from those properties which have not signed easement documents. To avoid files and negotiations being turned over to the City Attorney's office, it is imperative that one of us hear from you as soon as possible.

Should you elect to accept this offer, the *Water/Sewer Easements* previously mailed to you should be executed by all parties with current ownership interest in the particular property. The documents should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the documents if you will advise our office accordingly. Upon receipt of the signed easement documents and vendor form, a check(s) will be requested and you will be paid the amount indicated in the offer letters.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg

CENTERLINE CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	29.95'	150.00'	15.12'	29.90	N82°52'39"W	11°25'20"
C2	72.30'	300.00'	36.32'	72.21	S87°36'23"W	13°34'01"
C3	31.70'	150.00'	15.94'	31.65	S84°54'29"W	12°06'00"

CENTERLINE LINE TABLE		
LINE	LENGTH	BEARING
L1	194.00'	N87°56'29"W
L2	155.33'	N87°56'29"W
L3	666.34'	N87°56'29"W
L4	150.00'	S02°03'15"W
L5	150.00'	S02°03'15"W
L6	148.70'	S02°03'15"W
L7	650.33'	N87°56'29"W
L8	3.44'	N87°56'29"W
L9	90.02'	S87°56'12"
L10	10.00'	S02°03'15"W
L11	108.00'	S02°03'15"E
L12	150.22'	S02°03'15"E
L13	182.53'	N89°04'50"W
L14	110.78'	S02°03'15"E
L15	293.27'	S08°03'15"E
L16	58.59'	S87°56'45"W
L17	525.00'	N87°56'29"W
L18	57.01'	S02°03'15"W
L19	125.50'	S08°03'15"E
L20	101.58'	N87°56'29"W
L21	320.08'	S87°56'29"E
L22	142.82'	N82°56'14"E
L23	537.91'	S87°56'29"E
L24	130.23'	N02°03'23"E
L25	190.00'	N02°03'23"E
L26	543.00'	N02°56'13"E
L27	150.97'	N02°03'23"E

BUILDING SETBACK TABLE			
ZONING	FRONT	BACK	SIDE
RSF-4	15'	15'	5'

STREET RIGHT-OF-WAY & SIDEWALK TABLE				
STREET	RIGHT OF WAY	STREET WIDTH	SIDEWALK	GREENSPACE
EAST MAGFALL DRIVE	50'	28'	5'	6'
EAST ROYAL DRIVE	50'	28'	5'	6'
EAST HISTORY STREET	50'	28'	5'	6'
SOUTH COBALT STREET	50'	28'	5'	6'
SOUTH SUGARBUSH STREET	50'	28'	5'	6'
ALLEY 24L3	20'	16'	N/A	N/A
ALLEY 24S7	20'	16'	N/A	N/A

STREET RIGHT OF WAY = 85,871 SQUARE FEET
8" WATERLINE = 2,005 LINEAR FEET
8" SEWER LINE = 2,600 LINEAR FEET
LENGTH OF STREET = 3,930 LINEAR FEET
LENGTH OF ALLEY = 1,400 LINEAR FEET
5' SIDEWALK = 7,050 LINEAR FEET
12' CITY TRAIL = 665 LINEAR FEET

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

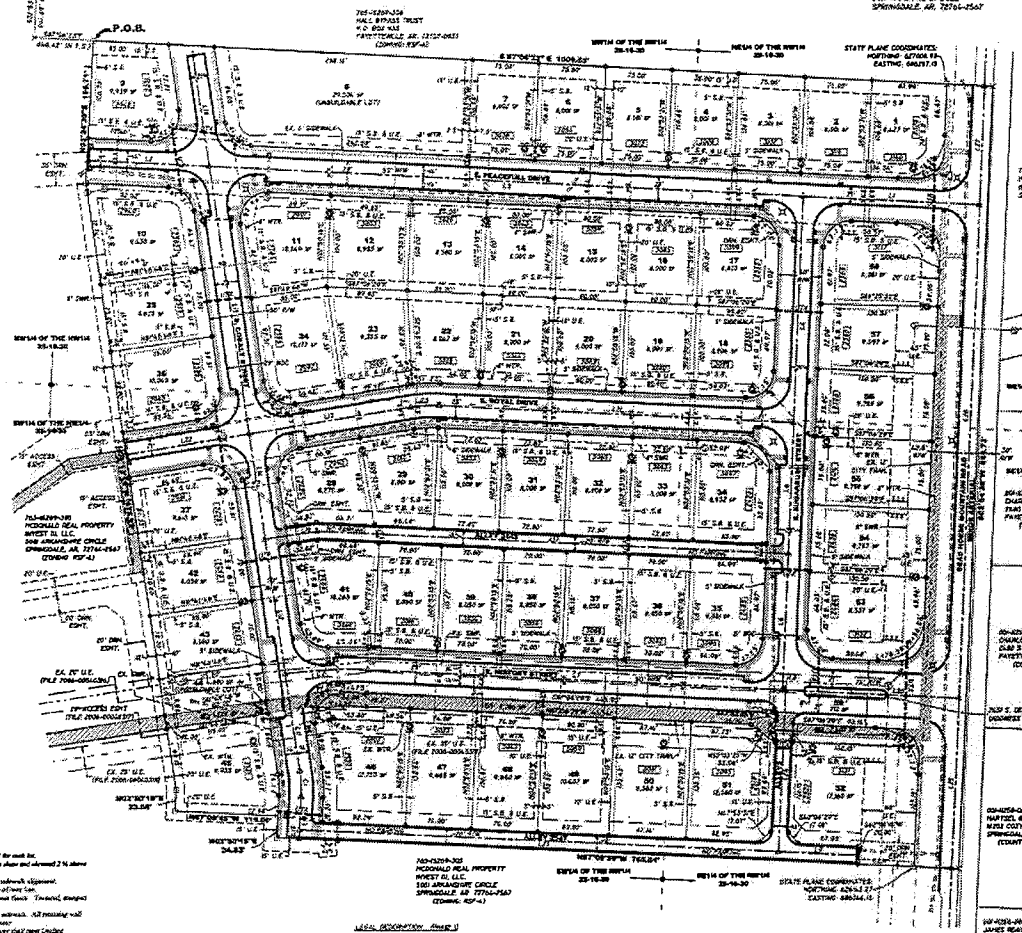
ZONING TABLE	
ZONING	LOTS
RSF-4	1-61

Owner
MCDONALD REAL PROPERTY INVEST III, LLC
NEAL MCDONALD, MANAGING MEMBER
5081 ARKANSAS CIRCLE
SPRINGDALE, AR. 72764-2567

LEGEND
- CALCULATED POINT
- CONCRETE BOUNDARY CORNER
- SET IRON PIN & CAP
- CENTERLINE MARKER
- SEWER MANHOLE
- STREET LIGHT
- DOUBLE WATER METER SET
- SINGLE WATER METER SET
- FIRE HYDRANT ASSEMBLY
- WATER FITTING
- GAS LINE
- SIDE BUILDING SETBACK
- CENTERLINE STREET
- NEW 8" WATERLINE
- NEW 8" SEWER LINE
- UTILITY EASEMENT
- BUILDING SETBACK
- 5' SIDEWALK
- ITEM NOTED AND NOT DEPICTED
- EXISTING 5' SIDEWALK
- DRAINAGE PIPE
- WATER SERVICE
- SEWER SERVICE
- UTILITY CROSSING
- STREET ADDRESS

VICINITY MAP
SITE
FAYETTEVILLE, ARKANSAS

N
W E
S



NOTES:

1) CURRENT ZONING = RSF-4.

2) PLAT PAGE: 479, 518, 519 & 555

3) THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #05143C0215-G DATED MAY 16, 2009.

4) STATE PLANE COORDINATES BASED ON CITY OF FAYETTEVILLE STATE PLANE COORDINATE SYSTEM.

5) LOT 6 AND 64 ARE UNBUILDABLE LOTS.

6) EACH LOT MUST FOLLOW THE APPROVED MASTER RESIDENTIAL LOT DRAINAGE PLAN.

7) NO PARKING ALLOWED ON ALLEYS.

8) NO ACCESS SHALL BE ALLOWED TO ANY LOTS FROM DEAD HORSE MOUNTAIN ROAD

9) LOTS 60, 61 & 62 ARE DEDICATED TO THE FAYETTEVILLE PARKS DEPARTMENT.

SIDEWALK/DRIVEWAY NOTES:

1. Sidewalks shall be installed by individual lot owner as building permits are issued the week list.
2. The sidewalk shall be continuous through driveways with a maximum of 2 % cross slope and allowed 2 % slope on all ramps.
3. All utility pedestals, manholes and vaults shall be installed behind of the proposed sidewalk alignment.
4. All commercial driveways shall have a minimum width of 24' measured at the right of way line.
5. Driveway approaches shall be constructed of Portland Cement Concrete with a broom finish. Textured, stamped or exposed aggregate concrete is not allowed within the street right of way.
6. All retaining walls shall be set back an minimum of 2 feet from the right of way or sidewalk. All retaining wall construction must be on for building permit and have the approval of the city Engineer.
7. New sidewalks, driveway approaches, or access ramps constructed in the right of way shall meet Civilite Development Ordinance Section 176.15 (a.3.a (Ord. 4-4281). An inspection is required prior to the concrete pour.
8. Access ramps shall be installed as per this site.
9. A 36 in wide strip of detectable warnings (truncated domes) should be installed at the bottom of a curb ramp to indicate the transition from the sidewalk to the street.
10. Pedestrian crossings (ramps are required on intersections of 30 feet or less. Some points or mid points (3 inch depth) are required at regular intervals not greater than 50 feet.

LEGAL DESCRIPTION (Page 1)

A PART OF THE VIRTUAL OF SECTION 25 T18N, R30W IN WASHINGTON COUNTY, ARKANSAS AND MORE SPECIFIED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SECTION 25 THENCE S02°03'15"W 90.00 FEET, THENCE S87°56'12"E 642.42 FEET TO THE P.O.B.; THENCE S87°56'12"E 1010.53 FEET, THENCE S02°54'36"W 666.78 FEET, THENCE N87°56'29"W 765.37 FEET, THENCE N02°56'13"E 31.33 FEET, THENCE N87°56'15"W 89.00 FEET, THENCE N87°56'15"W 23.33 FEET, THENCE N87°56'15"W 675.17 FEET, THENCE N87°24'19"E 150.71 FEET TO THE P.O.B.; CONTAINING 16.12 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD OR NOT OF RECORD.

CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM
I HEREBY CERTIFY THAT THE WATER DISTRIBUTION SYSTEM AND SANITARY COLLECTION SYSTEM HAVE BEEN INSTALLED IN THE SUBDIVISION FULLY THAT THE REQUIREMENTS OF THE ARKANSAS STATE BOARD OF HEALTH AND THE CITY OF FAYETTEVILLE.
2/26/13
DATE — CITY ENGINEER

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE
I HEREBY CERTIFY THAT THE STREET AND DRAINAGE SYSTEM HAVE BEEN INSTALLED IN THE SUBDIVISION FULLY THAT REQUIREMENTS OF THE CITY OF FAYETTEVILLE.
2/26/13
DATE — CITY ENGINEER

CERTIFICATE OF APPROVAL OF PLANTING AND LAND RECLAMATION PLAN
I HEREBY CERTIFY THAT THE FINAL PLAT CONFORMS TO THE CHAPTER 166 (LSD) WITH THE APPROVED RECLAMATION OF
5/13/13
DATE — PLANNING & DEVELOPMENT DIRECTOR

CERTIFICATE OF APPROVAL OF BUILDING SETBACK REQUIREMENTS
I HEREBY CERTIFY THAT ALL BUILDING SETBACK REQUIREMENTS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE CURRENT SETBACK REQUIREMENTS.
DATE — ZONING & DEVELOPMENT ADMINISTRATOR

CERTIFICATE OF ACCEPTANCE FOR RECORDING
THIS PLAT WAS REVIEWED AND ACCEPTED BY THE FAYETTEVILLE PLANNING COMMISSION ON ____ DAY OF ____, 20__.
DATE — SECRETARY, PLANNING COMMISSION

CERTIFICATE OF SURVEY AND ACCURACY
I HEREBY CERTIFY THAT THE PLAT AND THE ACCURACY AND SUFFICIENCY ATTACHED IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS REQUIRED BY THE ARKANSAS REGULATIONS OF THE CITY OF FAYETTEVILLE, ARKANSAS.
10/24/12
DATE — REGISTERED LAND SURVEYOR

CERTIFICATE OF APPROVAL OF TREE PROTECTION & REPLACEMENT
I HEREBY CERTIFY THAT THE PLAT HAS COMPLIED WITH THE REQUIREMENTS OF THE TREE PROTECTION AND REPLACEMENT ORDINANCE OF THE CITY OF FAYETTEVILLE CODE.
3/26/2012
DATE — REGISTERED LAND SURVEYOR

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS
I HEREBY CERTIFY THAT ALL UTILITY EASEMENTS, INCLUDING CABLE TELEVISION EASEMENTS, PLATTED IN THIS SUBDIVISION HAVE BEEN REVIEWED AND APPROVED BY THE UNDERSIGNED UTILITIES OF THE CITY OF FAYETTEVILLE, ARKANSAS.
10/25/12 — SOUTHWESTERN ENERGY
10/25/12 — AT&T
10/25/12 — CENTERPOINT ENERGY
10/25/12 — COX COMMUNICATIONS
10/25/12 — CITY WATER & LIGHT
10/25/12 — CITY ENGINEER

CERTIFICATE OF APPROVAL OF IMPROVEMENTS
I HEREBY CERTIFY THAT THE IMPROVEMENTS BY THE CITY WATER AND STREET DEPARTMENT TO COMPLY WITH THE CITY SPECIFICATIONS. THE UNDERSIGNED WILL BE RESPONSIBLE FOR THE CONSTRUCTION AND INSPECTION OF ALL IMPROVED SHOWN ON THIS PLAT.
2/26/13
DATE — CITY ENGINEER

CERTIFICATE OF OWNERSHIP & DEDICATION
WE, THE UNDERSIGNED OWNERS, REPRESENTATIVES AND MORTGAGEE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, AND HEREBY DEDICATE THE STREETS AND ALLEYS AS SHOWN ON THE PLAT FOR PUBLIC USE AND RIGHT OF WAY AND DEDICATE ALL UTILITY EASEMENTS AND DRAINAGE EASEMENTS AND RIGHTS OF WAY TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES AND EQUIPMENT NOT SHALL PROVIDED COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE THE GUARANTEE AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF SAID FACILITIES AND THE RIGHT OF SAID FACILITIES. ALSO DEDICATED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PERMANENT THE EXISTENCE OF BUILDINGS, STRUCTURES, OR TREES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE ON THE TREES WITHIN SAID EASEMENTS.
10-5-12
DATE — OWNER

REGISTERED LAND SURVEYOR
STATE OF ARKANSAS
JAMES R. JORGENSEN
No. 1201

SCALE: 1"=50'	DATE: 12/21/11	DATE REVISED: 10-8-12	DRAWN BY: RLJ
CHECKED BY: RLJ	DRAWING NO. 1 OF 1		

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS
1151 N. FRANKLIN DRIVE • FAYETTEVILLE, ARKANSAS 72703 • (479)443-1811 • FAX (479)443-1812

RIVERWALK SUBDIVISION PHASE I
FINAL PLAT

24-20

2013-0000020

Holly Jones - White River Bridge Water/Sewer Relocates for Tracts 21,22 & 23

From: <clintonneal@aol.com>
To: <hjones@ci.fayetteville.ar.us>
Date: 5/29/2013 7:58 AM
Subject: White River Bridge Water/Sewer Relocates for Tracts 21,22 & 23
Attachments: Bridgedale_Plaza_Appraisal_5-3-12_(1).pdf

Ms. Holly Jones,

I have looked over the proposal for purchasing the PUE along Hwy 16 that takes up a portion of my property. In purchasing the PUD stated, it would reduce the amount of land that can be developed. I understand parking lots can be placed over utilities, but structures can not. For example, if the land sold and went back through planning, one may be forced to put buildings close to street and parking in the rear. I know this is a trend we are seeing as developers. In this example, one would we be forced to move buildings back from HWY further, do to the PUE, therefore reducing the amount of land that can be developed. I understand I would still have 16 acres, it is just that my acres that could be developed would be decreased, therefore costing me $4.25 per square foot.

In closing, this is my offer to purchase the land area for the PUE....$4.25 per square foot. Attached is a recent appraisal on the area in question that will illustrate this clearly.

Thank you,
Clint McDonald

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

June 7, 2013

McDonald LLC
c/o Clint McDonald
5081 Arkanshire Circle
Springdale, AR 72764-2567

RE: White River Bridge Water/Sewer Relocates
Tract No. 21, Tract 22, Tract 23
Side Letter And Offer Acceptance

Dear Mr. McDonald:

Thank you for calling and emailing Holly Jones and voicing all your concerns.

We would like to reassure you that any damage done to your yards and driveways on these tracts during construction will be repaired and returned to a condition as good as or better than it was found and you and or your tenants will always have access to the property during construction.

We hereby accept your counter offer as follows: We have reduced and/or removed the temporary construction easements on all three tracts. On Tract 21: the City of Fayetteville herein offers **$1,560.00** for the rights associated with the permanent easement (1,467sf). On Tract 22: the City of Fayetteville offers **$4,030.00** for the rights associated with permanent easement (3,795sf) and **$1,275.00** rental of the property within the temporary construction and grading easement (3,000sf). On Tract 23: the City of Fayetteville offers **$2,660.00** for the rights associated with the permanent easement (2,504sf), for a total new offer of **$9,525.00.**

Enclosed you will find revised *Water/Sewer Easements* showing reduced and/or removed temporary construction and grading easements. These documents should be signed by all parties with ownership interest in the property and returned to the City along the enclosed Vendor Form (signed with either EIN or SSN). As soon as these documents are received a check will be requested for the full amount shown above. It takes approximately three weeks for the checks to be processed through our system.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/hj

Enclosure

White River Bridge Water/Sewer Relocations
Parcel No. 765-13094-000
Tract No. 21

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, 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, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-32920)

A part of the West Half (W½) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, described as follows: Beginning at a point on the South line of State Highway No. 16 which is 421.88 feet North and 554 feet West of the NE corner of the SW¼ of the NW¼ of said Section 19 and running thence N 58.5° W with the South line of said highway 13.77 feet, thence in a Southerly direction 536.6 feet to a point which is due South of the beginning point and 525.88 feet from said point; thence East 90 feet; thence North to the South line of said State Highway No. 16; thence N 58.5° W with the South line of said highway to the point of beginning, containing 1.073 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twelve (12) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2005-32920 and adjacent to the South line of an existing 15' utility easement as described in Deed Book 868 at Page 990. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 1,467 square feet (0.03 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

McDonald LLC

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 the **McDonald LLC**, 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.

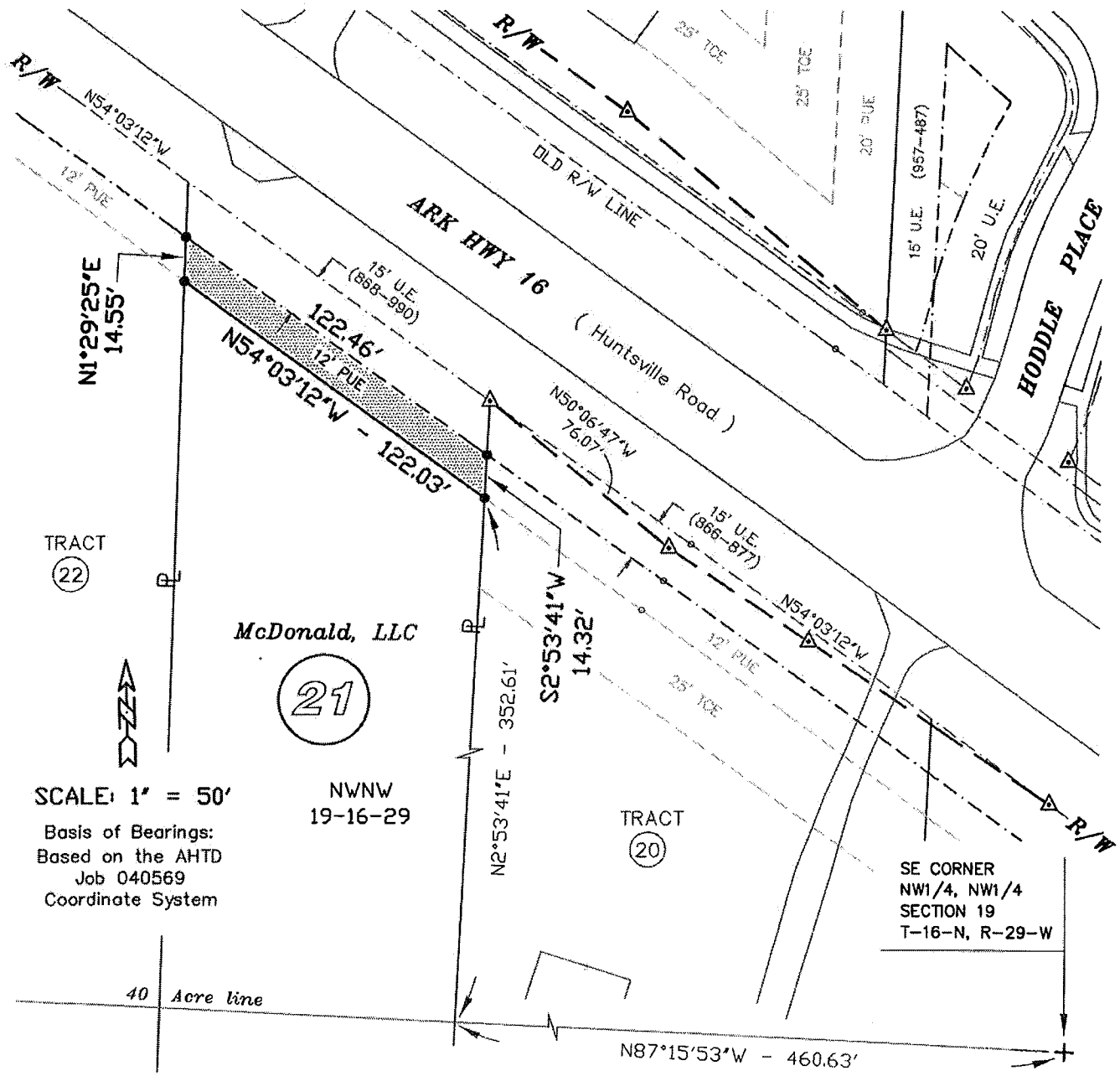
MY COMMISSION EXPIRES:

_____

_____
Notary Public

UTILITY EASEMENT PLAT
TRACT MAP NO. 21
EXHIBIT "A"

PUE – 1,467 SQ. FT. (0.03 AC.)
TCE – NONE



LEGEND

Permanent Utility Easement	Temporary Construction Easement
● —— Corner of Permanent Utility Easement	Existing Utility Easement Line
765-13094-000 —— Tax Parcel Number	PUE —— Permanent Utility Easement
2005-32920 —— Deed Record	TCE —— Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : McDonald, LLC		Project Name : Ar Hwy 16 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: June, 2013	Scale : 1" = 50'	Tract No. 21
	Project No. 122124	AHTD Tract No. 14	

White River Bridge Water/Sewer Relocations
Parcel No. 765-13092-000
Tract No. 22

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, 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, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2005-32921)

A part of the West half (W½) of the Fractional Northwest Quarter (Frl. NW¼) of Section 19, Township 16 North, Range 29 West, being more particularly described as follows: Beginning at a point on the South right of way line of State Highway No. 16, which is 695.07 feet South and 229.07 feet East of the Northwest corner of said West Half (W½) of the Fractional Northwest Quarter (Frl. NW¼) (said point also being the Northeast corner of the Joe Franklin Hunt property), thence South 1173.64 feet; thence East 513.11 feet; thence North 446.94 feet; thence West 239.00 feet; thence North 01°16'48" [West] 555.08 feet to the South right of way of the State Highway No. 16; thence North 56°50' West 312.49 feet to the point of beginning; containing 9.18 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twelve (12) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2005-32921 and adjacent to the South line of an existing 15' utility easement as described in Deed Book 957 at Page 629. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 3,795 square feet (0.09 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the South side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 3,000 square feet (0.07 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

McDonald LLC

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 the **McDonald LLC**, 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.

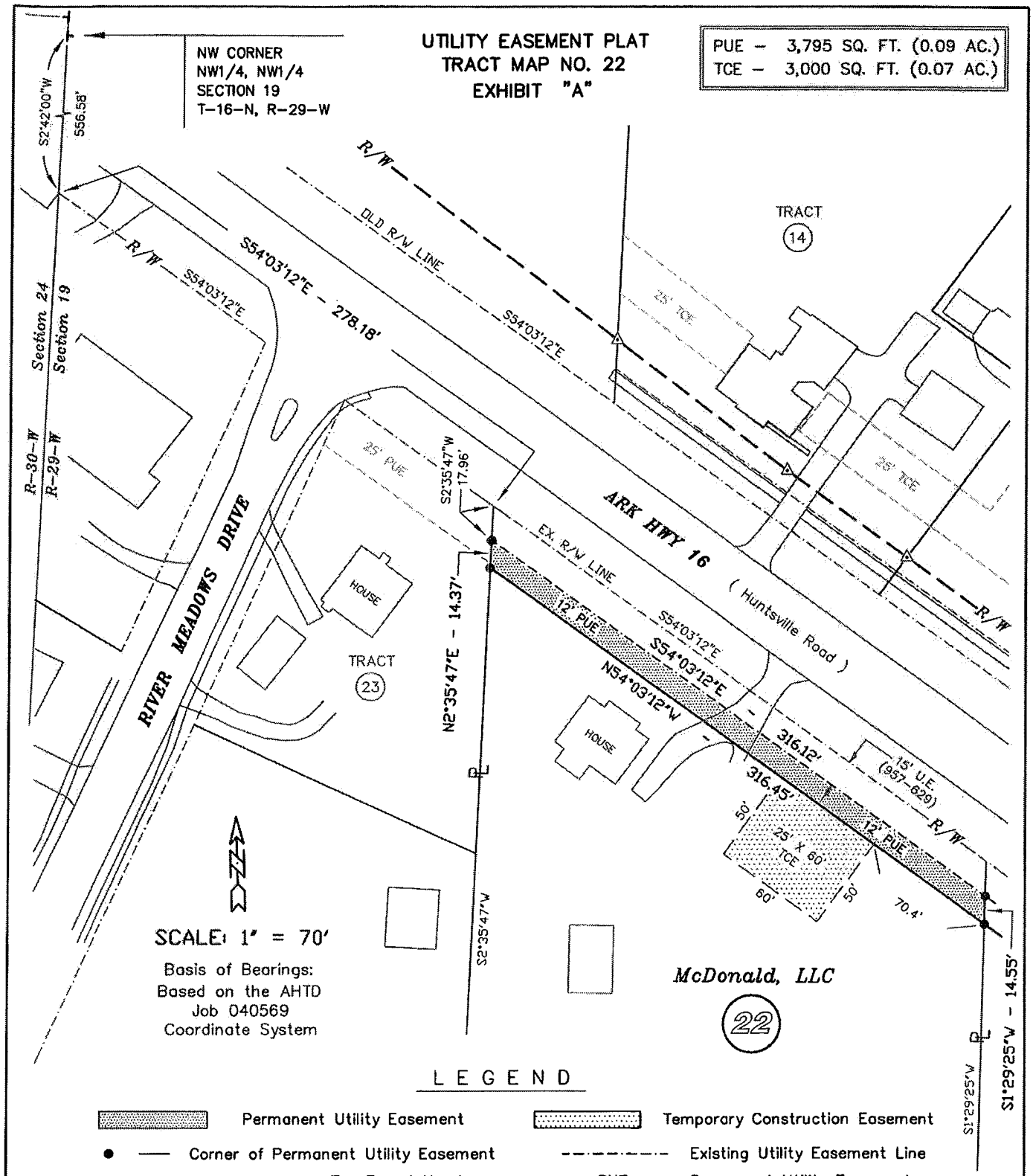
MY COMMISSION EXPIRES:

_____

_____
Notary Public

UTILITY EASEMENT PLAT
TRACT MAP NO. 22
EXHIBIT "A"

PUE –	3,795 SQ. FT. (0.09 AC.)
TCE –	3,000 SQ. FT. (0.07 AC.)



LEGEND

- Permanent Utility Easement
- Temporary Construction Easement
- ● — Corner of Permanent Utility Easement
- Existing Utility Easement Line
- 765-13092-000 — Tax Parcel Number
- PUE — Permanent Utility Easement
- 2005-32921 — Deed Record
- TCE — Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : McDonald, LLC		Project Name : Ar Hwy 16 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: June, 2013	Scale : 1" = 70'	Tract No. 22
	Project No. 122124	AHTD Tract No. 14	

White River Bridge Water/Sewer Relocations
Parcel No. 765-13095-000
Tract No. 23

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **McDonald LLC**, 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, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Deed Ref. 2006-10664, Tract A)

Part of the West Half (W½) of the Northwest Quarter (NW¼) of Section Nineteen (19), Township Sixteen North (16N), Range Twenty-nine West (29W) in Washington County, Arkansas, and being more particularly described as follows, to-wit: Commencing at the Northwest corner of said Section 19, thence South 717.90 feet; thence East 142.42 feet to the Point of Beginning; thence South 21°52'38" West 172.52 feet; thence South 68°21'21" East 165.57 feet; thence North 00°06'53" East 161.88 feet to the South right-of-way of Highway 16; thence North 56°22'51" West 105.71 feet along said South right-of-way to the Point of Beginning, containing 0.49 acres, more or less. Subject to easements and rights-of-way of record.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 19, Township 16 North, Range 29 West, Washington County, Arkansas, being more particularly defined as follows: A twenty-five (25) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2006-10664 and adjacent to the existing South right-of-way line of Arkansas Highway 16. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 2,504 square feet (0.06 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

McDonald LLC

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 the **McDonald LLC**, 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.

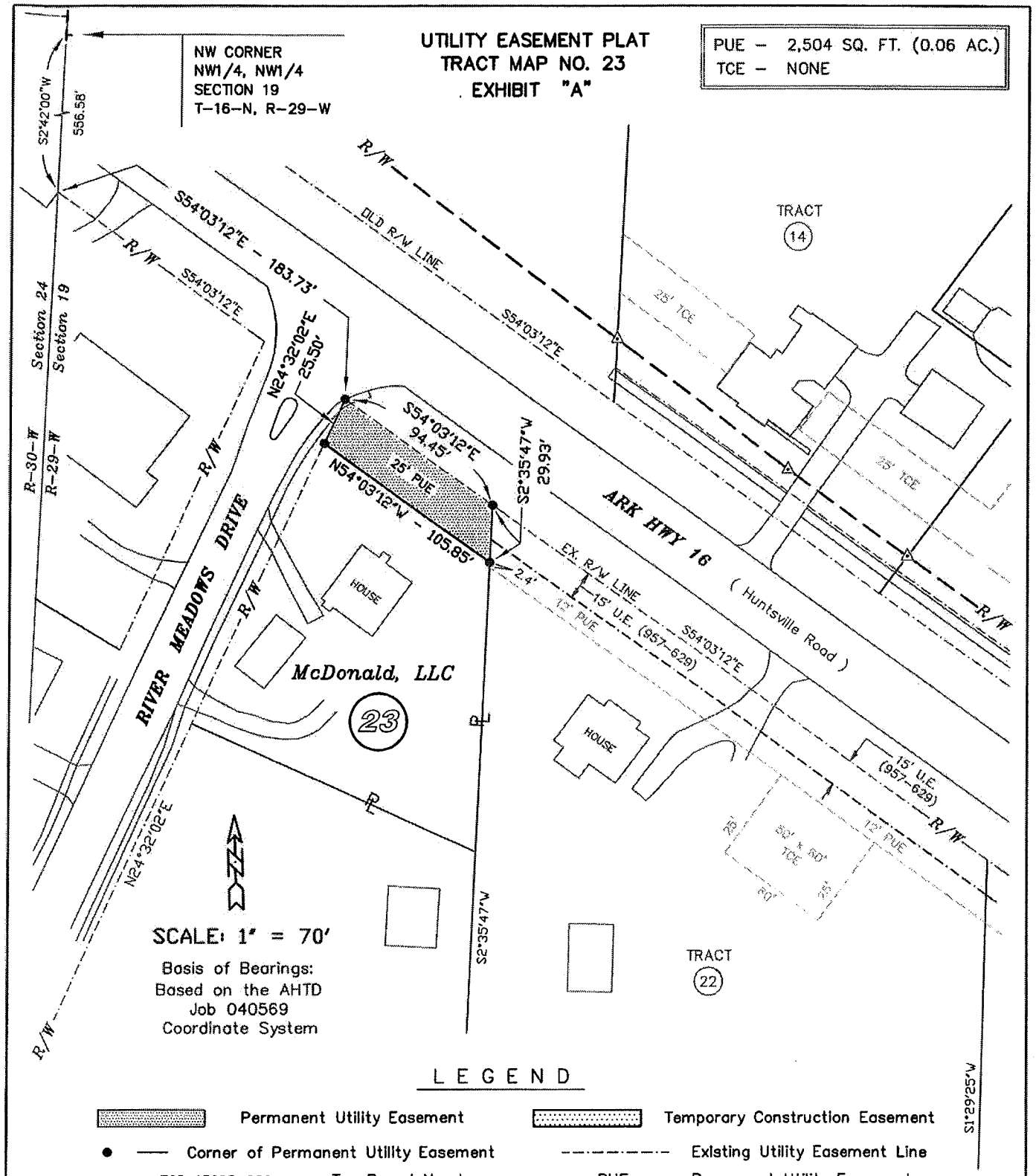
MY COMMISSION EXPIRES:

_____

_____
Notary Public

UTILITY EASEMENT PLAT
TRACT MAP NO. 23
EXHIBIT "A"

PUE – 2,504 SQ. FT. (0.06 AC.)
TCE – NONE



LEGEND

Permanent Utility Easement
Temporary Construction Easement
● — Corner of Permanent Utility Easement
Existing Utility Easement Line
765-13095-000 — Tax Parcel Number
PUE — Permanent Utility Easement
2006-10664 — Deed Record
TCE — Temporary Construction Easement

CITY OF FAYETTEVILLE *Water & Sewer Department*	Property Owner : McDonald, LLC		Project Name : Ar Hwy 16 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: June, 2013	Scale : 1" = 70'	Tract No. 23
	Project No. 122124	AHTD Tract No. 14	

CASE HISTORY
WHITE RIVER BRIDGE WATER/SEWER RELOCATES
Turn-Key Homes of NWA LLC

3/28/13	Offer packet mailed (to P.O Box 180, Goshen, AR) including offer letter ($385.00), proposed easement, and exhibit.
5/3/13	Reminder letter sent (to Attn: Brandon Sullivan, 701 W. Sharp Dr., Fayetteville, AR).
5/13/13	Sharp Drive mailing returned. Mailed out to Attn: Brandon Sullivan, 1031 N. College Ave., Fayetteville, AR.
5/30/13	Notification letter mailed to 1031 N. College Ave. address.
6/5/13	Brandon Sullivan called. Said he will send in signed documents.

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 28, 2013

Turn-Key Homes of NWA LLC
Attn: Brandon Sullivan
1031 North College
Fayetteville, AR 72701

RE: White River Bridge Water/Sewer Relocates
Tract No. 26
Notification

Dear Mr. Sullivan:

On March 25, 2013, you were mailed a packet of information specific to property you own in connection with the relocation of utilities with the above mentioned project. A reminder letter was mailed on May 1, 2013 to an alternate address, with yet a third attempt (third address) on May 13, 2013. However, as of the date of this letter, the City of Fayetteville has had no reply from you or your representative nor received signed documents.

Construction bids for this project are scheduled to be opened soon. However, the City of Fayetteville needs to have all right-of-way and easements acquired well before construction begins.

At the July 2, 2013 City Council meeting a resolution will be submitted seeking Council approval authorizing the City Attorney to seek condemnation and possession of the proposed easements, for the above-mentioned project, from those properties which have not signed documents. This meeting of the Fayetteville City Council will be held on July 2, 2013 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas. You and/or your representative are welcome to attend.

Upon approval by the City Council, procedures will be started by the City Attorney's office to obtain a writ of possession through the courts. However, please keep in mind that condemnation proceedings can be stopped at any time if an agreement is reached before the court date.

If you have any questions or concerns about the information sent to you, please do not hesitate to call. A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. If you do not have any questions or concerns and elect to accept our offer, please execute the previously mailed documents and vendor form and return them to the City of Fayetteville. The documents must be executed by all parties with current ownership interests in the particular property and notarized.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 1, 2013

Turn-Key Homes NWA, LLC
Attn: Brandon Sullivan
701 W. Sharp Drive
Fayetteville, AR 72703

RE: White River Bridge Water/Sewer Relocates
Tract No. 26
Reminder Letter

Dear Mr. Sullivan:

On March 28, 2013, you were mailed a packet of information, including an offer of $255.00 for the rights associated with the permanent easement (1,874 square feet) and $130.00 for the rental of the property within the temporary construction and grading easement (2,357 square feet), for a total offer amount of **$385.00**. All of this is in connection with the relocation and extension of utilities prior to the Highway 16 widening. As we haven't heard from you since nor have we received signed paperwork, we are trying an alternate address.

Please keep in mind that the City will do everything in its power to return your property to a condition as good as or better than it was found. You will always have access to your property during construction. Your utilities will be re-connected with as little disruption to your service as possible.

Unfortunately, time is running out for negotiations on this project. The contract will go to bid soon and the City of Fayetteville would like to have all easements acquired well before construction begins. All files not settled will result in a resolution being submitted to the City Council seeking their approval to authorize the City Attorney to seek condemnation and possession of the proposed easements from those properties which have not signed easement documents. To avoid files and negotiations being turned over to the City Attorney's office, it is imperative that one of us hear from you as soon as possible.

Should you elect to accept this offer, the *Water/Sewer Easement* previously mailed to you should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the signed easement document and vendor form, a check will be requested and you will be paid the amount indicated in the offer letter.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Jill Goddard at (479) 444-3407 or Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Turn-Key Homes NWA, LLC
P.O. Box 180
Goshen, AR 72735

RE: White River Bridge Water/Sewer Relocates
Tract No. 26
Offer Letter

Dear Sir or Madam:

As you may be aware, the Arkansas Highway and Transportation Department (AHTD) is planning improvements to Highway 16 East. In conjunction with this road widening, utility lines will be relocated outside of the right-of-way as well as extensions and loops will be made to the system. This relocation will require permanent easements. Any temporary construction and grading easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville hereby offers $255.00 for the rights associated with the permanent easement (1,874 square feet) and $130.00 for the rental of the property within the temporary construction and grading easement (2,357 square feet), for a total offer amount of **$385.00.**

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easements. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Time is of the essence on this project in order to keep construction on schedule. Please respond by April 19, 2013. If we have not heard from you by then, we will be in immediate further contact.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

March 25, 2013

Turn-Key Homes NWA, LLC
P.O. Box 180
Goshen, AR 72735

RE: White River Bridge Water/Sewer Relocates
Tract No. 26
Offer Letter

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Sincerely,

David Jurgens
Utilities Director

DJ/jsg
Enclosures

White River Bridge Water/Sewer Relocations
Parcel No. 765-14243-000
Tract No. 26

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Turn-Key Homes of Northwest Arkansas, 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, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation,** hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2012-00002368)

A part of the SW¼ of the SE¼ of Section 13, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows, to-wit: Beginning at a point 43.5 feet West of the Southeast corner of said forty acre tract, and running thence North 6 degrees East 229.8 feet to an iron stake on the South line of the right of way of Highway #16, thence North 70 degrees 30 minutes West along the South right-of-way of Highway 110 feet to an iron stake, thence South 7 degrees West along an existing fence line 272 feet to the South line of said forty acre tract (said point being 229 feet East of the Southwest corner of a five acre tract conveyed to Mrs. Mole E. Thomas by G. A. Lawson and Allie Lawson, his wife, said deed recorded in record book 338 at page 392), thence East 112.5 feet to the point of beginning, containing 0.64 acres, more or less.

LESS AND EXCEPT: That highway right-of-way as deeded to the Arkansas State Highway Commission in Deed Ref. 2012-00029779, containing 79 square feet, more or less, and being a part of AHTD Job No. 040569.

PERMANENT EASEMENT DESCRIPTION:

Part of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 13, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly defined as follows: A twenty (20) foot permanent utility easement of equal and uniform width located within property described in Deed Ref. 2012-2368 and adjacent to the South line of the new proposed right-of-way of Arkansas State Highway 16 (AHTD Job 040569) and to the existing South right-of-way line of Arkansas Highway 16. This permanent utility easement is shown and dimensioned on the attached Exhibit "A" Map and contains 1,874 square feet (0.04 acres), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A twenty-five (25) foot temporary construction and grading easement of equal and uniform width located along the South side of the above permanent water/sewer easement as shown on the attached Exhibit "A" Map. This temporary construction and grading easement contains 2,357 square feet (0.05 acres), more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure presently located within said temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

WATER/SEWER EASEMENT
Page 2 of 2

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2013.

Turn-Key Homes of Northwest Arkansas, LLC

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 the **Turn-Key Homes of Northwest Arkansas, 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.

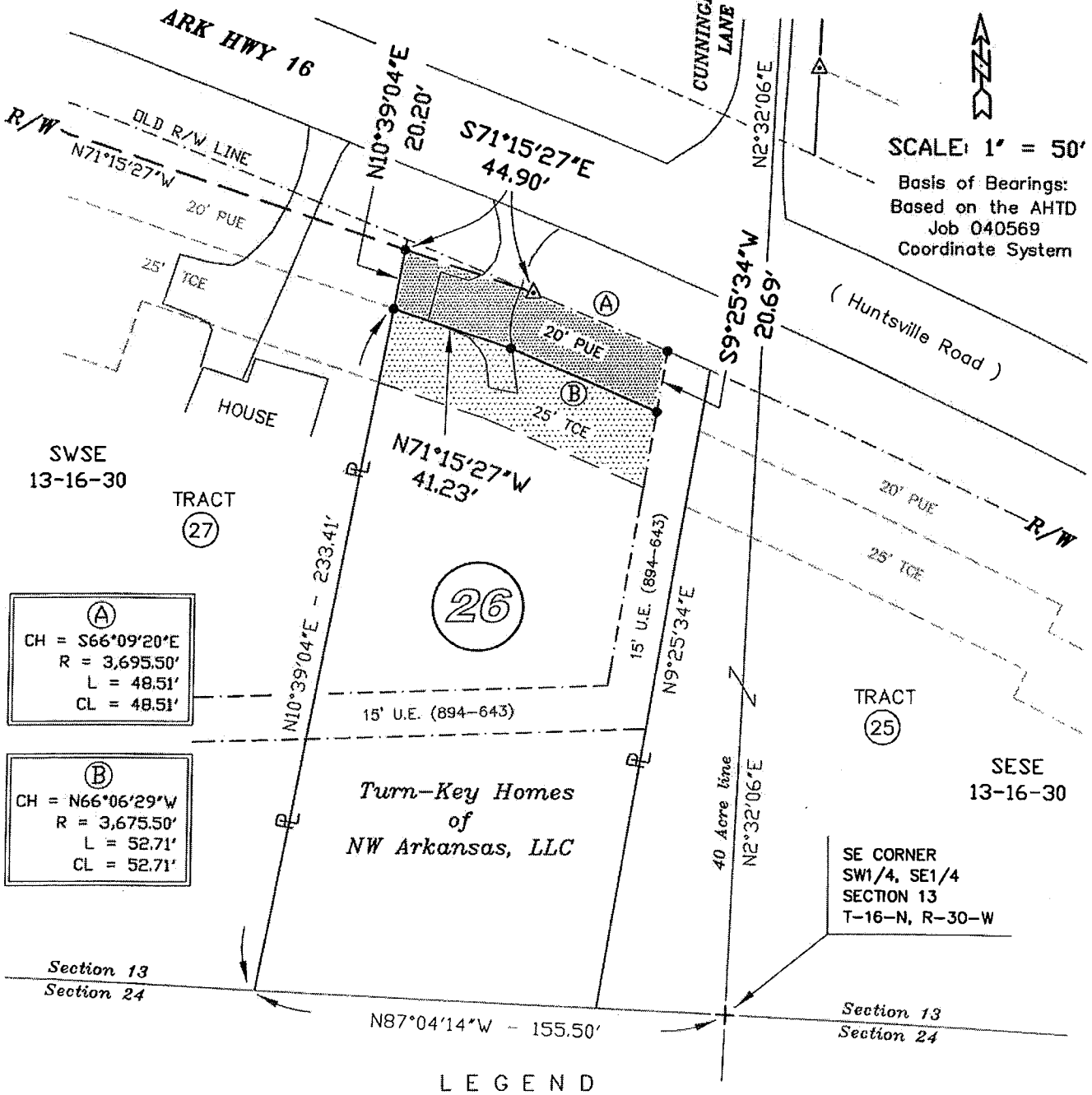
MY COMMISSION EXPIRES:

_____

_____
Notary Public

UTILITY EASEMENT PLAT
TRACT MAP NO. 26
EXHIBIT "A"

PUE –	1,874 SQ. FT. (0.04 AC.)
TCE –	2,357 SQ. FT. (0.05 AC.)



Ⓐ
CH = S66°09'20"E
R = 3,695.50'
L = 48.51'
CL = 48.51'

Ⓑ
CH = N66°06'29"W
R = 3,675.50'
L = 52.71'
CL = 52.71'

LEGEND

	Permanent Utility Easement		Temporary Construction Easement
•	Corner of Permanent Utility Easement		Existing Utility Easement Line
765-14243-000	Tax Parcel Number	PUE	Permanent Utility Easement
2012-02368	Deed Record	TCE	Temporary Construction Easement

CITY OF FAYETTEVILLE Water & Sewer Department	Property Owner : Turn-Key Homes of NW Ar, LLC		Project Name : Ar Hwy 16 W/S Line Relocation
	Drawn by : McClelland Consulting Engineers		No. / Revisions / Date
	Date: Jan. 2013	Scale : 1" = 50'	
	Project No. 122124	AHTD Tract No. 6	Tract No. 26

PLEASE RETURN TO:
CITY OF FAYETTEVILLE
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
(479) 444-3407
FAX: (479) 575-8202

VENDOR FORM

Vendor # _____
(For Office Use Only)

According to the Federal Income Tax Law, the City is required to obtain the information listed below from all individuals and companies with whom we do business. Failure to comply may subject you and/or your company to certain penalties, as well as withholding tax.

Please complete the following:

_____ Sole Proprietorship
_____ Corporation
_____ Partnership
_____ Tax-exempt organization under Section 501(a)
_____ Foreign Government
_____ Individual
__X__ Other (please explain) Limited Liability Company

Tax Identification Number:

_____ Federal employer identification number

OR

_____ Social Security number (for individual or sole proprietors)

_____ Name associated with above Social Security number

I certify that the above information is true and correct.

Turn-Key Homes NWA, LLC
Name of Individual or Business

_____
Address

_____
City, State, Zip Code

_____ _____
Signature Date

_____
Title

Please mail or FAX this completed form to the City of Fayetteville at the above address or FAX number.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
City Council Meeting Date
Agenda Items Only

David Jurgens	Utilities Management	Utilities
Submitted By	**Division**	**Department**

Action Required:

a construction contract with Arco Excavation and Paving, Inc. for $434,945.00, for removal of the former Tyson Building slab and foundation, approve a $43,000 contingency, and approve a budget adjustment.

$ 477,945	$ 797,331	Tyson Building Demolition
Cost of this request	Category / Project Budget	Program Category / Project Name
4470-9470-5315.00	$ 123,493	Building Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02046-1301	$ 673,838	Sales Tax Capital
Project Number	Remaining Balance	Fund Name

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

Department Director	11 JUN 13 Date	Previous Ordinance or Resolution #	26-13
		Original Contract Date:	2/5/2013
City Attorney	6-11-13 Date	Original Contract Number:	
Finance and Internal Services Director	6-12-2013 Date	Received in City Clerk's Office	06-11-13 P02:07 RCVD
Chief of Staff	6-13-13 Date		
Mayor	6/12/13 Date	Received in Mayor's Office	ENTERED 6/11/13

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: June 11, 2013

Subject: Tyson Building Slab Removal Contract with Arco Excavation and Paving, Inc. for $434,945.00

RECOMMENDATION

City Staff recommends approving a construction contract with Arco Excavation and Paving, Inc. for $434,945.00, for removal of the former Tyson Building slab and foundation, approve a $43,000 contingency, and approve a budget adjustment.

BACKGROUND

The City of Fayetteville is removing the Tyson Building at 1851 East Huntsville Road, in preparation for sale and development of approximately two acres of the site to and by Kum & Go. The sale contract was executed February 5th, 2013, and contains the following statement: "The City of Fayetteville agrees to demolish or pay a reputable contractor to demolish and remove unsalvageable debris of the old Tyson Factory to include removing its foundation, footings and slab within four months of both parties' execution of this Agreement." The structure itself has been removed through GovDeals on-line auction by AR-Rahim, who paid the City a net of $84,199.05. AR-Rahim left all masonry and concrete on site for grinding or removal by a follow-on contractor.

When the building was removed, we discovered several aspects of the original construction that were not expected and which were impossible to identify in advance without prior destructive testing. Primarily, there were large areas where insulation was sandwiched between layers of concrete floor, as well as sandwiched and attached to concrete and masonry wall material, making the insulation very difficult to remove from the concrete and masonry material. This feature caused this bid to be higher than was originally expected. The contractor is still required to meet the LEED requirement of 75% diversion from the landfill.

DISCUSSION

This contract is to remove the slab and foundation (to 30" below grade) and grind all concrete, masonry, and asphalt material, and remove all remaining debris and material from the site. The City of Fayetteville Utilities Team and/or Building Maintenance team will provide primary construction phase services, with limited technical support from Garver Engineers. The City received four bids, shown below.

Bidder	Bid
ARCO Excavation and Paving, Inc.	$ 434,945.00
Ark Wrecking Co of Oklahoma, Inc.	$ 692,370.60
D&R, LLC.	$ 558,377.02
Sweetser Construction, Inc.	$ 763,023.00
Engineer's Estimate	$ 437,000.00

BUDGET IMPACT

Funding for this contract is coming from fund balance, per the attached budget adjustment. It will be replaced by proceeds from the land sale to Kum & Go, when received.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-33 AND AUTHORIZING A CONTRACT WITH ARCO EXCAVATION AND PAVING, INC. IN THE AMOUNT OF $434,945.00 FOR THE DEMOLITION OF THE FOUNDATION AND CONCRETE SLAB AT THE FORMER TYSON BUILDING ON HUNTSVILLE ROAD, APPROVING A PROJECT CONTINGENCY OF $43,000.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-33 and authorizes a contract with ARCO Excavation and Paving, Inc. in the amount of $434,945.00 for the demolition of the foundation and concrete slab at the former Tyson Building on Huntsville Road, and further approves a project contingency of $43,000.00.

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

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Water & Sewer Maintenance Department: Utilities Director	Request Date	Adjustment Number
2013		6/11/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

A BA is needed in the Building Improvements-Tyson Building Demolition to cover the cost for the removal of the slab and foundation of the Tyson Building.

Division Head	11 Jun 13 Date	Prepared By:	Cheryl Partain
Budget Director	6/11/13 Date	Reference:	Springer, Kevin
Department Director	11 Jun 13 Date	Budget & Research Use Only	
Finance Director	Paul A. Becker 6-12-2013 Date	Type:	A B C D E P
Chief of Staff	6-13-13 Date	General Ledger Date	
Mayor	6/17/13 Date	Posted to General Ledger	Initial / Date
		Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT 477,945 477,945

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Contract services	4470.9470.5315.00	EX	477,945	-	02046 . 1301
Use of fund balance	4470.0947.4999.99	RE		477,945	.

EXHIBIT A

Fayetteville ARKANSAS

City of Fayetteville
Manufacturing Facility Slab Demolition
BID TABULATION
BID OPENING: June 11, 2013; 10:00 AM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	ARCO Excavation & Paving, Inc. UNIT PRICE	ARCO Excavation & Paving, Inc. AMOUNT	D & R, LLC. UNIT PRICE	D & R, LLC. AMOUNT	Ark Wrecking Co of Oklahoma, Inc. UNIT PRICE	Ark Wrecking Co of Oklahoma, Inc. AMOUNT	Sweetser Construction, Inc. UNIT PRICE	Sweetser Construction, Inc. AMOUNT
1	202	Select Embankment	CY	1,000	$10.00	$10,000.00	$12.35	$12,350.00	$15.00	$15,000.00	$12.00	$12,000.00	$9.50	$9,500.00
2	204	4" Topsoil Placement (Yard Areas)	SY	12,972	$2.00	$25,944.00	$4.50	$58,374.00	$4.16	$53,963.52	$2.85	$36,970.20	$2.75	$35,673.00
3	505	Seeding and Mulching	Acre	2	$2,553.75	$5,107.50	$3,750.00	$7,500.00	$2,500.00	$5,000.00	$2,500.00	$5,000.00	$2,700.00	$5,400.00
4	509	Erosion Control	LS	1	$6,250.00	$6,250.00	$20,000.00	$20,000.00	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$43,000.00	$43,000.00
5	511	Mobilization	LS	1	$4,089.50	$4,089.50	$18,750.00	$18,750.00	$25,000.00	$25,000.00	$32,000.00	$32,000.00	$38,000.00	$38,000.00
6	SP-2	Existing Concrete Pavement Removal (Plan Quantity)	SY	4,811	$6.00	$28,866.00	$6.75	$32,474.25	$9.00	$43,299.00	$3.70	$17,800.70	$12.50	$60,137.50
7	SP-2	Existing Asphalt Pavement Removal (Plan Quantity)	SY	4,581	$3.00	$13,743.00	$6.75	$30,921.75	$4.50	$20,614.50	$3.70	$16,949.70	$12.50	$57,262.50
8	SP-2	Existing Foundation Pavement Removal (Plan Quantity)	SY	14,500	$9.00	$130,500.00	$6.75	$97,875.00	$9.00	$130,500.00	$3.70	$53,650.00	$12.50	$181,250.00
9	SP-3	Rubblizing Concrete	LS	1	$148,600.00	$148,600.00	$97,500.00	$97,500.00	$100,000.00	$100,000.00	$138,000.00	$138,000.00	$160,000.00	$160,000.00
10	SP-5	Remove, Dispose, and Recycle Existing Building Debris (Plan Quantity)	CY	3,200	$20.00	$64,000.00	$18.50	$59,200.00	$50.00	$160,000.00	$112.50	$360,000.00	$54.00	$172,800.00
	TOTALS					$437,100.00		$434,945.00		$558,377.02		$692,370.60		$763,023.00

Corrected Prices

GARVER

Garver Project No. 13047050

Fayetteville
ARKANSAS

BID: 13-33
DATE: 06/11/13
TIME: 10:00 AM
CITY OF FAYETTEVILLE

Bid 13-33, Construction - Manufacturing Facility Slab Demolition, (Formerly Tyson ~~Building~~ Complex)

BIDDER	TOTAL COST
1 ARCO Excavation and Paving, Inc.	$434,945.00
2 Ark Wrecking Co. of Oklahoma, Inc.	$692,370.60
3 D&R, LLC.	$558,377.02
4 Sweetser Construction, Inc.	$763,023.00

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

CERTIFIED: _____

P. VICE, PURCH MGR WITNESS DATE

GARVER

2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703

TEL 479.527.9100
FAX 479.527.9101

www.GarverUSA.com

June 11, 2013

David Jurgens
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: **Recommendation to Award**
Manufacturing Facility Slab Demolition
(Former Tyson Complex)

Dear Mr. Jurgens:

Bids were received for "Manufacturing Facility Slab Demolition" at the City of Fayetteville, Purchasing Division, Room 306 – City Hall, 113 W. Mountain, Fayetteville, Arkansas at 10:00 a.m., Tuesday, June 11, 2013.

A total of four bids were received for this project. ARCO Excavation & Paving, Inc. of Bentonville, Arkansas submitted the low bid for the project in the amounts of $434,945.00. A copy of the tabulation of bids received including the Engineer's estimate is attached.

We recommend that the City of Fayetteville award the construction contract for "Manufacturing Facility Slab Demolition" to the low bidder, ARCO Excavation & Paving, Inc. We believe that the award of this project to ARCO Excavation & Paving, Inc. represents the best value for the City.

Please call me if you have any questions.

Sincerely,

GARVER

Digitally Signed
2013-06-11 13:03-05:00

Dylan Cobb, P.E.
Project Manager

Attachments: Bid Tabulation

X:\2013\13047050 - Fayetteville Warehouse Demolition\Correspondence\Outgoing\Jurgens 2013-06-11 Recommendation to Award.doc

DOCUMENT 00400 –BID FORM

Contract Name: Manufacturing Facility Slab Demolition (Former Tyson Complex)

Bid Number BID # 13-33

BID TO:

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

BID FROM:

Bidder: ARCO EXCAVATION & PAVING INC.
10287 E. HWY 72
BENTONVILLE AR.
72712

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Number	Date
1	5/30
2	6/4
3	6/5
—	—

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

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

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

DOCUMENT 00400 –BID FORM (continued)

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

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

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

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

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

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

K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any

APP. #1

DOCUMENT 00400 –BID FORM (continued)

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

ARTICLE 4 - BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

IN NO CASE SHALL THE AMOUNT BID FOR THE ITEM OF "MOBILIZATION" EXCEED 5% OF THE TOTAL CONTRACT AMOUNT FOR ALL OTHER ITEMS LISTED IN THE BID FORM.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	202	Select Embankment	CY	1,000	$12.35	$12,350.00
2	204	4" Topsoil Placement (Yard Areas)	SY	12,972	$4.50	$58,374.00
3	505	Seeding and Mulching	Acre	2	$3750.00	$7500.00
4	509	Erosion Control	LS	1	$20,000.00	$20,000.00
5	511	Mobilization	LS	1	$18,750.00	$18,750.00
6	SP-2	Existing Concrete Pavement Removal (Plan Quantity)	SY	4,811	$6.75	$32,474.25
7	SP-2	Existing Asphalt Pavement Removal (Plan Quantity)	SY	4,581	$6.75	$30,921.75
8	SP-2	Existing Foundation Pavement Removal (Plan Quantity)	SY	14,500	$6.75	$97,875.00
9	SP-3	Rubblizing Concrete	LS	1	$97,500.00	$97,500.00
10	SP-5	Remove, Dispose, and Recycle Existing Building Debris (Plan Quantity)	CY	3,200	$18.50	$59,200.00

TOTAL AMOUNT BID $ $434,945.00

DOCUMENT 00400 –BID FORM (continued)

TOTAL AMOUNT BID $ 434,945.00

ARTICLE 5 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

6.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a certified or bank cashier's check or a Bid Bond and in the amount of Twenty One Thousand Seven Hundred Fifty Dollars ($ 21,750.00).

B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

ARCO
Mathew P. Craney
Project Manager
Phone No. (479) 451-8000
FAX No. (479) 451-8010

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

DOCUMENT 00400 –BID FORM (continued)

SUBMITTED on JUNE 6th, 2013.

Arkansas State Contractor License No. 0155550913.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____(SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____(SEAL)

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

Name (type or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 –BID FORM (continued)

A Corporation

Corporation Name: ARCO EXCAVATION AND PAVING INC. (SEAL)

State of Incorporation: ARKANSAS

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

By: Heath Taylor

(Signature – attach evidence of authority to sign)

Name (type or printed): HEATH TAYLOR

Title: PRES.

(CORPORATE SEAL)

Attest:

(Signature of Corporate Secretary)

Business address: 10287 E. HWY 72
BENTONVILLE AR. 72712

Phone No.: (479) 451-8000 FAX No.: (479) 451-8010

END OF DOCUMENT 00400

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

SEE ATTACHED

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of GRANITE RE. as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of _____ _____ Dollars ($_____), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for Manufacturing Facility Slab Demolition

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

DOCUMENT 00410 – BID BOND (continued)

Signed and sealed this _____ day of _____ 20___.

PRINCIPAL (CORPORATE SEAL)

_____

By _____

_____

SURETY

_____

By _____

_____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for MANUFACTURING FACILITY SLAB DEMOLITION (Former Tyson Complex)

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Pulverizer	Rolling Rock Recycling LLC.	25%
Dumpster	Defenbaugh Ind.	10%
Select Embankment	Big Red Dirt Farm	10%

NOTE: This form must be submitted in accordance with the Instructions to Bidders.

Bidder's Signature

END OF DOCUMENT 00430

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Arco Excavation & Paving, Inc.

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, AR

as Obligee, hereinafter called the Obligee, in the sum of

*** Five Percent of the Bid Amount*****, Dollars ($*** 5 %***)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: Bid 13-33, Construction-Manufacturing Facility Slab Demolition (formerly Tyson Complex)

Bid Date: 6/11/13

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

Signed and sealed this 11th day of June, 2013

6/10/13
Witness

Arco Excavation & Paving, Inc.
Principal

SIGN HERE

Title (Seal)

Granite Re, Inc.

Billy Eugene Bennett Jr.
Billy Eugene Bennett, Jr. Attorney in Fact (Seal)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

PAT A. GIRARD; BILLY EUGENE BENNETT JR.; ADRIAN W. LUTTRELL; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; JACQUE L. LINDSEY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

PAT A. GIRARD; BILLY EUGENE BENNETT JR.; ADRIAN W. LUTTRELL; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; JACQUE L. LINDSEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of July, 2012.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kenneth D. Whittington, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Kyle P. McDonald, Treasurer

On this 19th day of July, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2013
Commission #: 01013257

KATHLEEN E. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 11th day of June, 20 13.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kyle P. McDonald, Secretary/Treasurer

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: MANUFACTURING FACILITY SLAB DEMOLITION (Former Tyson Complex)

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2013 by and between The City of Fayetteville, Arkansas and Arco Excavation & Paving, Inc.

ARTICLE 1 - WORK

1.01 Arco Excavation & Paving, Inc. shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The project includes, but not limited to, the Manufacturing Facility Slab Demolition (Former Tyson Complex), located at 1851 E. Huntsville Road in Fayetteville, AR, for existing building foundation and parking lot demolition for reuse and recycle to achieve LEED certification. The Contract consists of removing, storing on-site, rubblizing or grinding, separating reinforcing metal, documenting all material reused, recycled, and disposed for LEED certification, and other miscellaneous related items from 13,630-square yards of concrete foundation, 4,800-square yards of concrete pavement, and 4,500-square yards of asphalt pavement. The rubblized pavements will be reused as material to bring the site back to grade in addition to off-site embankment.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by the City of Fayetteville, Engineering Division, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will consist of two construction phases with a total contract time of **60** consecutive calendar days. The work will be substantially completed after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **70** calendar days after the date when the Contract Times commence to run. The construction phases are as follows:

1. Phase 1: Shall be Substantially Completed within **30** calendar days. Phase 1 construction includes the demolition of the Manufacturing Facility Slab, rubblizing concrete, grading, topsoil, and seeding and mulching.

2. Phase 2: Shall be Substantially Completed within **30** calendar days upon substantial completion of Phase 1 or at the discretion of the Owner, the phases may overlap. Phase 2 construction includes removing, disposing, and recycling the former Tyson Complex building debris stockpiled on-site.

3.03 LIQUIDATED DAMAGES:

A. Owner and Arco Excavation & Paving, Inc. recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and

DOCUMENT 00500 – AGREEMENT (continued)

difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Arco Excavation & Paving, Inc. agree that as liquidated damages for delay (but not as a penalty) Arco Excavation & Paving, Inc. shall pay The City of Fayetteville Two Hundred Fifty Dollars ($250.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Arco Excavation & Paving, Inc. shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Arco Excavation & Paving, Inc. shall pay The City of Fayetteville Seven Hundred Fifty Dollars ($750.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the Arco Excavation & Paving, Inc. agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Arco Excavation & Paving, Inc. shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Arco Excavation & Paving, Inc. Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

   a. 95% of Work Completed (with the balance being retainage).

   b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Arco Excavation & Paving, Inc. to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The

DOCUMENT 00500 – AGREEMENT (continued)

City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Arco Excavation & Paving, Inc. makes the following representations:

A. Arco Excavation & Paving, Inc. has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

B. Arco Excavation & Paving, Inc. has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Arco Excavation & Paving, Inc. is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Arco Excavation & Paving, Inc. has carefully studied all:

(1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

(2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Arco Excavation & Paving, Inc. acknowledges that

DOCUMENT 00500 – AGREEMENT (continued)

The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

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

F. Arco Excavation & Paving, Inc. does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Arco Excavation & Paving, Inc. is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

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

I. Arco Excavation & Paving, Inc. has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Arco Excavation & Paving, Inc. has discovered in the Contract Documents and the written

DOCUMENT 00500 – AGREEMENT (continued)

resolution thereof by Engineer is acceptable to Arco Excavation & Paving, Inc.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Arco Excavation & Paving, Inc. concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.

2. Exhibits to this Agreement (enumerated as follows):

   a. Notice to Proceed.

   b. Arco Excavation & Paving, Inc. Bid.

   c. Documentation submitted by Arco Excavation & Paving, Inc. prior to Notice of Award.

3. Performance, Payment, and other Bonds.

4. General Conditions.

5. Supplementary Conditions.

6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

DOCUMENT 00500 – AGREEMENT (continued)

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

   MANUFACTURING FACILITY SLAB DEMOLITION:

8. Addenda numbers one (1) to _____(___), inclusive.

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

8.03 SUCCESSORS AND ASSIGNS:

A. The City of Fayetteville and Arco Excavation & Paving, Inc. each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Arco Excavation & Paving, Inc., who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, The City of Fayetteville and Arco Excavation & Paving, Inc. have signed this Agreement in quadruplicate. One counterpart each has been delivered to Arco Excavation & Paving, Inc. and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Arco Excavation & Paving, Inc. or identified by Engineer on their behalf.

DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

ARCO EXCAVATION & PAVING, INC. ____	CITY OF FAYETTEVILLE _____
_____	_____
By: _____	By: Lioneld Jordan
Title:_____	Title: Mayor
(SEAL)	(SEAL)
Attest _____	Attest _____
Address for giving notices	Address for giving notices
_____	_____
_____	_____

(If Arco Excavation & Paving, Inc. is a corporation, attach evidence of authority to sign.)

END OF DOCUMENT 00500

ITEM SP-1 LEED REQUIREMENTS

SUMMARY

SP-1-1.1 This project is intended to assist the owner in achieving a minimum Silver rating for Leadership in Energy and Environmental Design, LEED™ rating from the U.S. Green Building Council. The Contractor will be responsible for documenting all recycled and/or reused waste materials.

STANDARDS

SP-1-2.1 LEED™ NC Reference Guide Version 3.0 – U.S. Green Building Council (USCBC), www.usgbc.org.

SP-1-2.2 This project shall be constructed in accordance with **LEED™ Silver** certified by the GBCI.

SP-1-2.3 Environmental Laws: All project work must comply with all applicable federal, state, and local building-related environmental laws and regulations in place where the project is located.

REQUIREMENTS

SP-1-3.1 The contractor shall be responsible for the following:

1. LEED™ credit to be pursued for Materials and Resources for New Construction (NC):
   a. Construction Waste Management (MR credit 2): Minimum of 75% with a target amount of 95% of nonhazardous construction waste or debris to be recycled or salvaged.
2. The contractor shall have experience providing LEED™ documentation on previous projects and be fully informed and knowledgeable regarding LEED™ documentation rationale and requirements.

EXECUTION

SP-1-4.1 Waste Management Plan: Perform a waste analysis to determine the types and quantity of construction waste anticipated and identify salvage for resale, salvage for reuse, recycling, and disposal options available.

SP-1-4.2 Waste Management Implementation: Implement and maintain, for the duration of the project, the construction waste management program including the following:

1. Manager: Designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.
2. Instructions: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse and return methods to be used by all parties at the appropriate stages of the Project.
3. Separation facilities: Layout and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse and return. Provide a site map that calls out areas identified. Provide the necessary containers and bins, to facilitate the waste management program. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials. Separate construction waste at the project site by one of the following methods:

a. Source Separated Method: Waste products and materials that are recyclable are separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing. Trash is transported to a landfill.
b. Co-Mingled Method: Selected waste materials are placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed and the remaining trash and waste materials are handled separately.

SUBMITTALS

SP-1-5.1 Contractor is responsible for understanding, tracking, preparing and submitting primary and/or supplemental LEED™ documentation required to obtain LEED™ Credits noted to be submitted by Contractor.

1. Construction Waste Management Report: Follow the method for monitoring and documenting the LEED program provided, include the following:
   a. Amount (by weight) of trash disposed of in a landfill, the tip fee per ton, and the total cost of disposal including transportation costs, container rental costs, taxes, etc.
   b. Amount (by weight) and type of waste materials salvaged for sale, salvaged for reuse and recycled. Provide destination, means of transportation, the tip fee per ton and the total cost of disposal including transportation costs, container rental costs, taxes, etc for each material.
   c. Cost savings by waste material due to salvaging, reusing and recycling materials. Calculate the savings based upon the cost per ton for land filling compared to the cost per ton for salvaging, reusing and recycling materials.
   d. Totals for date including: trash generated by weight and percentage of total; waste materials generated by weight and percentage of total identified by salvaged for resale, salvaged for reuse, or recycled; cost savings; and percentage of disposal fees saved.

2. Submit Credits using USGBC LEED-Online at https://www.leedonline.com. Contractor must register on website to access LEED-Online; Owner will provide the LEED™ Project Access Number.

3. Print out paper copies of each Credit's documentation entered or uploaded onto LEED-Online and submit a copy to Owner.

END OF SECTION SP-1

ITEM SP-2 PAVEMENT REMOVAL

DESCRIPTION

SP-2-1.1 This section covers all work required for the removal of existing pavement in accordance with the locations and details indicated in the Plans and complying with these Specifications.

STANDARDS

SP-2-2.1 All work, Materials, Construction, shall comply with Section 201 – Clearing, Grubbing, and Demolition of the City of Fayetteville Standard Specifications, except as modified or augmented herein.

SP-2-2.2 LEED Requirements: The work of this section is part of the overall requirements to comply with a level of achievement of the "Leadership in Energy and Environmental Design" or LEED™ Green Building Rating System. Comply with SP-1 LEED Requirements.

EXECUTION

SP-2-3.1 The Contractor shall remove existing pavement as follows:

a. Verify existing pavement type and limits of removal.
b. Sweep existing pavement surface of all objects, materials, and sediment.
c. Foundation pavement removal area shall consist of the concrete footprint of the existing Tyson Complex, including the footings, loading docks or any permanent existing structures integral with the foundation.
d. Foundation pavement removal shall consist of the removal of 30-inches below existing grade or as directed.
e. Asphalt pavement removed shall be reused, recycled, or disposed. Removal shall be in accordance with Section 516 - Cold Milling Asphalt Pavement of the City of Fayetteville Standard Specifications. All other methods of asphalt pavement removal shall be approved by the Engineer.
f. Concrete pavement removal, excluding foundation pavement removal, and asphalt pavement removal shall consist of removing the surface pavement. The subgrade and aggregate subbase will not be considered as part of the removal, unless otherwise directed.
g. The Contractor shall place the removed pavement to a designated area on-site, to be determined by the owner or engineer, to be reused, recycled or potentially disposed of in accordance with SP-1 LEED Requirements.

METHOD OF MEASUREMENT

SP-2-4.1 Existing pavement removal will not be measured and the plan quantities will be considered the final quantities for purposes of final payment. The plan quantities are estimates and may vary throughout the site. The contractor shall coordinate with the engineer to document areas of additional pavement removal and the revised quantity shall be agreed upon prior to beginning any work associated with the change.

BASIS OF PAYMENT

SP-2-5.1 Work completed and accepted under this section and measured as provided above will be paid for at the Contract Unit Price bid for the type of existing pavement to be removed which price shall be full compensation for removing, storing, disposing, and documenting for LEED certification for the items and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

Item SP-2-5.1 Existing Concrete Pavement Removal	Per Square Yard (S.Y.) (Plan Quantity)
Item SP-2-5.2 Existing Asphalt Pavement Removal	Per Square Yard (S.Y.) (Plan Quantity)
Item SP-2-5.3 Existing Foundation Pavement Removal	Per Square Yard (S.Y.) (Plan Quantity)

END OF SECTION SP-2

ITEM SP-3 RUBBLIZING CONCRETE

DESCRIPTION

SP-3-1.1 This section covers all work required for rubblizing portland cement concrete from the existing Tyson Complex parking lot, building foundation, building masonry stockpiled by others on-site, and the separation of reinforcing metal and other non-grindable materials to be reused, recycled, or disposed of as indicated on the plans or as directed by the engineer.

STANDARDS

SP-3-2.1 All work, Materials, construction, shall comply with Section 513 – Rubblizing Portland Cement Concrete Pavement of Arkansas State Highway and Transportation Department (AHTD) Standard Specifications for Highway Construction, except as modified or augmented herein. Additional methods such as Multi-Head Breaker and portable concrete crushers will be permitted for use upon approval by the engineer.

SP-3-2.2 LEED Requirements: The work of this section is part of the overall requirements to comply with a level of achievement of the "Leadership in Energy and Environmental Design" or LEED™ Green Building Rating System. Comply with SP-1 LEED Certification.

MATERIALS

SP-3-3.1 Recycled concrete aggregate shall consist of Portland cement concrete or other concrete containing pozzolanic binder material and cementitious building masonry. The rubblized concrete material shall be free of reinforcing steel and expansion material. Asphalt concrete overlays shall be removed from the PCC surface prior to pavement removal and crushing. An incidental amount of recycled asphalt concrete pavement and other foreign material may be present in the recycled concrete aggregate.

SP-3-3.2 Gradation: The gradation of the rubblized concrete shall fall within the design range indicated in Table 1, when tested in accordance with ASTM C 117 and C 136. The final gradation shall be continuously graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on an adjacent sieve or vice versa.

Table 1. Requirements for gradation of recycled concrete aggregate.

Sieve Size	Percentage by Weight Passing Sieves	Mix Tolerances Percent
2 in (50.8 mm)	100	--
1-1/2 (37.5 mm)	95 - 100	+/- 5
1 in (25.0 mm)	70 - 95	+/- 8
3/4 in (19.0 mm)	55 - 85	+/- 8
No.4 (4.75 mm)	30 - 60	+/- 8
No. 30 (0.60 mm)	12 - 30	+/- 5
No. 200 (0.075 mm)	0 - 5	+/- 3

REQUIREMENTS

SP-3-4.1 Verify the removed portland cement concrete and existing residual stock piled building masonry to be rubblized with Engineer before proceeding with work.

SP-3-4.2 Existing reinforcing metal and other non-grindable materials shall be separated and stored on-site in a designated area, to be determined. The Contractor shall reuse and recycle or dispose of materials in accordance with SP-1 LEED Requirements.

SP-3-4.3 Coordinate compaction of rubblized concrete with the engineer.

SP-3-4.4 The contractor shall maintain control of dust at all times. In the event that watering does not satisfactorily control the dust, other methods of dust control will be required.

CONSTRUCTION METHOD

SP-3-5.1 Subgrade Preparation: Verify the underlying course with the engineer before the placing and spreading of rubblized concrete operations have started,such as improper drainage conditions, rutting, etc. Subgrade Preparation shall be in accordance with Section 203 of the City of Fayetteville Standard Specifications.

SP-3-5.2 The rubblized concrete shall be placed uniformly where indicated or as directed by the engineer. Maximum depths shall be 6 inches for compacted areas. For depths greater than 6 inches, it shall be constructed in two or more layers.

SP-3-5.3 The rubblized concrete shall be used to restore the site within 4 inches of existing grades in areas outside the limits of the Kum & Go development. In areas inside the Kum & Go development, the rubblized concrete shall be used to restore the site to existing grades or as directed by the engineer.

SP-3-5.4 Reinforcing metal shall be separated and stored in a designated area, to be determined by the owner or engineer, to be reused, recycled, or disposed of in accordance with SP-1 LEED Requirements. All other materials not applicable for LEED credits shall be disposed of in accordance with local, state, and federal laws.

METHOD OF MEASUREMENT

SP-3-6.1 Completed and accepted rubblizing concrete shall be measured as a complete unit and will be paid for at the lump sum price bid. Metal and other non-grindable materials separated from portland concrete shall be considered subsidiary to Rubblizing Concrete. Rubblizing masonry and cementitious materials salvaged from the existing Tyson building complex deemed suitable for reuse by the engineer shall be considered subsidiary to Rubblizing Concrete.

BASIS OF PAYMENT

SP-3-7.1 Work completed and accepted under this section and measured as provided above will be paid for at the Contract Unit Price bid for rubblizing concrete and for preparing and placing these materials which price shall be full compensation for all materials, equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

Item SP-3-5.1 Rubblizing Concrete	Per Lump Sum (L.S.)

END OF SECTION SP-3

ITEM SP-4 TEMPORARY EROSION CONTROL DETAILS

DESCRIPTION

SP-4-1.1 This section covers the temporary erosion control details and shall be considered supplementary to Section 509 – EROSION CONTROL of the City of Fayetteville Standard Specifications for Street and Drainage Construction. A copy of these details may be obtained from the City of Fayetteville or from http://www.accessfayetteville.org.

STANDARDS

SP-4-2.1 City of Fayetteville Standard Specifications for Street and Drainage Construction, latest edition.

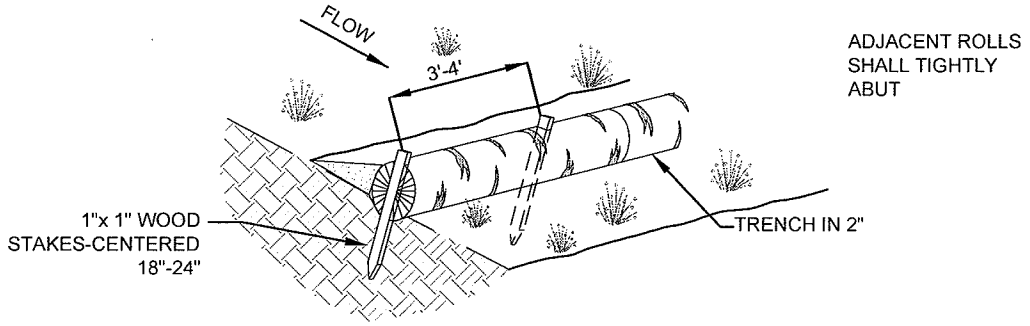
EXECUTION

SP-4-3.1 Temporary Erosion Control Plan: See plans for locations, notes, and additional information regarding temporary erosion control devices.

SP-4-3.2 Temporary Erosion Control Details included as part of SP-4:

- WATTLE DETAIL
- SILT FENCE
- BLOCK AND AGGREGATE INLET SEDIMENT DEVISE
- ROCK CHECK DAM

END OF SECTION SP-4



INSTALLATION NOTES

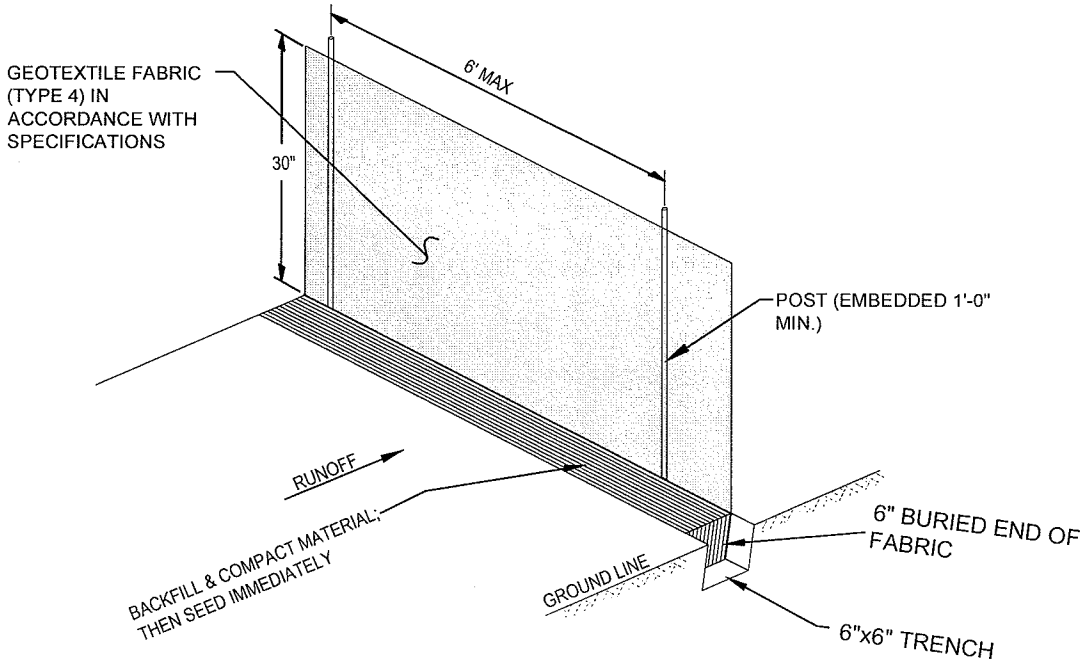
1. WATTLES SHALL CONSIST OF STRAW, COMPOST, EXCELSIOR, OR COCONUT FIBER.
2. NOT FOR USE IN CONCENTRATED FLOW AREAS.
3. THE WATTLES SHALL BE TRENCHED INTO THE GROUND A MINIMUM OF TWO (2) INCHES.
4. WATTLES SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
5. ON SLOPES, WATTLES SHOULD BE INSTALLED ON CONTOUR WITH A SLIGHT UPWARD CURVE AT THE END OF THE ROW IN ORDER TO CREATE PONDING.
6. RUNNING LENGTHS OF WATTLES SHOULD BE ABUTTED FIRMLY TO ENSURE NO LEAKAGE AT THE ABUTMENTS.
7. WHEN INSTALLING RUNNING LENGTHS OF WATTLES, BUTT THE SECOND WATTLE TIGHTLY AGAINST THE FIRST, DO NOT OVERLAP THE ENDS. STAKE THE WATTLES AT EACH END AND FOUR FOOT ON CENTER.
8. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE. LEAVING 2 - 3 INCHES OF THE STAKE PROTRUDING ABOVE THE WATTLE. WHEN INSTALLING WATTLES ON SLOPES, DRIVE THE STAKES PERPENDICULAR TO THE SLOPE.
9. DRIVE THE FIRST END STAKE OF THE SECOND WATTLE AT AN ANGLE TOWARD THE FIRST WATTLE IN ORDER TO HELP ABUT THEM TIGHTLY TOGETHER.
10. STAKING: THE CITY RECOMMENDS USING WOOD STAKES TO SECURE THE WATTLES. 1/2" TO 5/8" REBAR IS ALSO ACCEPTABLE WITH A SAFETY CAP.. BE SURE TO USE A STAKE THAT IS LONG ENOUGH TO PROTRUDE SEVERAL INCHES ABOVE THE WATTLE.
11. THE CONTRACTOR SHALL INSPECT WATTLES EVERY TWO WEEKS AND AFTER ANY SIGNIFICANT STORM EVENT AND MAKE REPAIRS OR REMOVE SEDIMENT ACCUMULATED BEHIND WATTLE AS NECESSARY.
12. SEDIMENT ACCUMULATED BEHIND WATTLE SHALL BE REMOVED WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF THE DIAMETER OF THE WATTLE.
13. WATTLES SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND IS ACCEPTED BY THE CITY.

WATTLE DETAIL
N.T.S.

Fayetteville ARKANSAS	ENGINEERING DIVISION 113 W. MOUNTAIN STREET PHONE: (479) 575-8206 FAX NO: (479) 575-8202	TITLE: *EROSION CONTROL DETAILS* DESCRIPTION: WATTLE DRAWN BY: JTS CHECKED BY: GEN FILE: EC4-Wattle.dwg	DATE: May 24, 2011 REVISED --- --- --- --- ---	SHEET: **EC4**

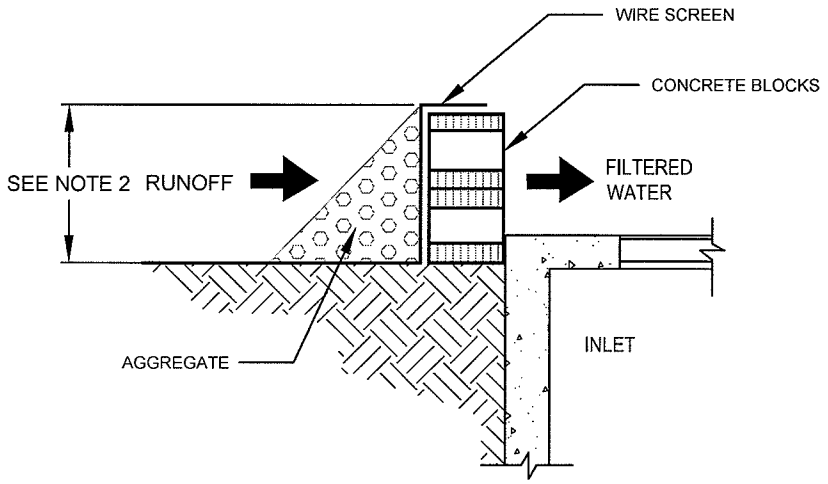
SILT FENCE NOTES:

1. POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. HERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS ATTACHED TO THE FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
5. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

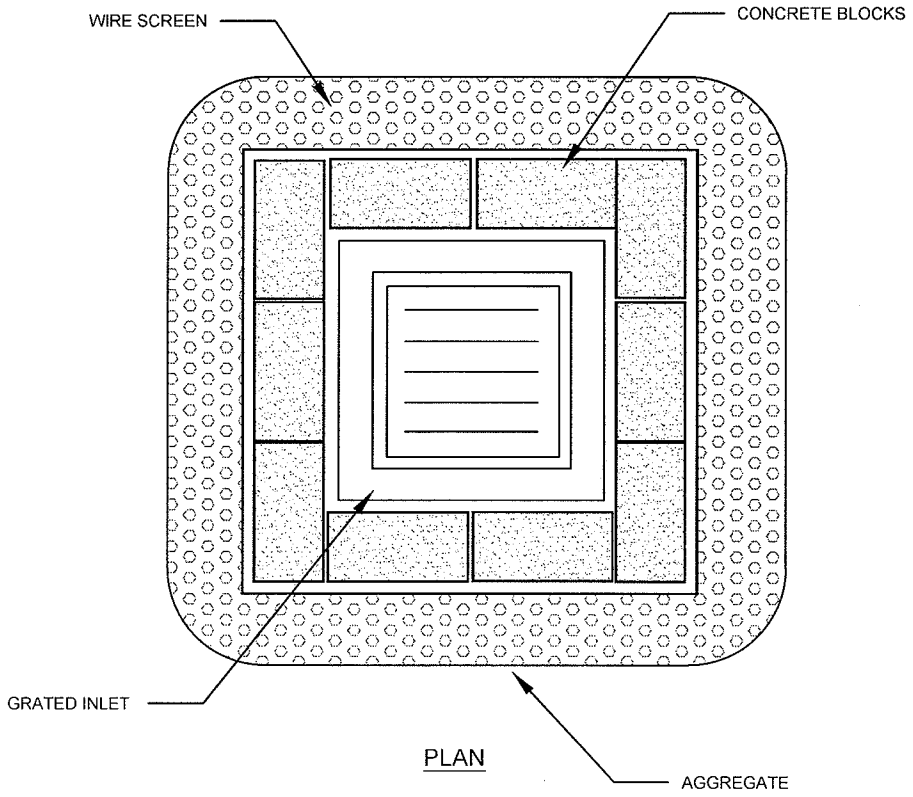


SILT FENCE
N.T.S.

Fayetteville ARKANSAS	ENGINEERING DIVISION 113 W. MOUNTAIN STREET PHONE: (479) 575-8206 FAX NO: (479) 575-8202	TITLE: EROSION CONTROL DETAILS DESCRIPTION: SILT FENCE DRAWN BY: JTS CHECKED BY: GEN FILE: EC6-Silt Fence.dwg	DATE: Oct 10, 2011 REVISED	SHEET: EC6



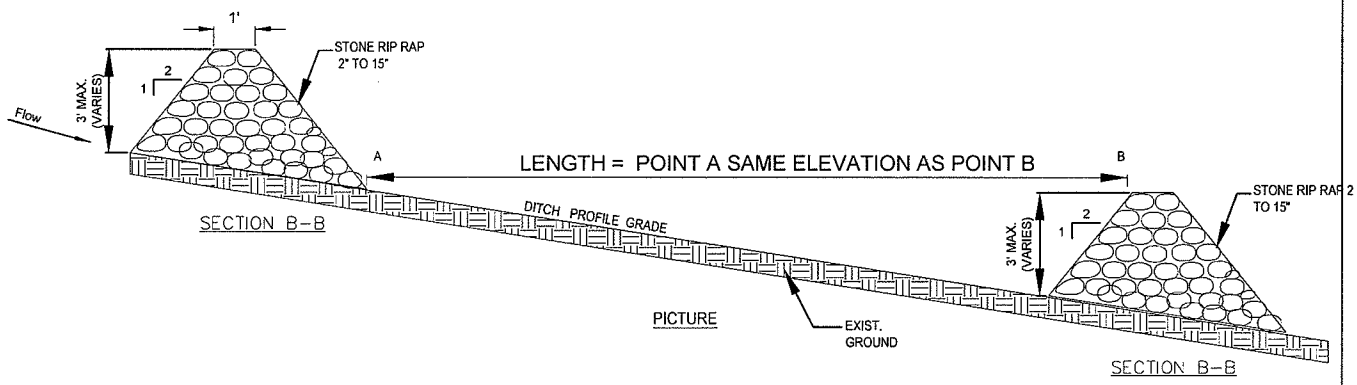
SECTION

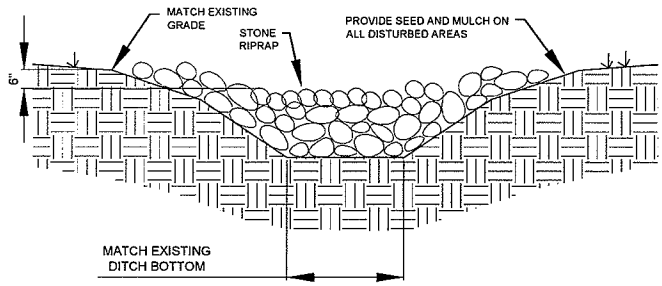


PLAN

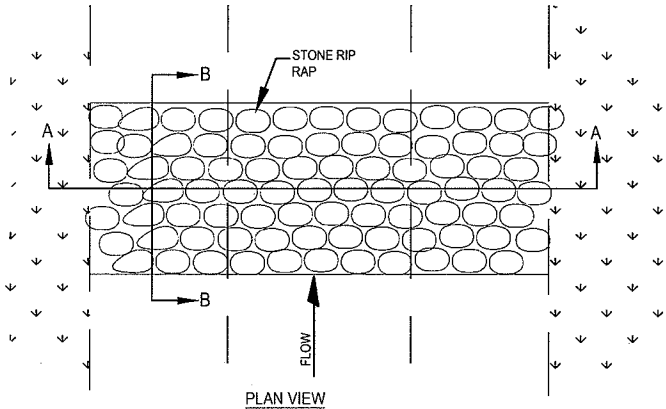
BLOCK AND AGGREGATE INLET SEDIMENT DEVISE

Fayetteville ARKANSAS	ENGINEERING DIVISION 113 W. MOUNTAIN STREET PHONE: (479) 575-8206 FAX NO: (479) 575-8202	TITLE: *EROSION CONTROL DETAILS* DESCRIPTION: BLOCK AND AGGREGATE INLET SEDIMENT DEVISE DRAWN BY: JTS CHECKED BY: GEN EC7-Block and Aggregate Inlet Sediment Devise.dwg	DATE: May 24, 2011 REVISED ---- ---- ---- ---- ----	SHEET: **EC7**





SECTION A-A



PLAN VIEW

ROCK CHECK DAM

N.T.S.

INSTALLATION:

1. EXCAVATE KEY-WAY (IF REQUIRED)
2. A GEOTEXTILE FABRIC SHALL BE INSTALLED OVER THE SOIL SURFACE WHERE THE ROCK IS TO BE PLACED (IF REQUIRED)
3. ROCK DIAMETERS SHOULD BE 2" TO 15" IN DIAMETER
4. ROCK DITCH CHECKS SHOULD NOT EXCEED 3 FEET
5. STONES SHOULD BE PLACED UP THE CHANNEL BANKS TO PREVENT WATER FROM CUTTING AROUND THE DITCH CHECK
6. INSTALLATION SHALL BE PLACED EITHER BY HAND OR MECHANICALLY AND NOT JUST DUMPED TO ACHIEVE COMPLETE COVERAGE OF THE DITCH AND ENSURE THE CENTER OF THE DAMN IS LOWER THAN THE EDGES
7. MAXIMUM SPACING BETWEEN MULTIPLE DAMS SHOULD BE SUCH THAT THE TOE OF THE UPSTREAM CHECK IS THE SAME AS THE TOP OF THE DOWNSTREAM CHECK

INSPECTION:

- INSPECT ROCK DITCH CHECKS EVERY (7) CALENDAR DAYS AND WITH-IN 24 HOURS AFTER EACH RAINFALL EVENT THAT PRODUCES 1/2" PRECIPITATION.
- SEDIMENT SHOULD BE REMOVED WHEN IT REACHES 1/2 THE ORIGINAL CHECK HEIGHT
- IN THE CASE OF GRASS-LINED DITCHES OR SWALES, ROCK DITCH CHECKS SHOULD BE REMOVED WHEN THE GRASS HAS MATURED SUFFICIENTLY TO PROTECT THE DITCH OR SWALE, IF THE SLOPE IS 4% OR LESS.
- THE AREA BENEATH THE ROCK DITCH CHECKS SHOULD BE SEEDED AND MULCHED IMMEDIATELY AFTER THE CHECK DAM REMOVAL

Fayetteville ARKANSAS	ENGINEERING DIVISION 113 W. MOUNTAIN STREET	TITLE: EROSION CONTROL DETAILS	DATE: May 24, 2011 REVISED	SHEET:
		DESCRIPTION: ROCK CHECK DAM	---- ---- ---- ---- ----	EC8
	PHONE: (479) 575-8206 FAX NO: (479) 575-8202	DRAWN BY: JTS CHECKED BY: GEN FILE: EC8-Rock Check Dam.dwg		

ITEM SP-5 REMOVE, DISPOSE, AND RECYCLE EXISTING BUILDING DEBRIS

DESCRIPTION

SP-5-1.1 This section covers all work required to remove, dispose, and recycle existing on-site stockpiled building debris in accordance with the locations and details indicated in the Plans and complying with these Specifications.

STANDARDS

SP-5-2.1 All work, Materials, Construction, shall comply with Section 201 – Clearing, Grubbing, and Demolition of the City of Fayetteville Standard Specifications, except as modified or augmented herein.

SP-5-2.2 LEED Requirements: The work of this section is part of the overall requirements to comply with a level of achievement of the "Leadership in Energy and Environmental Design" or LEED™ Green Building Rating System. Comply with SP-1 LEED Requirements.

EXECUTION

SP-5-3.1 The contractor shall be responsible for separating, sorting, storing, and determining what material within the stockpiled debris is necessary to be reused and recycled as part of obtaining LEED certification. All other material shall be disposed of in accordance with local, state, and federal laws.

SP-5-3.2 The contractor shall utilize City of Fayetteville dumpsters for trash removal or shall haul material off-site in accordance with local, state, and federal laws.

SP-5-3.3 The contractor shall haul all building debris not classified as trash and not necessary to be recycled to meet LEED requirements off-site in accordance with local, state, and federal laws.

METHOD OF MEASUREMENT

SP-5-4.1 Remove, dispose, and recycle existing building debris stockpiled on-site will not be measured and the plan quantities will be considered the final quantities for purposes of final payment. The plan quantities are estimates and may vary. The contractor shall coordinate with the engineer to document additional stockpiled material to be removed or disposed of and the revised quantity shall be agreed upon prior to beginning any work associated with the change.

BASIS OF PAYMENT

SP-5-5.1 Work completed and accepted under this section and measured as provided above will be paid for at the Contract Unit Price bid to remove, dispose, and recycle existing building debris stockpiled on-site which price shall be full compensation for removing, storing, disposing, and documenting for LEED certification for the items and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

Item SP-5-5.1 Remove, Dispose, and Recycle Existing Building Debris	Per Cubic Yard (C.Y.) (Plan Quantity)

END OF SECTION SP-5

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
City Council Meeting Date
Agenda Items Only

Quin Thompson	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

RZN 13-4384: Rezone (1315 N. RUPPLE RD./LEISURE HOMES, 400): Submitted by CIVIL DESIGN ENGINEERS, INC. for property located at 1315 NORTH RUPPLE ROAD. The property is zoned RSF-7. RESIDENTIAL SINGLE-FAMILY, 7 UNITS PER ACRE and contains approximately 6.89 acres. The request is to rezone the property to RSF-8. RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE and RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE.

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 — 06.11.2013 Date

City Attorney — 6-11-13 Date

Finance and Internal Services Director — 6-12-2013 Date

Chief of Staff — 6-13-13 Date

Mayor — 6/17/13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 06-11-13 P02:35 RCVD

Received in Mayor's Office ENTERED 6/11/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Quin Thompson, Current Planner

Date: June 10, 2013

Subject: RZN 13-4384: Rezone (1315 RUPPLE RD/LEISURE HOMES)

RECOMMENDATION: Staff and the Planning Commission recommend approval of an ordinance to rezone the subject property, consisting of multiple parcels containing approximately 6.89 acres in total, from RSF-7, Residential Single Family, 7 units per acre, to RSF-8, Residential Single Family, 8 units per acre & RMF-12, Residential Multi-family, 12 units per acre.

BACKGROUND: The subject property is located north of Wedington Drive and west of Rupple Road. The property is zoned RSF-7, Residential Single-Family and contains approximately 6.89 acres. As a part of successful 2006 rezoning of a large acreage in this area, a Bill of Assurance (attached) was offered, which limits development on this property to a maximum of 17 single-family homes. Should the current rezoning request be approved, the Bill of Assurance for the 6.89 acres would no longer be applicable.

The property is within the area encompassed by the **Wedington Corridor Plan**, which reflected a desire for a variety of housing options in this area, and a transition from the surrounding single-family residential neighborhoods to the north and west.

WEDINGTON CORRIDOR PLAN: Wedington Corridor Illustrative Plan, approved March 19, 2013 by the City Council, identifies an area northwest of the Rupple Road & Wedington Drive intersection as the future 'heart' of the west Wedington neighborhood, and encourages a walkable residential and commercial destination that would serve as a central node in this expanding part of the City.

Wedington Corridor Plan, pg 37:

> *At the [Wedington Corridor Design] charrette the public overwhelmingly expressed a desire to see a walkable urban center develop at the intersection of Wedington Drive and Rupple Road. At this time, a number of sizable parcels of land are undeveloped northwest of this intersection. The illustrative plan envisions this area as a complete, compact and connected neighborhood with civic, residential and commercial uses. The utilization of the City's form based zoning districts will be essential to ensure that the development pattern prescribed here is walkable and urban. Form based zoning districts are also much more flexible in allowing for a variety of residential and commercial densities and intensities. This encourages a diverse mixture of building types, scales and uses that are not separated from each other but instead are co-mingled to create a unified, sustainable and cohesive whole.*

COMPATIBILITY: Staff feels that the requested zoning is appropriate for this property in that it maintains the opportunity for a variety of land uses and will provide a higher density single-family transition between existing neighborhoods and the higher intensity uses anticipated along Rupple Road.

DISCUSSION: This item was heard at the Planning Commission meeting of June 10, 2013. There was no public comment. Staff recommended in favor of the proposed zoning. The Planning Commission voted 6-2-0 to support the rezoning request, with Commissioners Hoskins and Bunch voting in opposition.

BUDGET IMPACT: None.

ORDINANCE NO.

AN ORDINANCE REZONING THE PROPERTY DESCRIBED IN REZONING PETITION RZN 13-4384, FOR APPROXIMATELY 6.89 ACRES, LOCATED AT 1315 NORTH RUPPLE ROAD FROM RSF-7, RESIDENTIAL SINGLE-FAMILY, 7 UNITS PER ACRE, TO RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE AND RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described properties from RSF-7, Residential Single-Family, 7 units per acre to RSF-8, Residential Single-Family, 8 units per acre and RMF-12, Residential Multi-Family, 12 units per acre, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning changes provided in Section 1.

PASSED and **APPROVED** this day of , 2013.

APPROVED: ATTEST:

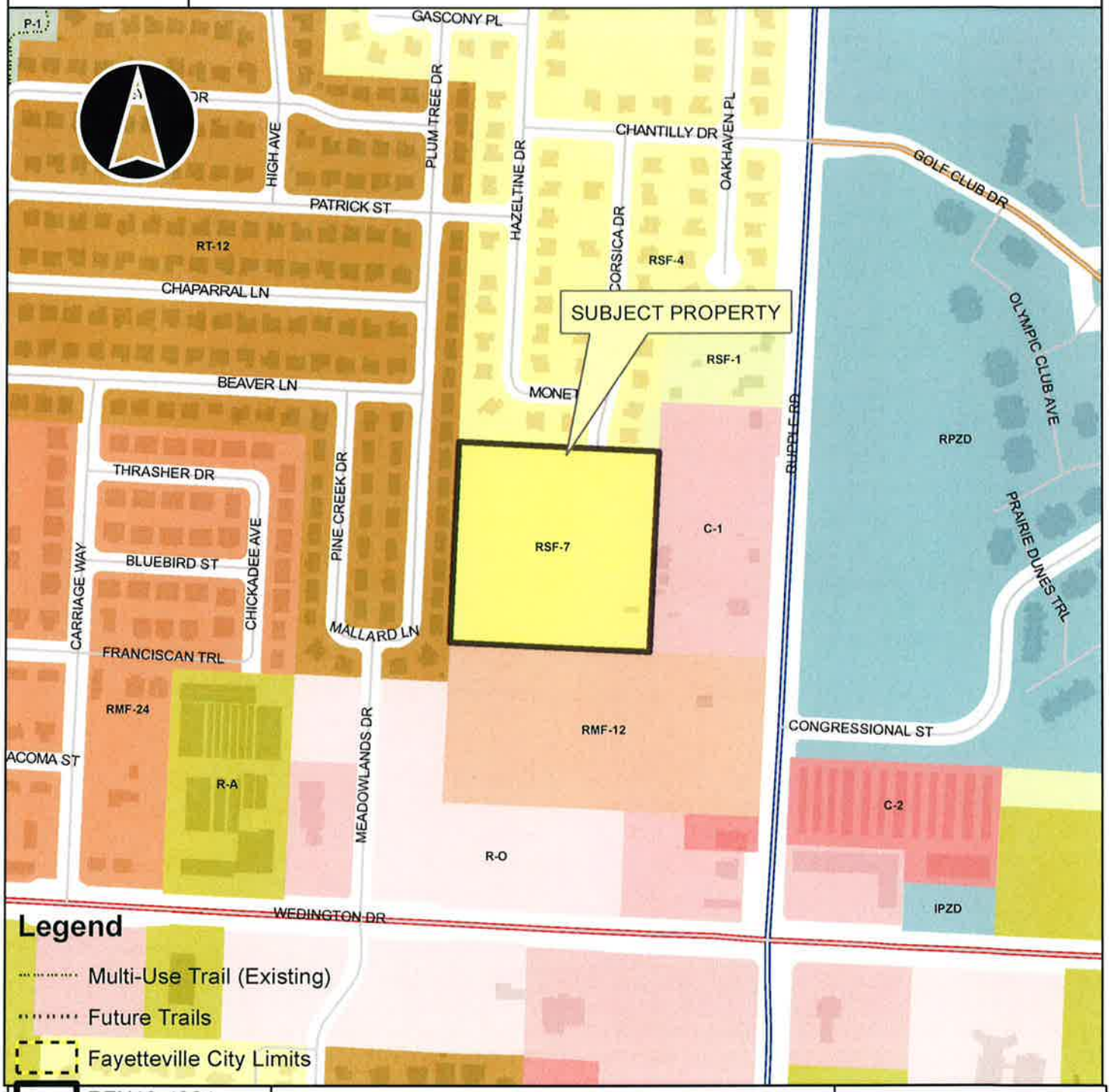
By: _____ By: _____
LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

EXHIBIT "A"

RZN13-4384

Close Up View

LEISURE HOMES



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits
- Overview RZN13-4384
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

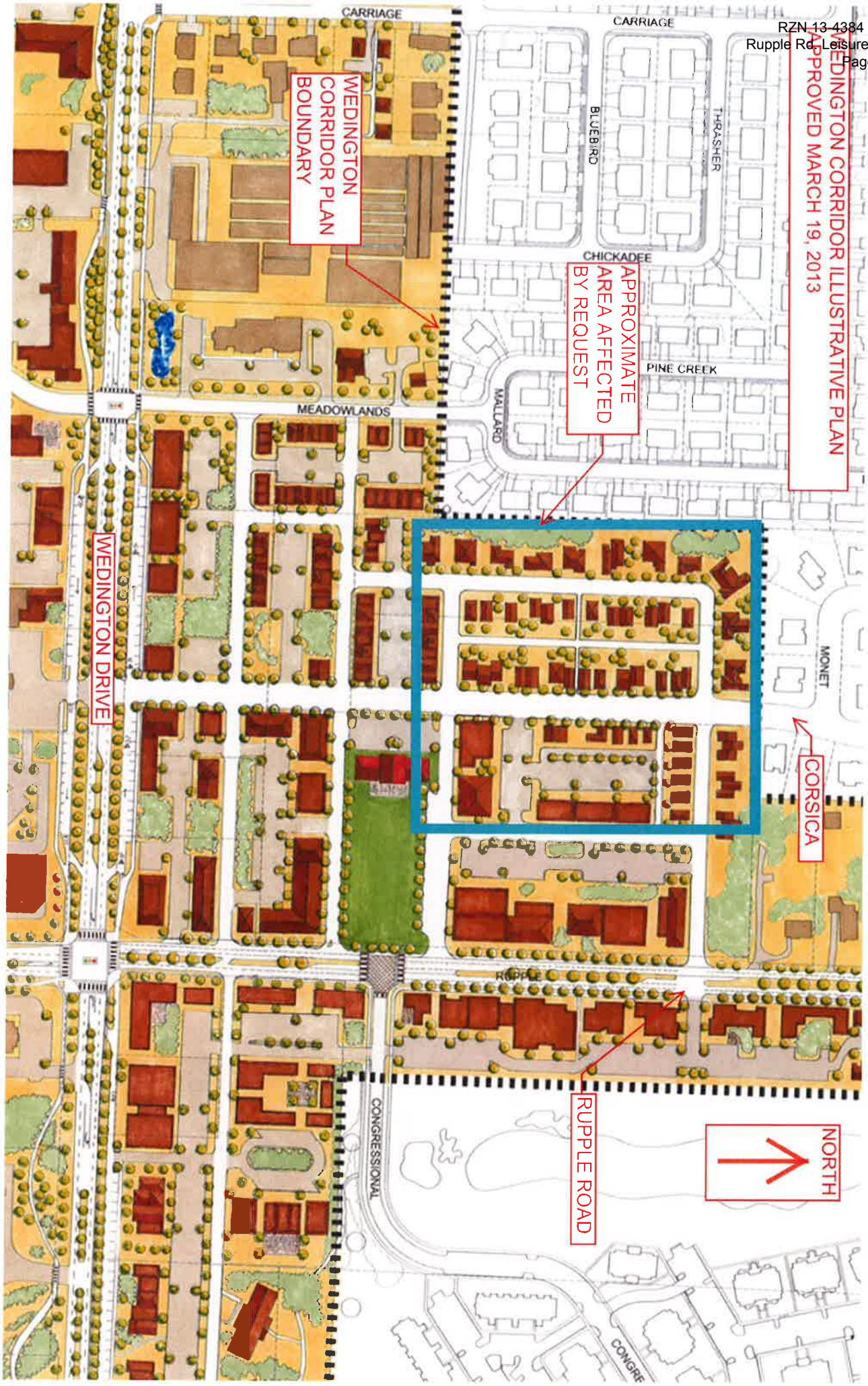
0 150 300 600 900 1,200 Feet

EXHIBIT "B"
RZN 13-4384

SURVEY DESCRIPTION RSF-7 TO RMF-12:
A PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 12, TOWNSHIP 16 NORTH (T-16-N), RANGE 31 WEST (R-31-W), OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST (NE) CORNER OF SAID 40-ACRE TRACT, SAID POINT BEING A FOUND R.R. SPIKE IN THE PAVEMENT OF NORTH RUPPLE ROAD; THENCE N86°58'17"W A DISTANCE OF 30.00 FEET TO A SET IRON PIN WITH CAP "ESI COA 131", SAID PIN BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH RUPPLE ROAD (30 FEET WEST OF CENTERLINE); THENCE CONTINUING N86°58'17"W A DISTANCE OF 320.16 FEET TO A FOUND IRON PIN WITH CAP "JORGENSON", THENCE S02°41'06"W A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE S02°44'44"W A DISTANCE OF 397.49 FEET TO A POINT; THENCE N87°01'27"W A DISTANCE OF 445.34 FEET TO A POINT; THENCE N02°43'10"E A DISTANCE OF 396.51 FEET TO A POINT; THENCE S87°09'02"E A DISTANCE OF 445.52 FEET TO THE POINT OF BEGINNING.
SAID TRACT OR PARCEL OF LAND CONTAINING 4.05 ACRES (176,833 SQ. FT.)

SURVEY DESCRIPTION RSF-7 TO RSF-8:
A PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 12, TOWNSHIP 16 NORTH (T-16-N), RANGE 31 WEST (R-31-W), OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST (NE) CORNER OF SAID 40-ACRE TRACT, SAID POINT BEING A FOUND R.R. SPIKE IN THE PAVEMENT OF NORTH RUPPLE ROAD; THENCE N86°58'17"W A DISTANCE OF 30.00 FEET TO A SET IRON PIN WITH CAP "ESI COA 131", SAID PIN BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH RUPPLE ROAD (30 FEET WEST OF CENTERLINE); THENCE CONTINUING N86°58'17"W A DISTANCE OF 320.16 FEET TO A FOUND IRON PIN WITH CAP "JORGENSON" AND THE POINT OF BEGINNING; THENCE S02°41'06"W A DISTANCE OF 150.00 FEET TO A POINT; THENCE N87°09'02"W A DISTANCE OF 445.52 FEET TO A POINT; THENCE S02°43'10"W A DISTANCE OF 396.51 FEET TO A POINT; THENCE N87°01'27"W A DISTANCE OF 100.00 FEET TO A POINT; THENCE N02°43'10"E A DISTANCE OF 546.29 FEET TO A FOUND IRON PIN WITH CAP " JORGENSON"; THENCE S87°09'02"E A DISTANCE OF 545.43 FEET TO THE POINT OF BEGINNING.
SAID TRACT OR PARCEL OF LAND CONTAINING 2.79 ACRES (121,461 SQ. FT.)

RZN 13-4384:Existing & Proposed Zoning


WEDINGTON CORRIDOR ILLUSTRATIVE PLAN
APPROVED MARCH 19, 2013
CARRIAGE
CARRIAGE
BLUEBIRD
THRASHER
CHICKADEE
PINE CREEK
MALLARD
MEADOWLANDS
WEDINGTON CORRIDOR PLAN BOUNDARY
APPROXIMATE AREA AFFECTED BY REQUEST
WEDINGTON DRIVE
MONET
CORSICA
RUPPLE
CONGRESSIONAL
RUPPLE ROAD
NORTH

PC Meeting of June 10, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Quin Thompson, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~May 22, 2013~~ UPDATED JUNE 11, 2013

RZN 13-4384: Rezone (1315 N. RUPPLE RD./LEISURE HOMES, 400): Submitted by CIVIL DESIGN ENGINEERS, INC. for properties located at 1315 NORTH RUPPLE ROAD. The property is zoned RSF-7, RESIDENTIAL SINGLE-FAMILY, 7 UNITS PER ACRE and contains approximately 6.89 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE, and RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE.

Planner: Quin Thompson

BACKGROUND:

Property Description & Background: The subject property is located north of Wedington Drive and west of Rupple Road. The property is zoned RSF-7, Residential Single-Family and contains approximately 6.89 acres. As a part of successful 2006 rezoning of this property, a Bill of Assurance was offered, which limits development on this property to 17 single-family homes.

The property is within the area affected by the Wedington Corridor Plan, which indicates that this site should be zoned for a variety of housing options, and provide a transition from the surrounding single-family residential neighborhoods to the north and west. Surrounding land use is shown in Table 1.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Residential Single-Family	RSF-4, Single-Family Residential, 4 Units per Acre
South	Undeveloped	RMF-12, Residential Multi-Family, 12 Units Per Acre / R-O, Residential Office
East	Residential Single-Family	C-1, Neighborhood Commercial
West	Residential Single-Family Housing	Rt-12, Residential Two-Family, 12Units Per Acre

Proposal: The request is to rezone approximately 7 acres from RSF-7 to a split zone including 2.84 acres of RSF-8 and 4.05 acres of RMF-12 to allow for the construction of single and multi-family residential housing.

Public Comment: Staff has not received public comment.

RECOMMENDATION:

Staff recommends **forwarding** RZN 13-4384 with a recommendation of approval based on findings stated herein.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: June 10, 2013	☐ **Tabled**	**X Forwarded**	☐ **Denied**
Motion: WINSTON Second: CHESSER			
Vote: _____			
Note: Cmmrs Bunch & Hoskins voted against			
CITY COUNCIL ACTION:	**Required**	**YES**	
	☐ **Approved**	☐ **Denied**	
Date:			

INFRASTRUCTURE:

Streets: The site has access to Corsica Drive. Corsica is a fully improved city street in this location. Street improvements within the property will be evaluated at the time of development.

Water: Public water is available to the property. There is an 8" water main stubbed out to this property on Corsica Drive to the north.

Sewer: Sanitary sewer is available to the site. There is an 8" main stubbed out to this property on Corsica Drive to the north.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain and the Streamside Protection Zones.

Police: Fayetteville Police Department has not expressed concerns with this request.

Fire: The Fayetteville Fire Department has not expressed concerns with this request.

WEDINGTON CORRIDOR PLAN: Wedington Corridor Illustrative Plan, approved March 19, 2013 by the City Council, identifies an area northwest of the Rupple Road & Wedington Drive intersection as the future 'heart' of the west Wedington neighborhood, and encourages a walkable residential and commercial destination that would serve as a central node in this expanding part of the City.

Wedington Corridor Plan, pg 37:

> At the [Wedington Corridor Design] charrette the public overwhelmingly expressed a desire to see a walkable urban center develop at the intersection of Wedington Drive and Rupple Road. At this time, a number of sizable parcels of land are undeveloped northwest of this intersection. The illustrative plan envisions this area as a complete, compact and connected neighborhood with civic, residential and commercial uses. The utilization of the City's form based zoning districts will be essential to ensure that the development pattern prescribed here is walkable and urban. Form based zoning districts are also much more flexible in allowing for a variety of residential and commercial densities and intensities. This encourages a diverse mixture of building types, scales and uses that are not separated from each other but instead are co-mingled to create a unified, sustainable and cohesive whole.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **The proposed zoning is consistent with planning objectives and policies under the Wedington Corridor Plan, and compatible with adjacent and nearby single-family residential land uses. The RSF-8 zoning would allow appropriate transition in allowable height and density between existing single-family residential use and the proposed RMF-12 zoning district. RMF-12-zoning would allow up to 12 units per acre, and a maximum height of 60 feet, and would meet the planning objective of increased density and intermediate residential density in what has been envisioned as the 'heart' of this part of the City. Selections from the approved plan are included in this packet.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **As discussed in Finding No. 1, the proposed zoning is justified as it is compatible with the surrounding zoning and land uses and consistent with the Wedington Corridor Plan. The proposed zoning is more appropriate and compatible with current land use objectives than the current zone, which would allow a maximum density below that recommended by the Wedington Corridor Plan. The proposed RSF-8 zone creates appropriate transition from existing residential neighborhoods to anticipated multi-family development in the proposed RMF-12 zone. Furthermore, the Wedington Corridor Plan calls for medium density housing, which RMF-12 zoning district supports.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The proposed zoning would dramatically increase allowable density in the area, from the current self-imposed limitation created in the 2006 Bill of Assurance, which limits development on this site to 17 single-family homes, a density of approximately 2 units per acre. Access and traffic issues will be considered at the time of future development, but staff does not anticipate increased traffic danger or congestion as Wedington Drive, a designated Principal Arterial and AR State highway is designed to carry large volumes of traffic and Rupple Road, a designated Principal Arterial Parkway.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed zoning would dramatically increase allowable density in the area, from the current self-imposed limitation created in the 2006 Bill of Assurance, which limits development on this site to 17 single-family homes, a density of approximately 2 units per acre. Staff, however, does not foresee undesirable impacts on public services.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

161.08 District RSF-7, Residential Single-Family – Seven Units Per Acre

(A) *Purpose* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

Single-family dwelling units per acre	7 or less

(D) *Bulk and area regulations.*

(E) *Lot width minimum.*

Single-family	60 ft.
Two-family	60 ft.
Townhouse, no more than two attached	30 ft.

(F) *Lot area minimum.*

Single-family	6,000 sq. ft.
Two-family	6,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(G) *Land area per dwelling unit.*

Single-family	6,000 sq. ft.
Two-family	3,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(H) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(I) *Building height regulations.*

Building Height Maximum	45 ft.

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(J) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

Cross reference(s)--Variance, Ch. 156

161.09 District RSF-8, Residential Single-Family – 8 Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	50 ft.
Two-family	50 ft.
Townhouse, no more than two attached	25 ft.

(2) *Lot area minimum.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	5 ft.

(F) *Height regulations.*

Building Height Maximum	45 ft.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

(Ord. 4783, 10-18-05; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.12 District RMF-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	12 or less

(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 build-to zone that is located between 10 feet and a line 25 feet from the front property line.	8 ft.	25 ft.

Cross reference(s)--Variances, Ch. 156

(F) *Building height regulations.*

Building Height Maximum	60 ft.

Height regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

CDE CIVIL DESIGN ENGINEERS, INC.

723 N. Lollar Lane, Fayetteville, AR 72701 Phone: (479) 856-6111 Fax: (479)856-6112

June 6, 2013
City of Fayetteville Planning Division
125 W. Mountain Street
Fayetteville, AR 72701
Phone (479) 575-8267
Fax (479) 575-8202

Re: Request for Rezone
1315 N. Rupple Road
Fayetteville, AR
CDE Project No. 1064

Planning Division,

Please find enclosed submittal along with the application to request a portion of the property at 1315 N. Rupple Road to be rezoned from RSF-7 (Residential Single-Family) to RSF-8 (Residential Single-Family) and RMF-12 (Residential Single Family). The property currently consists of the following zoned areas:

C-1 – Neighborhood Commercial	:	4.67 Acres
RSF-7 – Residential Single Family – Seven units per acre	:	6.89 Acres
RMF-12 – Residential Multi-Family – Twelve units per acre	:	8.41 Acres

The property is currently owned by Mohuma, LLC., of which Mr. Brian Moore of Springdale, Arkansas, is a Principal. There a pending sales contract for this property between Mohuma, LLC. and Leisure Homes Corp. of Mountain Home, Arkansas. The sale of this property is contingent upon this request to rezone the RSF-7 area, and other requirements as listed in the Sales Contract.

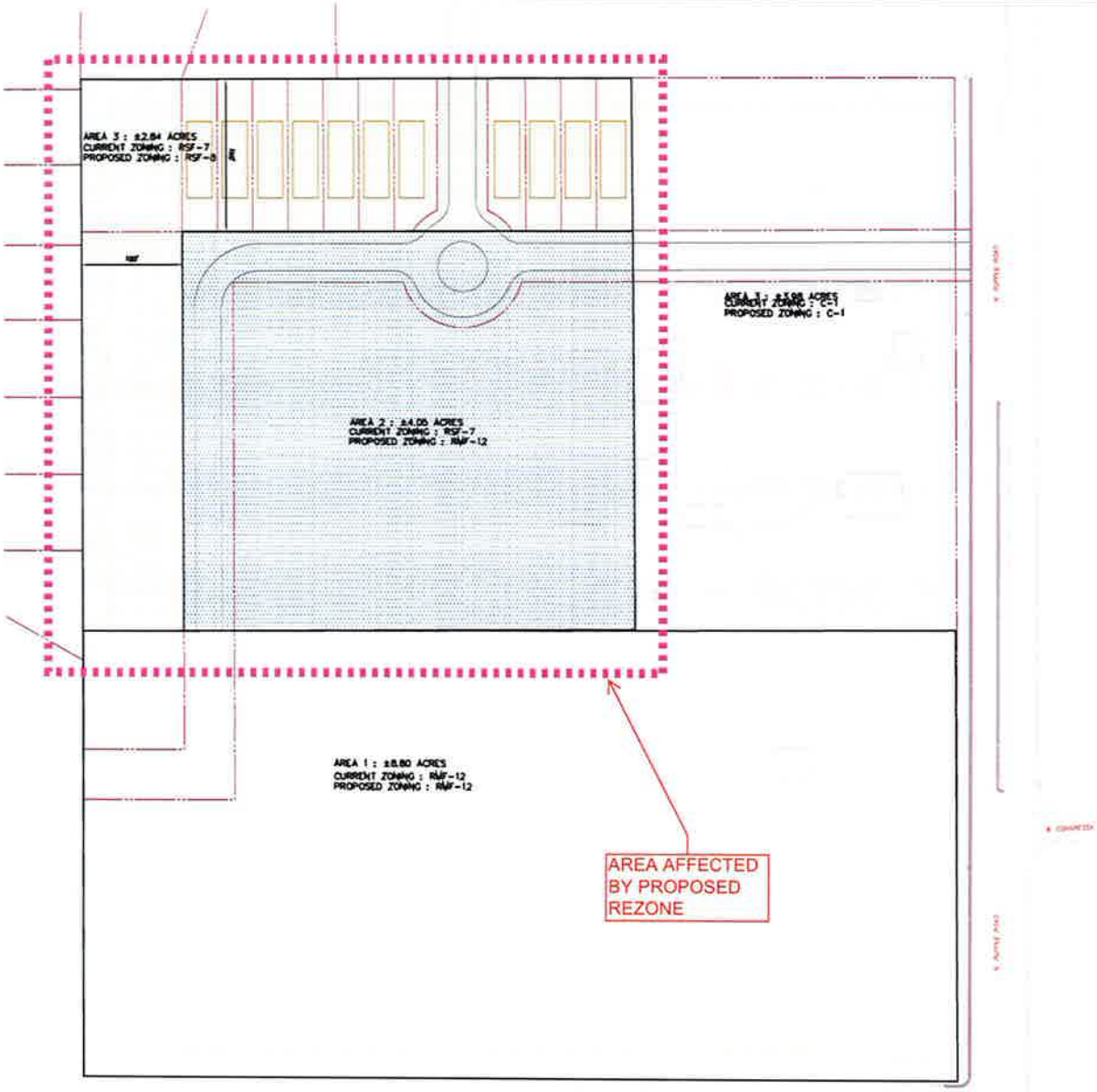
In the future, Leisure Homes Corp. intends to propose a Large Scale Development that will include a mixture of land use on the residential zoned area of the property. Specifically the land use will focus on middle housing types, which may include triplex and four-plex buildings with garages, townhomes, condominiums and landscaped courts. Although final plans for this proposed development is not complete, it has been suggested that we may be able to get 100-units in the total residential zoned 15.30-acre area.

The north easterly 4.67-acre area is zoned C-1 Neighborhood Commercial and will not be affected by this request.

Please let me know if you have any questions.

Sincerely,

Ferdi Fourie, P.E.
Project Engineer



Yellow = RMF12 to remain RMF-12
Blue = RSF-7 proposed to RMF-12
Green = RSF-7 proposed to RSF-8
Red = C-1 to remain C-1

N

GRAPHIC SCALE

LEGEND

CDE
CIVIL DESIGN ENGINEERS, INC.

DATE:

NO.	DATE	REVISIONS:	BY

PROJECT: RUPPLE ROAD MULTI FAMILY
FAYETTEVILLE, AR
SHEET: CONCEPTUAL 2

CITY: FAYETTEVILLE
COUNTY: WASHINGTON
STATE: ARKANSAS
ID #: REV 0
PROJECT NO: XXXXX
SUBMITTAL DATE: 04-02-2013
DRAWING NAME:

EOR	FERDI FOURIE
PM	FERDI FOURIE
DES	FERDI FOURIE
SHEET NO:	CONC1

EXHIBIT "E"
Page 1 of 7

BILL OF ASSURANCE
FOR
DUNNERSTOCK REZONING REQUEST

The owner of the property (said property being located west of Rupple Road and south of Bellwood Subdivision Phase 1 and being described on Exhibit A) is currently requesting a rezoning of said property and is offering this bill of assurance which shall accompany the rezoning.

The subject property consists of three parcels as follows;

1) Parcel #1 to be rezoned from RSF-1 to RSF-7 and contains 6.89 Acres. This RSF-7 rezoning would allow 48 lots but our plan will limit the lots to 17 (single family).
2) Parcel #2 to be rezoned from R-A & C-2 to RMF-12 and contains 8.41 Acres. This RMF-12 rezoning would allow 100 units.
3) Parcel #3 to be rezoned from RSF-1 to C-1 and contains 4.67 Acres. This C-1 rezoning would allow for neighborhood commercial. More specifically this zoning would allow for a small market district, which would include eating places, shops, professional offices.

Each parcel shall be submitted to the City Planning Division for review after it is rezoned. For Parcel #1 this would be standard preliminary plat/final plat process. For Parcel #1 and #2 this would require a Large Scale Development process.

This Bill of Assurance shall accompany each parcel of land (#1, 2, &3) and shall include the following;

1) Access to parcel #1 shall be to the north through Bellwood Subdivision Phase 1 and to Rupple Road through Parcel #3. The street in Parcel 1 will connect to Parcel #2 for access.
2) Parcel #2 shall have public access through the property and shall provide connectivity to the west, south and to Rupple Road.
3) Parcel #2 shall have the buildings arranged to avoid a grid layout or "row" houses. Buildings shall be staggered to help avoid this grid layout.
4) Pedestrian access shall be required in all 3 parcels to provide and encourage residents of this community to walk to the market district.
5) Waterlines & sewerlines will be extended through Parcel #1 to Parcel #2 and 3. Parcels 2 and 3 will also extend their waterline sewer to Rupple Road.
6) Stormwater will be detained in Parcel #1 and #2 and will be sized for all three parcels.
7) Two trees shall be planted on each lot of Parcel #1 by the builder.

EXHIBIT "E"
Page 2 of 7

8) Architectural design shall be reviewed by the Planning Commission for all three parcels. The review shall include type of material, color, arrangement of windows, doors, etc. Each parcel shall be reviewed separately at the time each parcel is developed. (Parcel #1 will be developed first).
9) The developer of Parcel #1 will provide improvements to Rupple Road as required by the City at the time Parcel #1 is developed.
10) Each parcel shall be compatible with the Wellspring Community to the east. This compatibility shall include architectural design & building arrangement. The City Planning Dept. shall review each development plan to determine that it is compatible with Wellspring.

The owner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Chancery/Circuit Court of Washington County and agrees that if the Owner or Owners' heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The owner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonably rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve the owners' rezoning request.

The Owner hereby voluntarily offers assurances that Owner and Owners property shall be restricted as follows **IF** Owners rezoning is approved by the Fayetteville City Council.

The Owner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Owners' rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, Mark Foster, as the owner, **voluntarily offer** all such assurances and sign below.

7/19/06
Date

MARK FOSTER
Printed Name

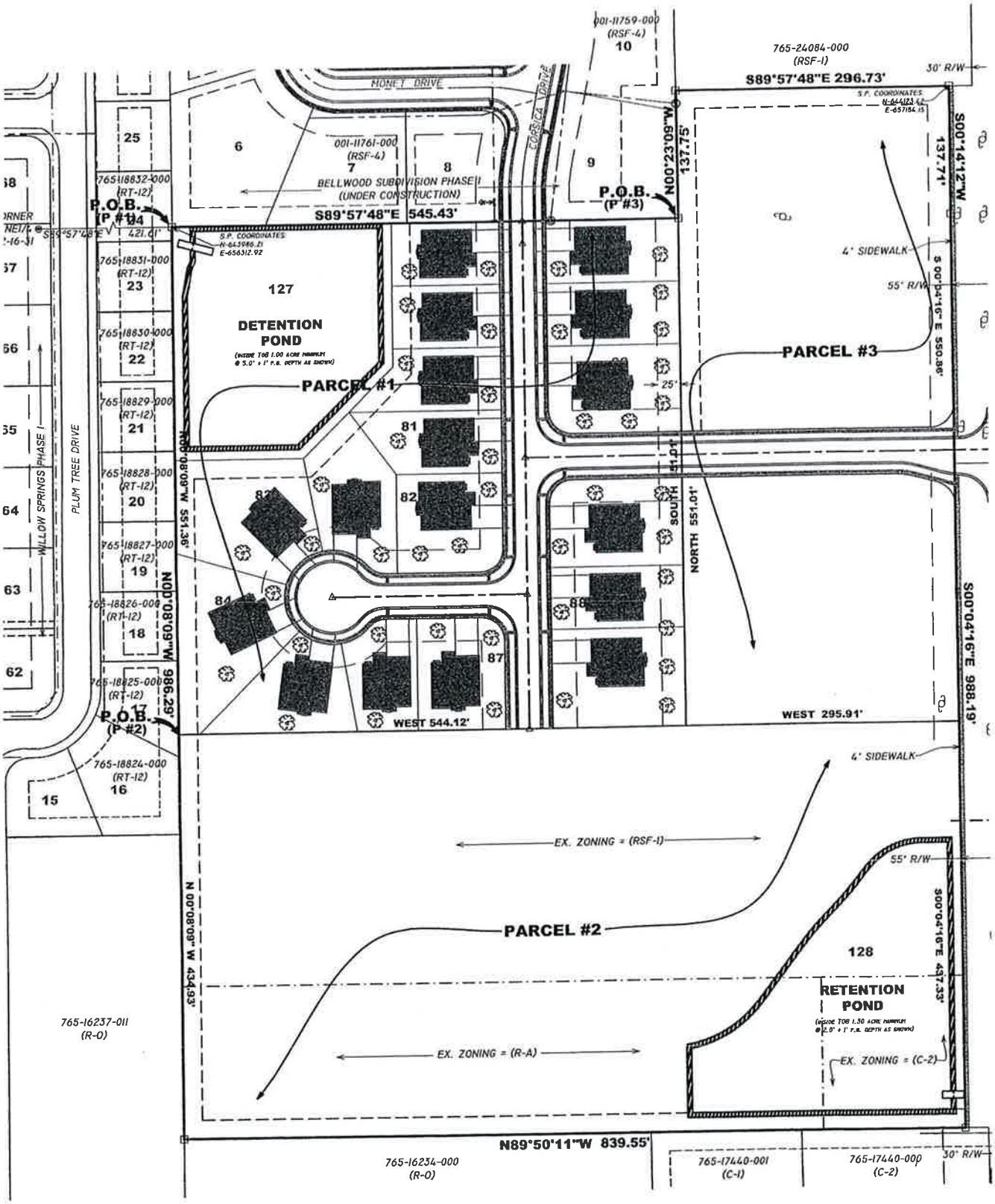
PO Box 9087
Address

FAYETTEVILLE, AR 72703

Signature

BILL OF ASSURANCE THAT ACCOMPANIES THIS REZONING REQUEST STATES THAT EACH PLANNING AREA SHALL BE REVIEWED BY THE PLANNING STAFF & PLANNING COMMISSION & SHALL BE COMPATIBLE WITH THE WELLSPRING PROJECT TO THE EAST. REFER TO BILL OF ASSURANCE FOR ADDITIONAL DETAILS.

[RZN 06-2172]



GRAPHIC SCALE

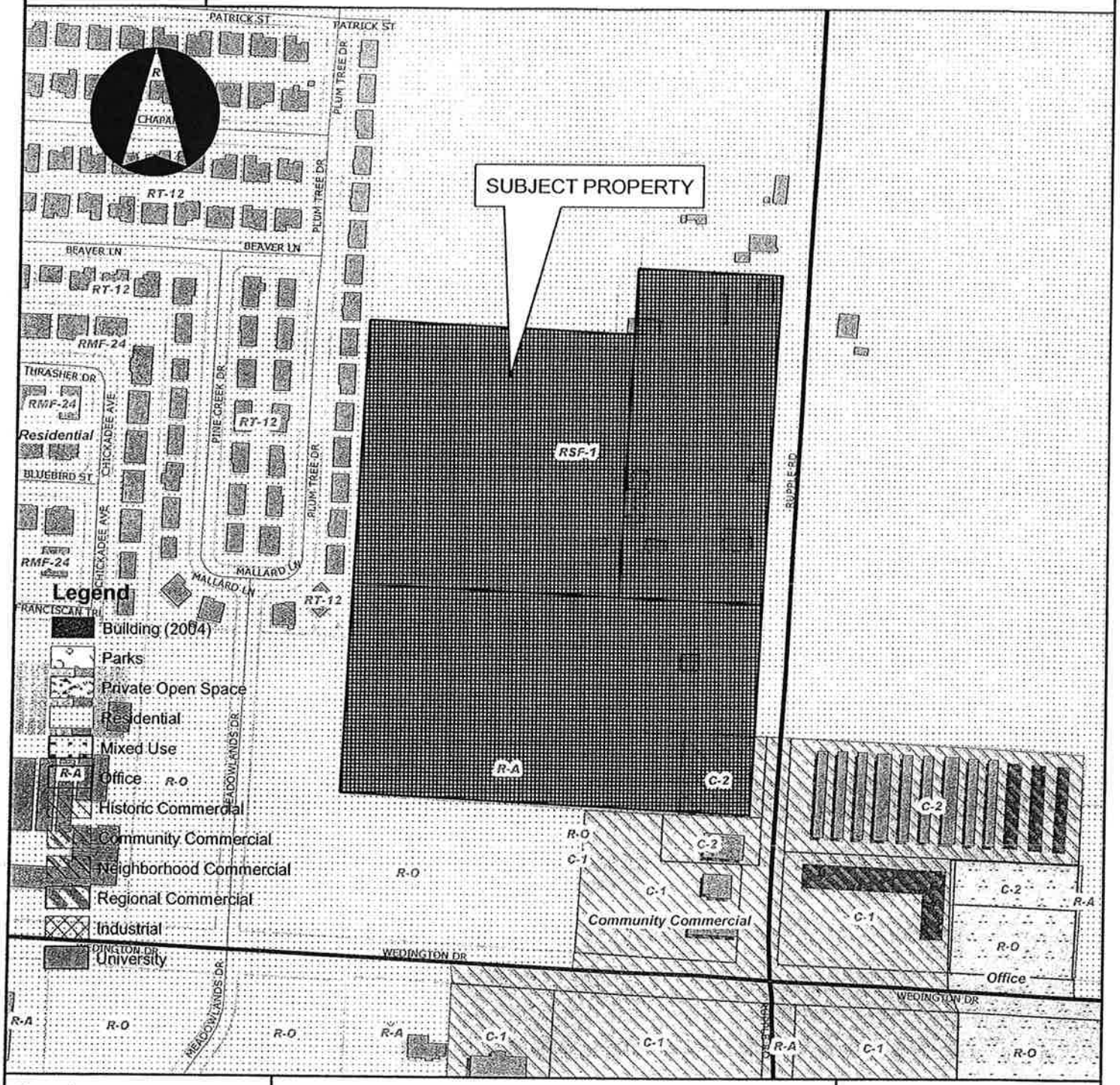
100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

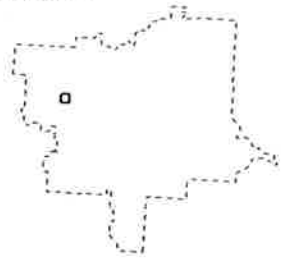
RZN06-2172

Future Land Use

DUNNERSTOCK



Overview



Legend

Subject Property

RZN06-2172

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

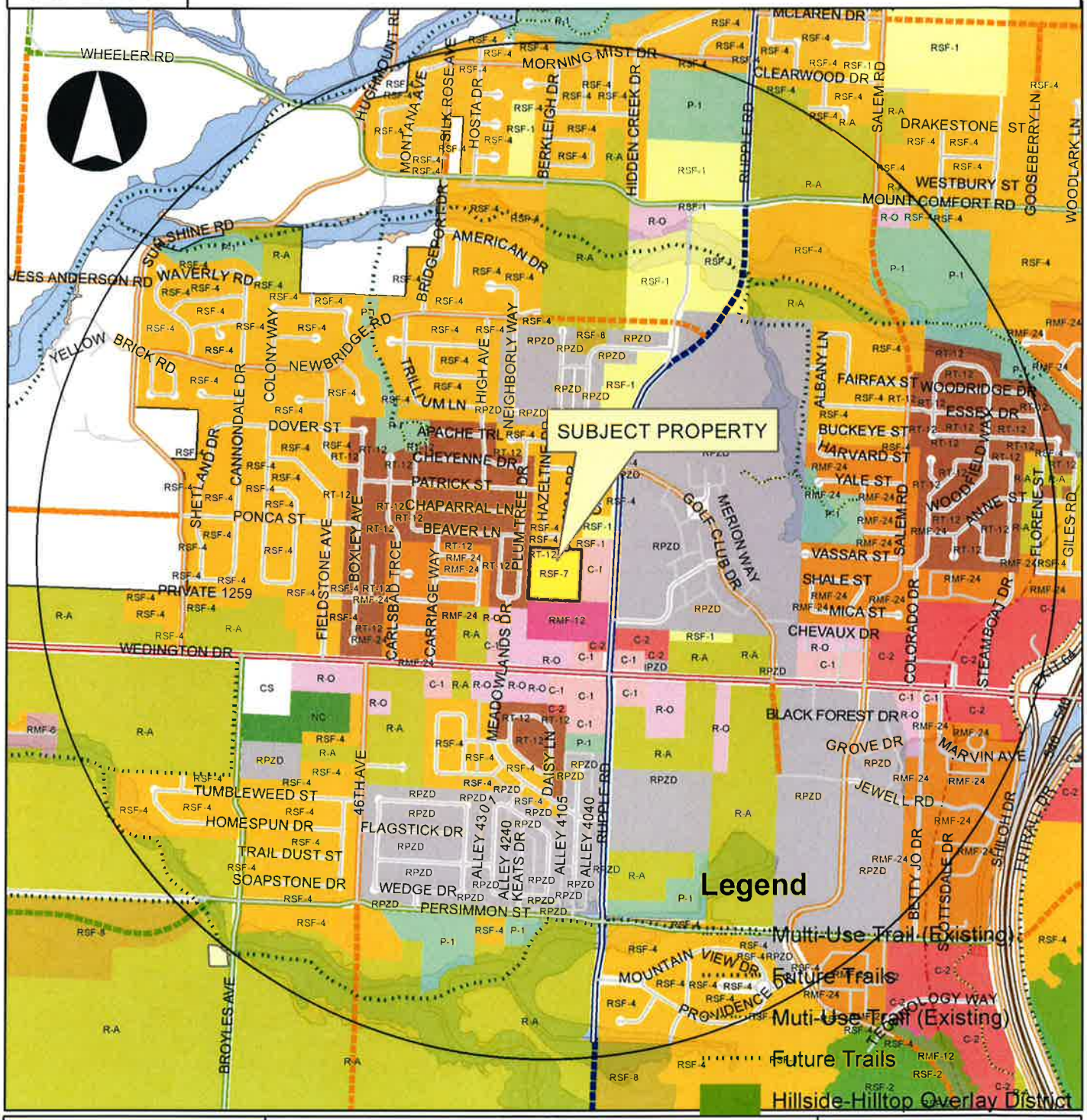
Legend

0 125 250 500 750 1,000 Feet

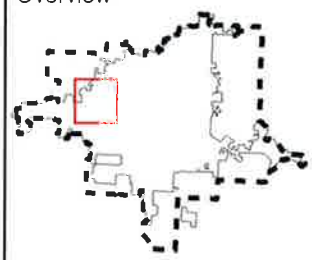
RZN13-4384

One Mile View

LEISURE HOMES



Overview



Legend

Subject Property

RZN13-4384

Boundary

RZN13-4384

Design Overlay District

Planning Area

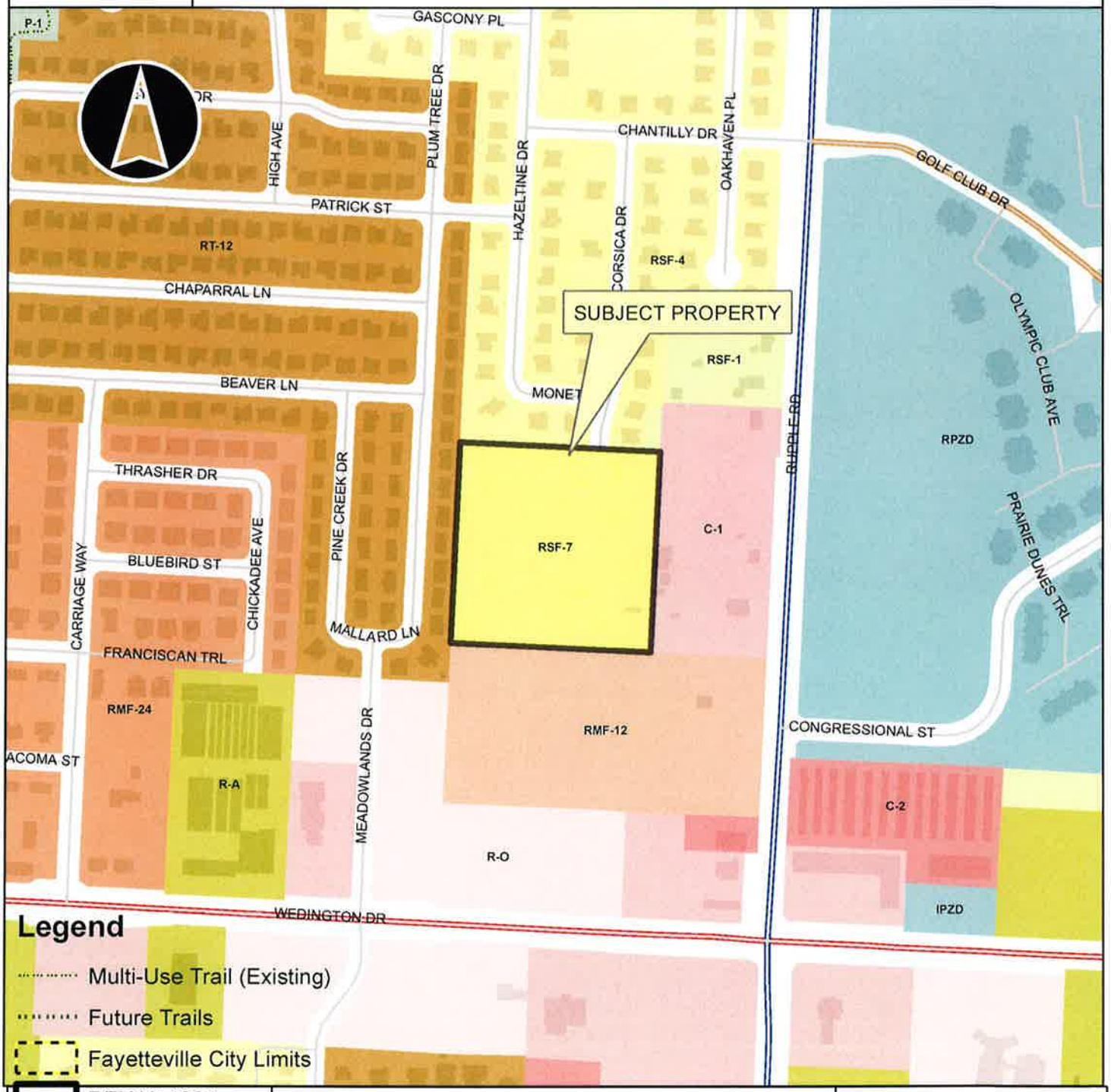
Fayetteville

0 0.25 0.5 1 Miles

RZN13-4384

Close Up View

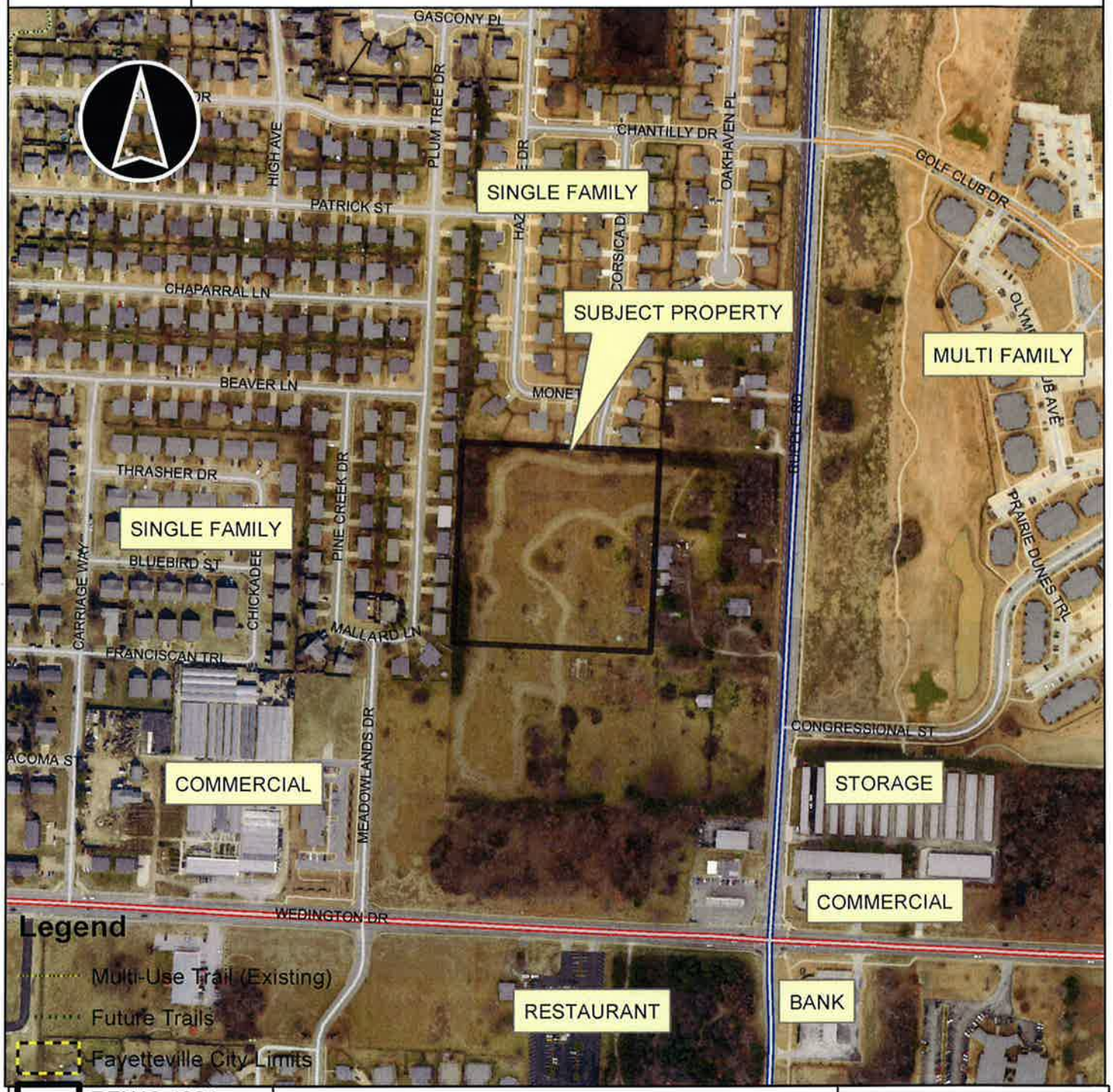
LEISURE HOMES



RZN13-4384

Current Land Use

LEISURE HOMES



Overview

RZN13-4384

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

Planning Area

0 150 300 600 900 1,200 Feet

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

7/2/2013
City Council Meeting Date
Agenda Items Only

Jesse Fulcher	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

VAC 13-4385: Vacation (867 N. COLLEGE AVE./PINE TREE/BEACON FLATS, 445/446): Submitted by CIVIL DESIGN ENGINEERING for property located at 867 NORTH COLLEGE AVENUE. The property is zoned DG, DOWNTOWN GENERAL. The request is to vacate two utility easements.

Cost of this request	$ - Category / Project Budget	Program Category / Project Name
Account Number	$ - Funds Used to Date	Program / Project Category Name
Project Number	$ - Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date 06.11.2013

City Attorney — Date 6-12-13

Finance and Internal Services Director — Date 6-11-2013

Chief of Staff — Date 6-11-13

Mayor — Date 6/11/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 06-11-13 A09:06 RCVD

Received in Mayor's Office ENTERED 6/11/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Jesse Fulcher, Current Planner

Date: June 11, 2013

Subject: VAC 13-4385 (867 N. COLLEGE AVE./PINE TREE/BEACON FLATS)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate two utility easements.

BACKGROUND

The subject property is located at the southwest corner of N. College and E. Cleburn. A Planned Zoning District (Beacon Flats) was approved on the property in 2004, but was never constructed. However, the easement plat document was recorded, platting two easements that were specific to the development proposal. Since that time the project has expired and the property has been rezoned to Downtown General. Consequently, the owner would like to vacate the easements to allow for an alternative site design.

The applicant's original request was to vacate an 8 foot utility easement (Vacation #2) perpendicular to Pollard Avenue and a 20 foot utility easement (Vacation #1) parallel to College Avenue. AT&T, however, is only willing to vacate 10 feet of the existing 20 foot easement. The applicant has revised the request and legal descriptions and is requesting to vacate the 8 foot easement and the western 10 feet of the 20 foot easement (see attached).

DISCUSSION

On June 10, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 7-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 13-4385 SUBMITTED BY CIVIL DESIGN ENGINEERING FOR PROPERTY LOCATED AT 867 NORTH COLLEGE AVENUE TO VACATE TWO UTILITY EASEMENTS, A TOTAL OF 2,489 SQUARE FEET

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portions of the platted utility easements are not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described utility easements in Exhibit B (attached).

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit A shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the Condition of Approval and shall not be in effect until the condition is met.

"Any relocation of existing utilities shall be at the owner/developer's expense."

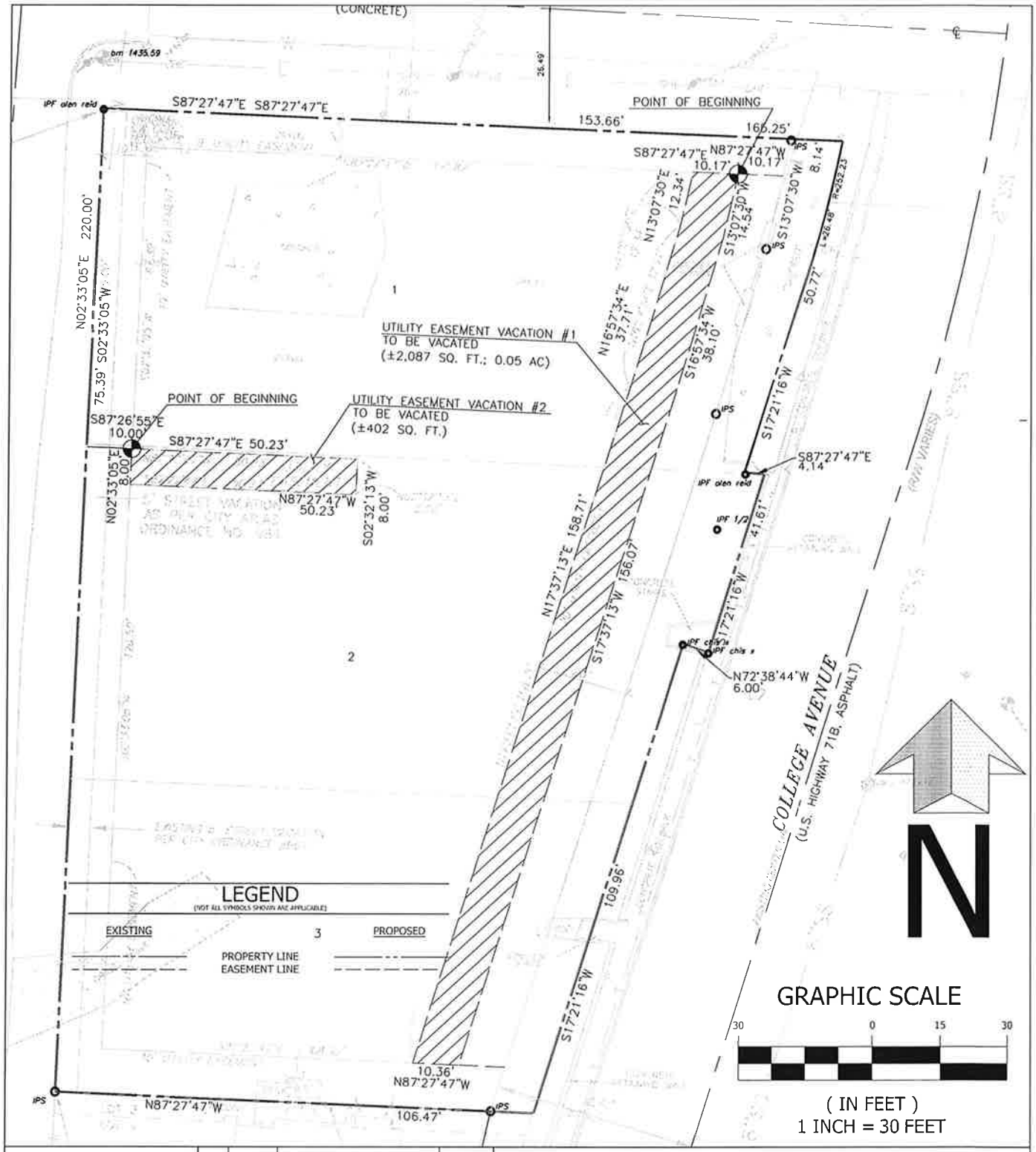
PASSED and **APPROVED** this day of , 2013.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH,** City Clerk/Treasurer

EXHIBIT "A"



CERTIFICATE OF AUTHORIZATION
CIVIL DESIGN ENGINEERS, INC.
#1642
ARKANSAS - ENGINEER

NO.	DATE	REVISION	INIT

CDE

CIVIL DESIGN ENGINEERS, INC.
4285 N. SHILOH DRIVE SUITE 110
FAYETTEVILLE, AR 72703
PHONE : (479) 856-6111
http://www.civilde.com

SHEET:
EXHIBIT - EASEMENT VACATION

BEACON FLATS APARTMENTS
FAYETTEVILLE, AR

DRAWN BY: FERDI FOURIE
CHECKED BY: FERDI FOURIE
DWG: 1065EASMENT.DWG
SCALE: 1"=30'
DATE: JUNE 3, 2013

EXHIBIT "B"
VAC 13-4385

LEGAL DESCRIPTION – UTILITY EASEMENT 1

A PART OF LOT NUMBERED ONE (1), A PART OF LOT NUMBERED TWO (2) AND A PART OF LOT NUMBERED (3), ALL IN BLOCK NUMBERED TWELVE (12) OF A.L. TRENT'S REVISED PLAT OF CITY PARK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EXOFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN AT THE ADJUSTED NORTHWEST CORNER OF SAID LOT ONE (1), SAID POINT BEING N87°27'47"W 5.00 FEET FROM THE ORIGINAL NORTHWEST CORNER OF SAID LOT ONE (1); THENCE S87°27'47"E ALONG THE NORTH LINE OF SAID LOT ONE (1) 153.66 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COLLEGE AVENUE; THENCE ALONG SAID RIGHT OF WAY S13°07'30"W 8.14 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N87°27'47"W 10.17 FEET TO THE POINT OF BEGINNING; THENCE S13°07'30"W 14.54 FEET; THENCE S16°57'34"W 38.10 FEET; THENCE S17°37'13"W 156.07 FEET; THENCE N87°27'47"W 10.36 FEET; THENCE N17°37'13"E 158.71 FEET; THENCE N16°57'34"E 37.71 FEET; THENCE N13°07'30"E 12.34 FEET; THENCE S87°27'47"E 10.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05-ACRE OR 2,087 SQUARE FEET MORE OR LESS.

LEGAL DESCRIPTION – UTILITY EASEMENT 2

A PART OF LOT NUMBERED ONE (1), A PART OF LOT NUMBERED TWO (2) AND A PART OF LOT NUMBERED (3), ALL IN BLOCK NUMBERED TWELVE (12) OF A.L. TRENT'S REVISED PLAT OF CITY PARK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EXOFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Fayetteville
ARKANSAS

PC Meeting of June 10, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Jesse Fulcher, Senior Planner
THRU:	Jeremy Pate, Development Services Director
DATE:	~~June 4, 2013~~ *Updated June 11, 2013*

VAC 13-4385: Vacation (867 N. COLLEGE AVE./PINE TREE/BEACON FLATS, 445/446): Submitted by CIVIL DESIGN ENGINEERING for properties located around 867 NORTH COLLEGE AVENUE. The property is zoned DG, DOWNTOWN GENERAL. The request is to vacate two utility easements. Planner: Jesse Fulcher

Findings:

Property: The subject property is located at the southwest corner of N. College and E. Cleburn. A Planned Zoning District (Beacon Flats) was approved on the property in 2004, but was never constructed. However, the easement plat document was recorded, platting two easements that were specific to the development proposal. Since that time the project has expired and the property has been rezoned to Downtown General. Consequently, the owner would like to vacate the easements to allow for an alternative site design. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Commercial	C2, Thoroughfare Commercial
South	Commercial	R-O, Residential Office
East	Commercial	C2, Thoroughfare Commercial
West	Residential	RSF-4, Residential Single-family

Request: The applicant's original request was to vacate an 8 foot utility easement (Vacation #2) perpendicular to Pollard Avenue and a 20 foot utility easement (Vacation #1) parallel to College Avenue. AT&T, however, is only willing to vacate 10 feet of the existing 20 foot easement. The applicant has revised the request and legal descriptions and is requesting to vacate the 8 foot easement and the western 10 feet of the 20 foot easement (see attached).

Easement Vacation Approval: The applicant has submitted the required easement vacation forms to the City Utilities Department, franchise utilities, and adjacent private property owners, with no objections, except as noted by AT&T.

UTILITIES	RESPONSE
Ozarks Electric	No objections
Cox Communications	No objections
Southwestern Electric Power Company	No objections
Source Gas	No objections
AT&T	No objections to vacating western 10 feet of existing 20 foot easement.

CITY OF FAYETTEVILLE:	RESPONSE
Water/Sewer	No objections
Transportation	No objections
Solid Waste	No objections

Public Comment: No public comment has been received.

Recommendation: Staff recommends forwarding **VAC 13-4385** to the City Council with a recommendation for approval.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☑ **Forwarded** ❒ **Denied** ❒ **Tabled**

Date: June 10, 2013

Motion: Winston
Second: Cook
Vote: 7-0-0

Notes:

CDE CIVIL DESIGN ENGINEERS, INC.

723 N. Collar Lane, Fayetteville, AR 72701 Phone (479) 856-6111 Fax (479)856-6112

June 3, 2013
City of Fayetteville Planning Commission
125 W. Mountain Street
Fayetteville, AR 72701
Phone (479) 575-8267
Fax (479) 575-8202

Re: Revision for request to Vacate Existing Easement
Beacon Flats, Fayetteville, AR
Fayetteville, AR
CDE Project No. 1065

Dear Planning Commission,

Included is a revised exhibit showing the area for the easement vacation along College Avenue across 867 N. College Avenue, 807 N. College Avenue and 805 N. College Avenue

This revision is based on comments received from AT&T requesting that a 10-foot easement area be maintained along College Avenue.

Please let me know if you have any questions.

Sincerely,

Ferdi Fourie, P.E.
Project Engineer
FF/FF

CDE CIVIL DESIGN ENGINEERS, INC.

723 N. Lollar Lane, Fayetteville, AR 72701 Phone: (479) 856-6111 Fax: (479)856-6112

April 29, 2013
City of Fayetteville Planning Commission
125 W. Mountain Street
Fayetteville, AR 72701
Phone (479) 575-8267
Fax (479) 575-8202

Re: **Request to Vacate Existing Easement**
Beacon Flats, Fayetteville, AR
Fayetteville, AR
CDE Project No. 1065

Dear Planning Commission,

A request is hereby made to vacate an existing utility easement located across 867 N. College Avenue, 807 N. College Avenue and 805 N. College Avenue.

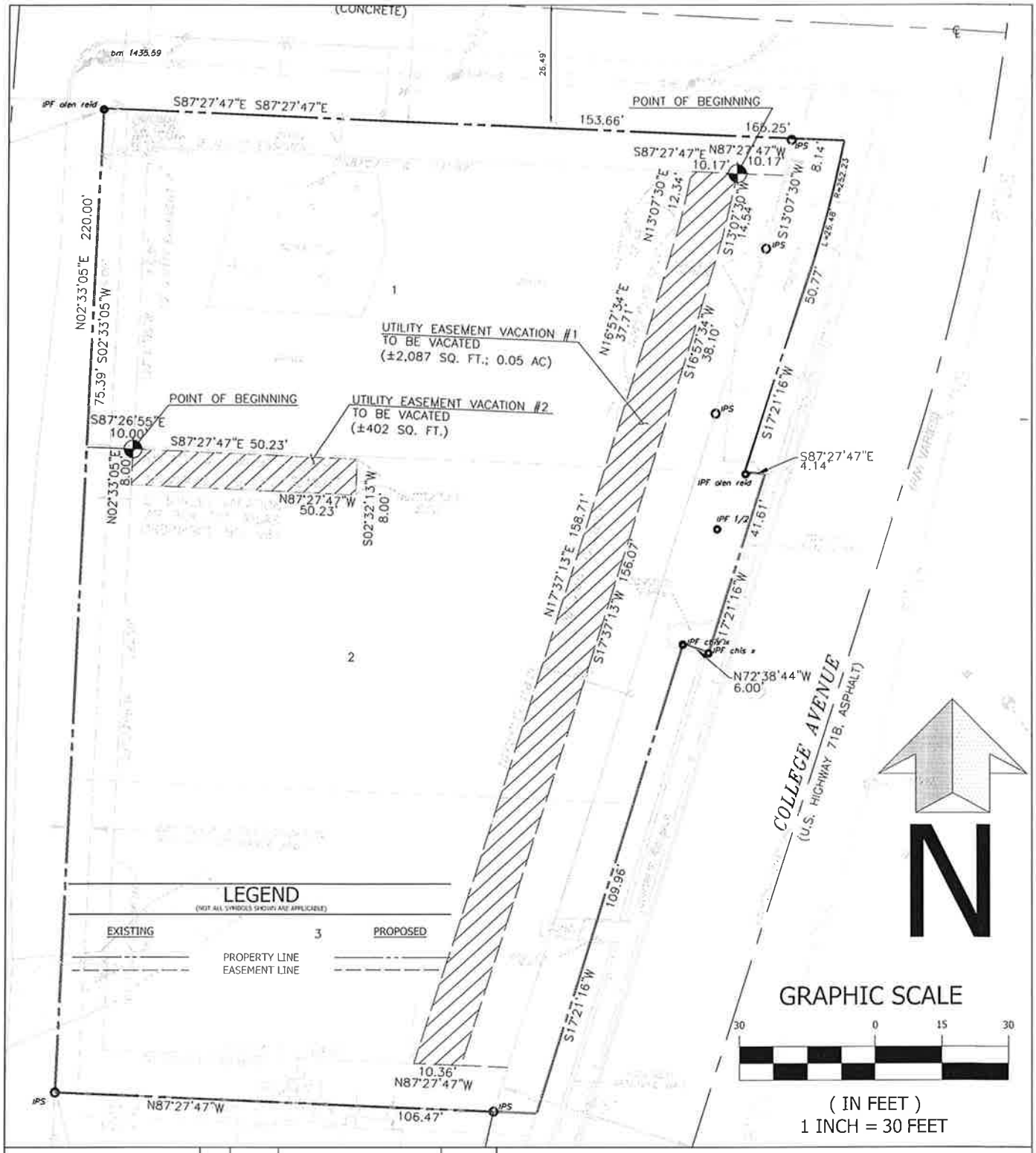
A previous Large Scale Development was proposed and approved, and a Grading Permit #15957 dated August 25 2005 issued for construction. Although construction was not completed, an Easement Plat was recorded for the proposed easements based on this design (File No. 023A-00000256)

Currently plans are begin designed for a revised project at the site. Vacating these recorded easements will allow the design team to move forward with a revised layout that will be proposed under a new Large Scale Development. New easements based on the new design will then be recorded as required.

Please let me know if you have any questions.

Sincerely,

Ferdi Fourie, P.E.
Project Engineer
FF/FF



CERTIFICATE OF AUTHORIZATION
CIVIL DESIGN ENGINEERS, INC.
#1642
ARKANSAS - ENGINEER

NO.	DATE	REVISION	INIT

CDE

CIVIL DESIGN ENGINEERS, INC.
4285 N. SHILOH DRIVE SUITE 110
FAYETTEVILLE, AR 72703
PHONE : (479) 856-6111
http://www.civilde.com

SHEET:
EXHIBIT - EASEMENT VACATION

BEACON FLATS APARTMENTS
FAYETTEVILLE, AR

DRAWN BY: FERDI FOURIE
CHECKED BY: FERDI FOURIE
DWG: 1065EASMENT.DWG
SCALE: 1"=30'
DATE: JUNE 3, 2013

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PETITION TO VACATE AN EASEMENT LOCATED AT 867, 807 and 805 N. COLLEGE AVENUE, CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in 867, 807 and 805 N. College Avenue, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

10' UTILITY EASEMENT BOOK AND PAGE: 23A, PAGE 256

A PART OF LOT NUMBERED ONE (1), A PART OF LOT NUMBERED TWO (2) AND A PART OF LOT NUMBERED (3), ALL IN BLOCK NUMBERED TWELVE (12) OF A.L. TRENT'S REVISED PLAT OF CITY PARK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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8' UTILITY EASEMENT BOOK AND PAGE: 23A, PAGE 256

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The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 1 day of May, 2013.

MORGAN HOOKER
Printed Name

Signature

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: June 3, 2013

UTILITY COMPANY: AT&T

APPLICANT NAME: Civil Design Engineers, Inc APPLICANT PHONE: 479-856-6111

REQUESTED VACATION (***applicant must check all that apply***):

☒ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)
867 N. College Avenue; 807 N. College Avenue; 805 N. College Avenue
**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☐ No objections to the vacation(s) described above.

☒ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

10' ADJACENT TO HWY71B RIGHT OF WAY IS TO BE RETAINED
10' OF EASEMENT TO BE VACATED

☐ No objections provided the following conditions are met:

Susan K Clonser
Signature of Utility Company Representative

OSP DESIGN ENGINEER
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: April 29, 2013

UTILITY COMPANY: Sourcegas

APPLICANT NAME: Civil Design Engineers, Inc APPLICANT PHONE: 479-856-6111

REQUESTED VACATION (*applicant must check all that apply*):

X Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

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** 867 N. College Avenue; 807 N. College Avenue; 805 N. College Avenue

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

X No objections to the vacation(s) described above.

No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

Scott Stokes
Signature of Utility Company Representative

Field Coordinator
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: April 29, 2013

UTILITY COMPANY: Ozarks Electric

APPLICANT NAME: Civil Design Engineers, Inc APPLICANT PHONE: 479-856-6111

REQUESTED VACATION (***applicant must check all that apply***):

☒ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

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**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Greg McGee
Signature of Utility Company Representative

Lead Staking Tech
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: April 29, 2013

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Civil Design Engineers, Inc APPLICANT PHONE: 479-856-6111

REQUESTED VACATION (***applicant must check all that apply***):

☒ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)
867 N. College Avenue; 807 N. College Avenue; 805 N. College Avenue
**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☐ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

Any damage to or relocation of any of our existing facilities will be at the owners /develpers expense.

Signature of Utility Company Representative

Construction Planner NWA
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: April 29, 2013

UTILITY COMPANY: AEP/SWEPCO

APPLICANT NAME: Civil Design Engineers, Inc APPLICANT PHONE: 479-856-6111

REQUESTED VACATION (***applicant must check all that apply***):

☒ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)
867 N. College Avenue; 807 N. College Avenue; 805 N. College Avenue
**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☑ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

John Bayer
Signature of Utility Company Representative

Dist. Engineer
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: April 29, 2013

UTILITY COMPANY: City of Fayetteville - Solid Waste

APPLICANT NAME: Civil Design Engineers, Inc APPLICANT PHONE: 479-856-6111

REQUESTED VACATION (*applicant must check **all** that apply*):

X Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)
** 867 N. College Avenue; 807 N. College Avenue; 805 N. College Avenue

*(ATTACH legal description **and** graphic representation of what is being vacated-SURVEY)*

UTILITY COMPANY COMMENTS:

X No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 05/14/2015

UTILITY COMPANY: City of Fayetteville - Water and Sewer

APPLICANT NAME: Civil Design Engineers, Inc APPLICANT PHONE: 479-856-6111

REQUESTED VACATION (***applicant must check all that apply***):

☒ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)
867 N. College Avenue; 807 N. College Avenue; 805 N. College Avenue
**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

☐ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

Platting of easements for water and sewer to serve the proposed development as required.

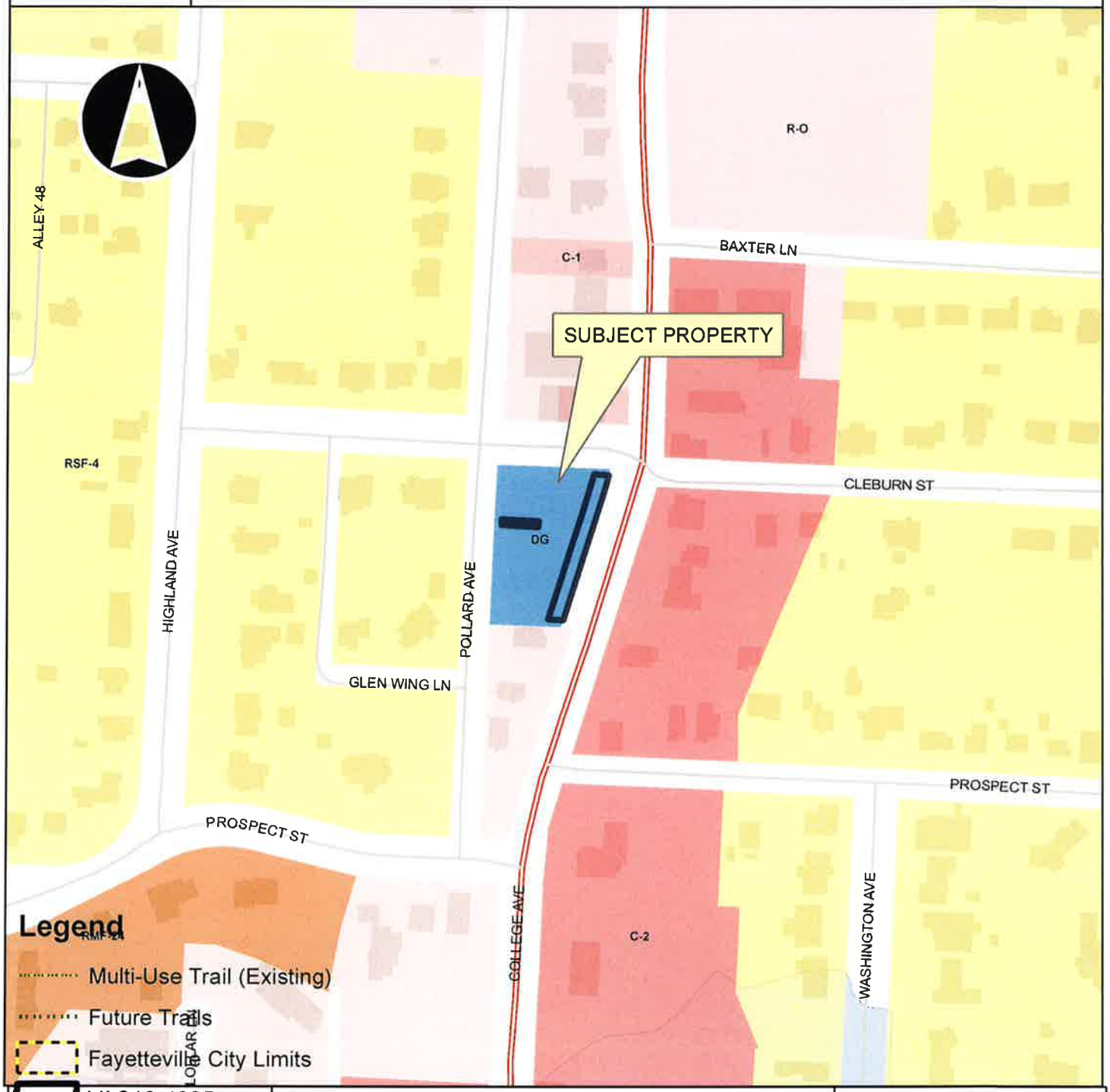
Signature of Utility Company Representative

Utilities Engineer
Title

VAC13-4385

Close Up View

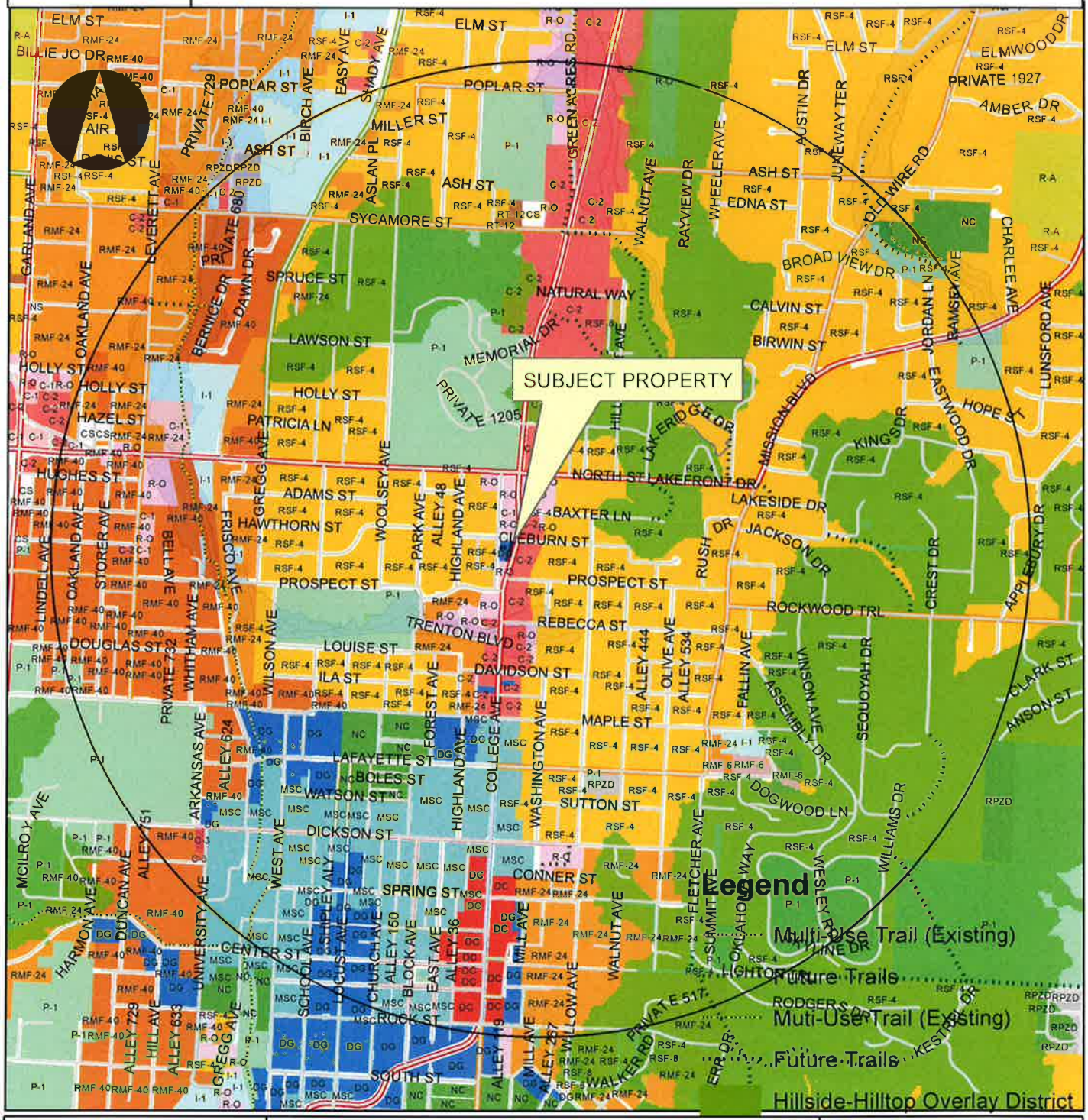
BEACON FLATS



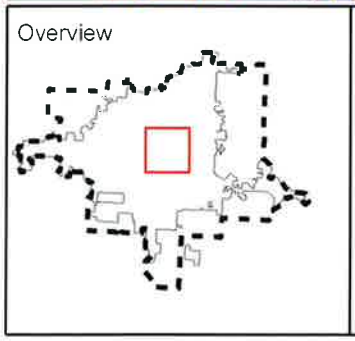
VAC13-4385

One Mile View

BEACON FLATS



Overview



Legend

Subject Property

VAC13-4385

Boundary

VAC13-4385

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
City Council Meeting Date
Agenda Items Only

Byron Humphry BH	Park Maintenance	Parks and Recreation
Submitted By	**Division**	**Department**

Action Required:

Staff recommends an ordinance to amend section 97.070 Recreational Activities at Lake Fayetteville, Sequoyah and Wilson.

NA	$ -	
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 NA **Budget Adjustment Attached**

Connie Edmonston	6-11-13	Previous Ordinance or Resolution #
Department Director	Date	Original Contract Date:
	6-12-13	Original Contract Number:
City Attorney	Date	
Paul A. Becker	6-12-2013	
Finance and Internal Services Director	Date	Received in City Clerk's Office ENTERED 6/10/13 Kim G.
	6/12/13	
Chief of Staff	Date	Received in Mayor's Office ENTERED 6/12/13 BCP
	6/12/13	
Mayor	Date	

Comments:

AGENDA REQUEST

FOR: COUNCIL MEETING OF July 2, 2013

FROM:
MAYOR LIONELD JORDAN
ALDERMAN ALAN LONG

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance to approve the proposed amendments to Section 97.070 **Recreational Activities at Lake Fayetteville, Sequoyah and Wilson**

APPROVED FOR AGENDA:

Mayor Lioneld Jordan — Date 6/17/13

Alderman Alan Long — Date 06-17-13

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

From: Byron Humphry, Park Maintenance Superintendent

Date: June 7, 2013

Subject: Ordinance to amend section 97.070 Recreational Activities at Lakes Fayetteville, Sequoyah and Wilson

PROPOSAL:
Ordinance 97.070 Recreational Activities at Lakes Fayetteville, Sequoyah and Wilson, needs to be updated to reflect changes that have occurred at the lakes and to provide better service to our citizens. The following is a summary of the proposed updates.

1. Allow the Director of Parks and Recreation to authorize extended operating hours as necessary to accommodate tournaments, special events, or seasonal weather conditions. This change will allow the Parks Department to host tournaments or special events that may end after sunset. It would also allow for seasonal fishing during the night hours when it is too hot to fish during the day.
2. Clarify there are no fishing and boating permit requirements at Lake Wilson or other fishable waters in City Parks other than Lake Fayetteville and Lake Sequoyah. It is difficult to sell and enforce fishing/boating permit requirements at a lake that does not have a Boatdock Contractor on-location. At Lake Fayetteville and Lake Sequoyah, Boatdock Contractors operate, open and close the lakes at sunrise and sunset, as well as sell permits.
3. Remove language concerning boatdocks at Lake Sequoyah which are no longer there. The docks were removed in 2011 due to safety concerns. The ordinance has not been updated to reflect this change.
4. Allow for two free fishing weekends where fishing/use permits are not required. One weekend will coincide with the Arkansas Game and Fish free fishing weekend and the other weekend will be designated annually by the Parks Director.
5. Allow a reduced permit fee for veteran's at the senior citizen's rate. This is often requested of the marina operators and would provide recognition and appreciation to veterans.

RECOMMENDATION:
Staff recommends an ordinance to amend section 97.070.

Attachments:
Staff Review Form
Draft of Amended Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 97.070 **RECREATIONAL ACTIVITIES AT LAKES FAYETTEVILLE, SEQUOYAH AND WILSON** OF THE FAYETTEVILLE CODE TO ALLOW EXTENDED HOURS, REDUCED FEES FOR VETERANS AND OTHER CHANGES

WHEREAS, the fees and allowed recreational activities on the City's three lakes need to be modified.

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 repeals § 97.070 **Recreational Activities at Lakes Fayetteville, Sequoyah and Wilson** of the Fayetteville Code in its entirety and enacts a replacement § 97.070 as shown on Exhibit A attached hereto and made a part hereof.

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED: **ATTEST:**

By: _____ By: _____
LIONELD JORDAN, MAYOR **SONDRA E. SMITH,** City Clerk

Exhibit A

97.070 Recreational Activities At Lakes Fayetteville, Sequoyah And Wilson

(A) *Hours.* Lake Fayetteville, Lake Sequoyah, and Lake Wilson shall be open to the general public throughout the year from sunrise to sunset daily and shall be closed each day from sunset to sunrise; provided:
1. Lake Fayetteville and Lake Sequoyah shall be closed on Thanksgiving Day and from sunset on December 23rd through January 14th.
2. The Director of the Parks and Recreation Department is authorized to extend the operating hours of a lake when reasonable and necessary to accommodate a tournament, special event, or seasonal weather conditions.

(B) *Permits for fishing and boating.* Fishing and boating permits are required for Lake Fayetteville and Lake Sequoyah. There is no permit requirement for Lake Wilson or other Park areas containing fishable waters.
(1) *Permits:*
(a) Annual boating and fishing permit (65 and older and veterans) $40.00
(b) Annual boating and fishing permit (16-64) $50.00
(c) Daily boating and fishing permit (65 and older and veterans) $5.00
(d) Daily boating and fishing permit (16-64) $6.00
(e) Annual fishing/use permit (65 and older and veterans) $20.00
(f) Annual fishing/use permit (16-64) $30.00
(g) Daily fishing/use permit (65 and older and veterans) $2.00
(h) Daily fishing/use permit (16-64) $3.00
(i) Daily fishing/use permit (under 16 with permitted adult) Free
(j) Daily Non-motorized Boating (canoes, inflatables, kayaks, paddle boats and sailboats) $ 3.00
(k) Annual Non-motorized Boating (per patron, nontransferable) $20.00

(2) *Miscellaneous.*
(a) Each person 16 years of age or older is required to purchase a fishing/use permit for fishing on each lake or any stream within the city owned lake property at Lake Fayetteville and Lake Sequoyah.
(b) There will be two free fishing weekends each year where City fishing/use permits will not be required. One weekend will coincide with the Arkansas Game and Fish free fishing weekend. The Parks and Recreation Director will designate the second weekend annually.
(c) A boating permit applies to the boat rather than the occupants thereof; however, all occupants of a boat, 16 years of age or older must purchase a fishing/use permit. Daily permits are valid only for use on the date of purchase.
(d) Juveniles and their supervisors shall be exempt from the boating and fishing permit fee if they are part of Washington County government rehabilitation program approved by the Director of the Fayetteville Parks and Recreation Department for the location, date and time of lake access.

(C) *Boat docking.* Boat docking shall be permitted at the boat docks at Lake Sequoyah and Lake Fayetteville on a space available basis to season boating and fishing permit holders for the following per boat annual fees:
(1) Lake Fayetteville
(a) City resident $250.00
(b) Non-resident $325.00

(D) *Fishing.* All fishing shall be done only from the bank or boat. No wading, swimming, or belly boats shall be permitted in all City Lakes. Arkansas Game and Fish regulations shall control the number and size of fish which may be caught; however, the Fayetteville Parks and Recreation Department may provide additional limitations necessary to manage the fish population. All persons fishing at Lake Fayetteville and Lake Sequoyah should check with the boat dock operator before fishing. It shall be unlawful for any person fishing to use trot lines, limb lines, cast nets, yo-yo's or jug fishing.

(E) *Boating.* A boating permit for each boat must be purchased before its use on Lake Fayetteville or Lake Sequoyah. All boats must be docked (Lake Fayetteville) or removed from the lake at closing time. No boats except those used by lake employees will be docked at any other location on the lake. Boating may be closed to the public by the Parks and Recreation Department during a special event that includes swimming.

(F) *Place of entry.* All persons boating at Lake Fayetteville and Lake Sequoyah are warned to enter the lake only through the entrance at the lake office. Persons entering the lake property from any other location shall be considered trespassing and subject to prosecution.

(G) *Use of motors on boats.*
(1) In the event that motors are used on boats, the boats shall be operated in such a manner that they will not endanger other boats or the occupants thereof. All City Lakes are No Wake Lakes. Speeding and boat racing is not permitted and each outboard motor operator is cautioned to operate his motor in a safe and cautious manner. Failure to abide by this requirement will cause loss of boating permit. The dock operator shall revoke the boating permit of any boat which in his judgment is unsafe, overloaded, or operated in a careless manner.
(2) No boats shall be permitted within 500 feet of the spillway of Lake Sequoyah.
(3) No houseboats, water skiing, or jet skis allowed.
(4) All state laws governing boats must be complied with before using a boat on any city lake.
(5) The City will not be responsible for any damage to or theft of boats, motors, or equipment.

(H) *Picnicking or other recreational activities.* Picnicking is permitted on any part of Lake Fayetteville, Lake Sequoyah, or Lake Wilson or land surrounding said lakes, except within restricted nature areas, which are controlled by the city. Overnight camping is allowed only by special group permit.

(I) *Committing nuisances.* No person shall commit any nuisance while on Lake Fayetteville, Lake Sequoyah, and Lake Wilson or any of the land surrounding the lakes belonging to the city, nor shall any trash or other materials be thrown into the lakes or left about the shore line or on the premises of any lake.

(J) *Fishing and boating prohibited near intake tower.* No one shall climb upon, enter, or fish from the intake towers of the lakes.

(K) *Fishing on stream below dam.* State laws governing fishing below dams shall be applicable on city property. Fishing permits are required to fish in the stream on city property below the dams at Lake Fayetteville and Lake Sequoyah.

(L) *Firearms and hunting.* No firearms, hunting or trapping will be permitted on city owned property at any time.

(M) *Use of motor vehicles.* No person at Lake Fayetteville, Lake Sequoyah, or Lake Wilson shall drive a motor vehicle or ride a motorcycle, ATV or bicycle on other than a paved vehicular road or path designated for that purpose.

(N) *Revoking permits.* The city shall have the right to revoke any permit issued under this section if it is determined that the permittee willfully violated any of the provisions of this section. When a permit is revoked, there will be no refunds.

97.070 Recreational Activities At Lakes Fayetteville, Sequoyah And Wilson

(A) *Hours.* Lake Fayetteville, Lake Sequoyah, and Lake Wilson shall be open to the general public throughout the year from sunrise to sunset daily and shall be closed each day from sunset to sunrise; provided:
1. Lake Fayetteville and Lake Sequoyah shall be closed **on** Thanksgiving Day **and from sunset on December 23rd through January 14th.** ~~The boat docks shall be closed on December 24th and shall remain closed through January 14th.~~
2. The Director of the Parks and Recreation Department is authorized to extend the operating hours of a lake when reasonable and necessary to accommodate a tournament, special event, or seasonal weather conditions.

(B) *Permits for fishing and boating.* **Fishing and boating permits are required for Lake Fayetteville and Lake Sequoyah. There is no permit requirement for Lake Wilson or other Park areas containing fishable waters.**
(1) *Permits:*
(a) **Annual** ~~Season~~ boating and fishing permit (65 and older **and veterans**) $40.00
(b) **Annual** ~~Season~~ boating and fishing permit (16-64) $50.00
(c) Daily boating and fishing permit (65 and older **and veterans**) $5.00
(d) Daily boating and fishing permit (16-64) $6.00
(e) **Annual** ~~Season~~ fishing/use permit (65 and older **and veterans**) $20.00
(f) **Annual** ~~Season~~ fishing/use permit (16-64) $30.00
(g) Daily fishing/use permit (65 and older **and veterans**) $2.00
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(b) Non-resident $325.00
~~(2) Lake Sequoyah $100.00~~

(D) *Fishing.* All fishing shall be done only from the ~~lake~~ bank or boat. No wading, swimming, or belly boats shall be permitted **in all City Lakes.** Arkansas Game and Fish regulations shall control the number and size of fish which may be caught, however, the Fayetteville Parks and Recreation **Department** ~~Division~~ may provide additional **limitations** ~~requirements~~ necessary to manage the fish population. All persons **fishing at Lake Fayetteville and Lake Sequoyah** should check with the boat dock operator before fishing. It shall be unlawful for any person fishing to use trot lines, ~~set lines,~~ limb lines, cast nets, yo-yo's or jug fishing.

(E) *Boating.* A boating permit for each boat must be purchased before its use on **Lake Fayetteville or Lake Sequoyah** ~~the lake~~. All boats must be docked **(Lake Fayetteville) or removed from the lake** at ~~the boat landing at lake~~ closing time. No boats except those used by lake employees will be docked at any other

location on the lake. Boating may be closed to the public by the Parks and Recreation Department during a special event that includes swimming.

(F) *Place of entry.* All persons **boating at Lake Fayetteville and Lake Sequoyah** are warned to enter the lake ~~for boating or fishing~~ only through the entrance at the lake office. Persons entering the lake property from any other location shall be considered trespassing and subject to prosecution.

(G) *Use of motors on boats.*
(1) In the event that motors are used on boats, the boats shall be operated in such a manner that they will not endanger other boats or the occupants thereof. ~~and shall not be operated in such a manner as to create heavy waves causing undue erosion of the shoreline.~~ **All City Lakes are No Wake Lakes. Speeding and boat racing is not permitted and each outboard motor operator is cautioned to operate his motor in a safe and cautious manner. Failure to abide by this requirement will cause loss of boating permit. The dock operator shall revoke the boating permit of any boat which in his judgment is unsafe, overloaded, or operated in a careless manner.**
(2) No boats shall be permitted within 500 feet of the spillway of Lake Sequoyah.
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(4) All state laws governing boats must be complied with before using a boat on any city lake. ~~Facilities for docking or landing of boats will be provided, however, the city will not be responsible for any damage or theft of boats, motors or equipment left in boats at docks.~~
(5) The City will not be responsible for any damage to or theft of boats, motors, or equipment.

(H) *Picnicking or other recreational activities.* Picnicking is permitted on any part of Lake Fayetteville, Lake Sequoyah, or Lake Wilson or land surrounding said lakes, except within restricted nature areas, which are controlled by the city. Overnight camping is allowed only by special group permit.

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(K) *Fishing on stream below dam.* State laws governing fishing below dams shall be applicable on city property. Fishing permits are required to fish in the stream on city property below the dams **at Lake Fayetteville and Lake Sequoyah.**

(L) *Firearms and hunting.* No firearms, hunting or trapping will be permitted on city owned property at any time.

(M) *Use of motor vehicles.* No person at Lake Fayetteville, Lake Sequoyah, or Lake Wilson shall drive a motor vehicle or ride a motorcycle, ATV or bicycle on other than a paved vehicular road or path designated for that purpose.

(N) *Revoking permits.* The city shall have the right to revoke any permit issued under this section if it is determined that the permittee willfully violated any of the provisions of this section. When a permit is revoked, there will be no refunds.

(Code 1965, '13-12; Ord. No. 2274, 9-7-76; Ord. No. 2903, 3-1-83; Ord. No. 3164, 1-21-86; Ord. No. 3203, 8-5-86; Ord. No. 3437, 7-5-89; Ord. No. 3533, 2-19-91; Ord. No. 4168, 6-1-99; Code 1991, §97.070; Ord. 4707, 06-07-05; Ord. No. 4811, 12-20-05; Ord. 5139, 5-6-08; Ord. 5229, 3-17-09; Ord. 5285, 11-17-09)
Cross reference(s)--Penalty, '97.999.

97.071 Fayetteville Special Use Permit for Events that Include a Swimming Component

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
~~6/4/2013~~
City Council Meeting Date
Agenda Items Only

Sharon Waters	Parking Management	Utilities
Submitted By	**Division**	**Department**

Action Required:

Resolution Approving a Lease Agreement with the University of Arkansas for the City of Fayetteville to operate the West Annex Parking Lot as a revenue producing off-street parking lot.

Est. $13,000 in revenue	$ -	Entertainment District Parking
Cost of this request	Category / Project Budget	Program Category / Project Name
2130-0913 (multiple)	$ -	Parking Revenue
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	Parking Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — 21 Feb 13 — Date

City Attorney — ~~2-22-13~~ — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Finance and Internal Services Director — Paul A. Becker — 2-22-2013 — Date

Received in City Clerk's Office — 02-21-13 P03:36 RCVD — Kim

Chief of Staff — 2-22-13 — Date

Received in Mayor's Office — ENTERED 2/22/13 — ENTERED 6/11/13 BAP

Mayor — 2/25/13 — Date

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
David Jurgens, Utilities Director

From: Sharon Waters, Parking & Telecom Manager

Date: February 21, 2013

Subject: Approval of Lease Agreement with the University of Arkansas for the City of Fayetteville to Operate the West Annex Parking Lot as a Revenue Producing Off-Street Parking Lot

RECOMMENDATION

Staff recommends approval of a Lease Agreement with the University of Arkansas for the City to operate the West Annex parking lot located at 346 N. West Avenue as a revenue producing off-street parking lot. This lot has 63 numbered parking spaces.

BACKGROUND

The City currently provides parking services for other Off Street Parking District lots and the Dickson Street Improvement District lot. These entities currently have the same Lease Agreements in place for this service. The contracts provide that the City agrees to collect the revenues from the parking meters and/or pay stations located on the leased premises; and the City agrees to police the leased premises to ensure that motorists parking thereon are paying the required usage fees as are now, or as may hereafter, be established by the City.

The City then pays back to the property owner the "net operating revenues" on a quarterly basis. Net operating revenues is defined as gross revenues less all costs of maintaining and operating the lease premises as an off-street parking lot. Therefore, the City would retain approximately $10,000.00 annually to cover operating expenses, which is approximately 15% of the gross revenues generated from the lot. The City would also retain 100% of all citation revenues generated from the lot.

DISCUSSION

The City has been providing this type of service to other parking lot entities since 1992. Staff feels this is a very good service that the City provides in order to ensure continuity in parking rules, regulations, rates, citation amounts, etc., as well as eliminating the towing and booting methods on these lots. In addition, the pay machine already provided by the U of A in this lot already matches the pay stations the City already has in place, and will be integrated into the City's overall system. This will provide a seamless integration of these 63 spaces into the City's parking program and offer all the same convenient features.

BUDGET IMPACT

Projected annual revenues for the Agreement are $10,000.00 in parking revenues and an additional $3,000.00 in citation revenues.

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE UNIVERSITY OF ARKANSAS FOR CITY OPERATION OF THE UNIVERSITY'S WEST ANNEX PARKING LOT AS A REVENUE PRODUCING OFF-STREET PARKING LOT UPON ADOPTION AND INCLUSION OF THE LOT WITHIN THE DICKSON STREET ENTERTAINMENT DISTRICT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a lease agreement, attached as Exhibit "1", with the University of Arkansas for City operation of the University's West Annex parking lot as a revenue producing off-street parking lot, only upon the adoption and inclusion of the lot within the Dickson Street Entertainment District by appropriate Code amendments.

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

LEASE AGREEMENT -
University Parking Lot 53

This Lease Agreement ("Agreement") for Parking Lot Enforcement is entered into by and between the Board of Trustees of the University of Arkansas ("University"), acting for and on behalf of the University of Arkansas, Fayetteville and the City of Fayetteville, Arkansas (the "City").

WITNESSETH

WHEREAS, the City seeks to utilize University Parking Lot 53 (the "Lot" or "Premises"), more particularly described as located directly south and east the West Avenue Annex which is located at 346 West Avenue, from 5:00 pm to 2:00 am on weekdays and from 5:00 pm on Fridays until 2:00 am on Mondays, excluding federal holidays, to serve the City's public parking needs; and

WHEREAS, the University is willing to grant a limited, exclusive lease to the City for usage and enforcement of said University parking lot as more particularly described herein;

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree to the Agreement under the following terms and conditions:

1. LIMITATION OF LIABILITY. The University shall not assume any liabilities or responsibilities for enforcement of the parking lot pursuant to this Agreement.

2. SCOPE OF LIMITED LEASE: This Agreement is a limited lease and shall not be considered deeded access. The University's property is not to be subrogated by this lease. The term of this Agreement shall be for a period of five (5) months, with an automatic annual renewal for up to five (5) additional one-year periods, commencing on the date of execution hereof, subject to all other terms and conditions of this Lease. This limited lease is revocable by the University at any time, in whole or in part, in the sole discretion of the University, upon thirty days' written notice to the City or by the City at any time, in whole or in part, in the sole discretion of the City, upon thirty days' written notice to the University.

3. OWNERSHIP PRIVILEGES: University is not transferring or relinquishing any of its rights and privileges of property ownership or use. Notwithstanding any other provision of this Agreement, the City covenants and agrees that the University shall have the absolute and unconditional right to use the Lot for such purposes as the University deems necessary in its sole discretion. Except under extraordinary circumstances to be determined at the sole discretion of the University, University agrees to notify the City at least twenty-four (24) hours in

advance of its intent to use the Lot for any special event. During these special events, the City will not provide any enforcement services. University agrees to return the Lot to the City following the event in the same condition as it was prior to the event.

4. CITY OF FAYETTEVILLE OBLIGATIONS: The City hereby agrees that during the term of this Agreement, or any extension thereof, the City shall operate the Lot as a revenue producing off-street parking lot, with the City receiving the revenues generated from the parking meter, and the City receiving the revenues generated from enforcement of the Lot. The City agrees to patrol the Lot from 5:00 pm to 2:00 am weekdays, from 5 pm Fridays until 2 am Saturdays, from 2 pm Saturdays until 2 am Sundays, and from 2 pm Sundays until 2 am Mondays, excluding federal holidays, or as determined by the City, to insure that motorists parking thereon are paying required usage fees as are now, or as may hereafter, be established by the City. The City shall issue parking citations under the same policies as other city controlled parking lots.

5. PROPERTY OWNER OBLIGATIONS: The University agrees to purchase and install all revenue collection equipment with the University retaining ownership of the equipment and covering all maintenance costs on such equipment, including replacement, if necessary, during the term of this Agreement.

6. PARKING RATES: The City will charge the same parking meter rates as the City rates for the area. The University reserves the right to exempt specific University-issued parking permits from the parking meter payment requirements during the City enforcement period set forth in Section 4 above.

7. COMPENSATION: The City agrees to pay to the University, during the term of the lease, or any extension thereof, the net operating revenues derived from the leased premises. The term "net operating revenues" shall mean gross revenues less all costs to provide parking patrol and enforcement. Gross revenues shall not be deemed to include fines or penalties paid to the City as a result of enforcement actions by the City. Estimated patrol and enforcement costs are $840 per month. Said revenues shall be paid to the University quarterly.

8. ASSIGNMENT: The rights granted in this Agreement may not be assigned or otherwise conveyed to any other party or individual for any reason whatsoever; provided, however, that the University may assign its rights as part of any merger or other reorganization.

9. SIGNS: Solely as a matter of contract, pursuant to this Agreement, the parties agree that all signs on the Lot shall be consistent in their appearance with the standards established by the University for University operating hours and by the City for City operating hours.

c. The parties covenant and agree that time is of the essence with respect to the performance of their respective obligations under this Agreement.

d. The University and the City are and shall remain independent parties at all times and for all reasons. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other with respect to any third party.

e. The parties covenant and agree that the rule of construction that ambiguous provisions of an agreement are construed against the drafting party shall have no application or effect with respect to this Agreement. This Agreement shall be interpreted as if both parties participated equally in its preparation and drafting.

f. This Agreement is entered into by both parties based upon the facts set forth herein and each party acknowledges that it has consulted independent legal counsel of its choice with respect to the meaning, application, purpose and construction of this Agreement or voluntarily chose not to do so.

g. The parties agree that, in carrying out the terms and conditions of this Agreement, neither party may discriminate against any individual on any basis prohibited by the United States Constitution, the Arkansas Constitution, or federal or state law, including, but not limited to, the Americans with Disabilities Act ("ADA") and the Rehabilitation Act ("Act"). In its sole discretion, the University may, if necessary, modify and/or reduce the number of parking spaces in the Lot to create the required amount of accessible parking space(s), which fully comply with the ADA, the Act, and any applicable federal or state regulations as the same may be amended from time to time.

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

i. Notwithstanding any term of provision to the contrary, nothing in this Agreement shall be deemed or construed as a waiver of jurisdiction or of the sovereign immunity of the University of Arkansas, or any immunities to suit available to its trustees, representatives, officials, and employees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City of Fayetteville and the Board of Trustees of the University of Arkansas, acting for an on behalf of the University of Arkansas, Fayetteville, have hereunder set their hands, by their respective officers, duly authorized on this _____ day of _____, 2013.

Board of Trustees of the
University of Arkansas,
Acting for and on behalf
Of the University of Arkansas,
Fayetteville

By:_____
Donald O. Pederson

Title:_____
Vice Chancellor for Finance
and Administration

City of Fayetteville, Arkansas

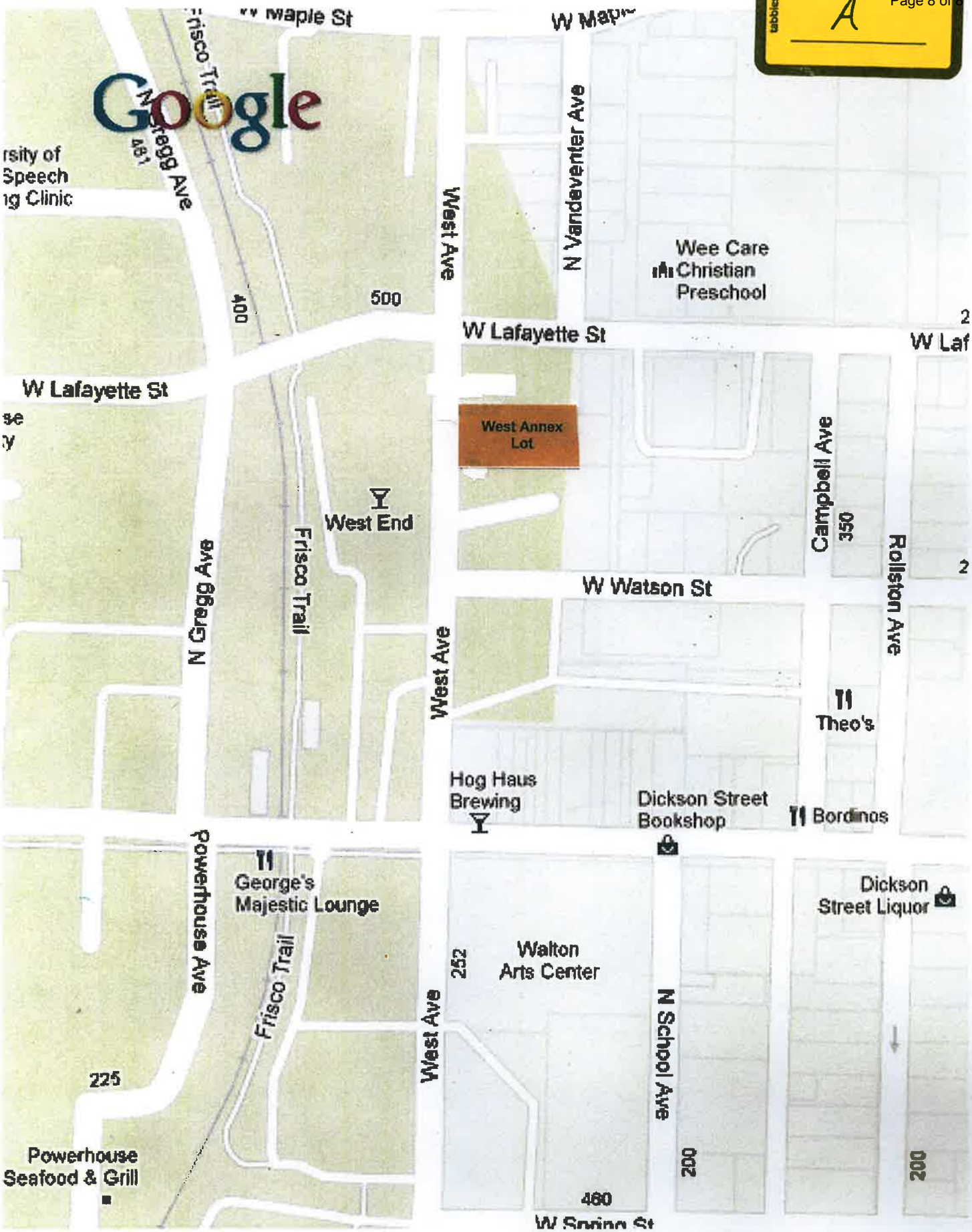
APPROVED:

By:_____
Lioneld Jordan, Mayor

ATTEST:

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

EXHIBIT
A


Google
W Maple St
Frisco Trail
N Gregg Ave
400
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West Ave
N Vandeventer Ave
Wee Care
Christian
Preschool
W Lafayette St
West Annex
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West End
Campbell Ave
350
Rollston Ave
W Watson St
N Gregg Ave
Frisco Trail
West Ave
Theo's
Hog Haus
Brewing
Dickson Street
Bookshop
Bordinos
Powerhouse Ave
George's
Majestic Lounge
Dickson
Street Liquor
Walton
Arts Center
252
Frisco Trail
West Ave
N School Ave
225
Powerhouse
Seafood & Grill
200
460
W Spring St

(2)
MB

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
~~6/4/2013~~

City Council Meeting Date
Agenda Items Only

Sharon Waters	Parking Management	Utilitiies
Submitted By	**Division**	**Department**

Action Required:

Approval of an Ordinance to amend Chapter 72.58 (H) (6) to include the University of Arkansas West Annex Parking Lot as a part of the Entertainment District Parking Zone and apply the same parking rates and penalties as already established for the Entertainment District Parking Zone; and approval of a budget adjustment in the amount of $25,500.00 to recognize the additional revenues that will be generated by this amendment.

	$ -	Entertainment District Parking
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ -	Parking Revenue
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	Parking Fund
Project Number	Remaining Balance	Fund Name

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

Department Director	16 MAY 13 Date	Previous Ordinance or Resolution #
		Original Contract Date:
City Attorney	6-11-13 Date	Original Contract Number:
Finance and Internal Services Director	6-12-2013 Date	Received in City Clerk's Office 05-15-13 P03:25 Rcvd Kim J.
Chief of Staff	6-17-13 Date	
Mayor	6/17/13 Date	Received in Mayor's Office ENTERED 6/11/13 BRT

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
David Jurgens, Utilities Director

From: Sharon Waters, Parking & Telecommunications Manager SW

Date: May 8, 2013

Subject: Approval of an Ordinance to Amend Chapter 72.58 (H) (6) to include the University of Arkansas West Annex Parking Lot as a part of the Entertainment District Parking Zone and apply the same parking rates and penalties as already established for the Entertainment District Parking Zone; and approval of a budget adjustment in the amount of $25,500.00

RECOMMENDATION

Staff recommends approval of an Ordinance amendment to apply the same parking rates and penalties as already established for the Entertainment District Parking Zone.

BACKGROUND

The City currently provides parking services for other Parking Districts and applies the same parking rates and penalties as already established by City Council for these areas. This method provides a consistent and uniform process of managing public parking in the Entertainment District and Downtown Business District.

DISCUSSION

The City has been providing this type of service to other parking lot entities since 1992. Staff feels this is a very good service that the City provides in order to ensure continuity in parking rules, regulations, rates, citation amounts, etc., as well as eliminating the towing and booting methods on these lots.

BUDGET IMPACT

Under the Lease Agreement entered into with the University, the projected revenues generated in the lot are $5000.00 per month. The City will offset existing operating expenses by retaining a portion of these revenues. Salaries, motor pool charges, fuel and other operating expenses are allocated proportionately based on the total number of parking spaces managed and retained by the City which is approximately $750.00 per month. The remaining revenue of approximately $4250.00 per month will be returned to the University of Arkansas. The budget adjustment reflects 6 months remaining in 2013.

Chapter 72 PARKING REGULATIONS
Article 72:58 OFF-STREET PARKING FACILITIES; RULES AND RATES
(H) City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone.

(6) West Annex Parking Lot 53. For parking in the West Annex Parking Lot 53 located at 346 West Avenue, the parking rates shall apply as follows:

(a) Monday through Friday
5:00pm until 2:00am the following day -- $1.00 per hour
2:00am until 2:00 pm – free parking
2:00pm until 2:00am the following day – the owner or operator of any vehicle shall have the option to choose a maximum day rate of $5.00.

(b) Saturday
2:00pm until 6:00pm -- $.50 per hour
6:00pm until 2:00am the following day -- $1.00 per hour
2:00am until 2:00 pm – free parking
2:00pm until 2:00am the following day – the owner or operator of any vehicle shall have the option to choose a maximum day rate of $5.00.

(c) Sunday
2:00pm until 6:00pm -- $.50 per hour
6:00pm until 2:00am the following day -- $1.00 per hour
2:00am until 6:00 am Monday – free parking
2:00pm until 2:00am the following day – the owner or operator of any vehicle shall have the option to choose a maximum day rate of $5.00.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 72.58 **OFF-STREET PARKING FACILITIES; RULES AND RATES** *(H) CITY PARKING LOTS AND PAID ON-STREET PARKING SPACES WITHIN THE ENTERTAINMENT DISTRICT PARKING ZONE* OF THE FAYETTEVILLE CODE TO ADD THE WEST ANNEX PARKING LOT 53 LOCATED AT 346 WEST AVENUE LEASED FROM THE UNIVERSITY OF ARKANSAS AND TO APPROVE A BUDGET ADJUSTMENT

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 § 75.58 **Off-Street Parking Facilities; Rules and Rates** *(H) City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone* by enacting a new subsection (6) as shown below:

"(6) West Annex Parking Lot 53. For parking in the West Annex Parking Lot 53 located at 346 West Avenue, the parking rates shall apply as follows:

(a) Monday through Friday
5:00 pm until 2:00 am the following day -- $1.00 per hour - the owner or operator of any vehicle shall have the option to choose a maximum day rate of $5.00.
2:00 am until 7:00 am - free parking
7:00 am until 5:00 pm University permit parking only (enforced by U of A)

(b) Saturday
2:00 pm until 6:00 pm -- $.50 per hour
6:00 pm until 2:00 am the following day -- $1.00 per hour
2:00 am until 2:00 pm - free parking
2:00 pm until 2:00 am the following day - the owner or operator of any vehicle shall have the option to choose a maximum day rate of $5.00

(c) Sunday
2:00 pm until 6:00 pm -- $.50 per hour
6:00 pm until 2:00 am the following day -- $1.00 per hour
2:00 am until 7:00 am Monday - free parking
2:00 pm until 2:00 am the following day - the owner or operator of any vehicle shall have the option to choose a maximum day rate of $5.00.

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

PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED: **ATTEST:**

By: _____ By: _____
LIONELD JORDAN, MAYOR **SONDRA E. SMITH,** City Clerk

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Parking & Telecommunications Department: Utilities Director	Request Date	Adjustment Number
2013		5/8/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase in Revenues generated by Lease Agreement with U of A West Annex Parking Lot.
Monthly revenues estimated at $5,000.00 per month; approximately $4,250.00 will be paid back to the University of Arkansas. (times 6 months remaining in 2013)

Sharon Waters	5/8/13	Prepared By:	Sharon Waters
Division Head	Date	Reference:	S Waters
	5/16/13		
Budget Director	Date	Budget & Research Use Only	
	16 MAY 13	Type: A B C D E P	
Department Director	Date		
Paul A. Becker	5-12-2013	General Ledger Date	
Finance Director	Date		
	6-12-13	Posted to General Ledger	Initial / Date
Chief of Staff	Date		
	6/17/13	Checked / Verified	Initial / Date
Mayor	Date		

		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
TOTAL BUDGET ADJUSTMENT		25,500	25,500	
Rent- Lot 53 West Annex	2130.0913.4426.53		25,500	
Transfer to U of A	2130.9130.5711.04	25,500		

3
NB

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

7/2/2013
~~6/4/2013~~

City Council Meeting Date
Agenda Items Only

Sharon Waters	Parking Management	Utilitiies
Submitted By	**Division**	**Department**

Action Required:

Approval of Amendments to Chapter 72 Parking Regulations to Clarify and Correct Inconsistencies Within the Code.

Cost of this request	$ - Category / Project Budget	Parking Management — Program Category / Project Name
Account Number	$ - Funds Used to Date	Parking Management — Program / Project Category Name
Project Number	$ - Remaining Balance	Parking Fund — Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — 14 MAY 13 Date

City Attorney — May 22, 13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Finance and Internal Services Director — 6-12-2013 Date

Received in City Clerk's Office — 05-15-13 P03:25 RCVD — Kim J.

Chief of Staff — 6/13/13 Date

Received in Mayor's Office — ENTERED 5/23/13 — ENTERED 6/11/13 BKP

Mayor — 6/17/13 Date

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
David Jurgens, Utilities Director

From: Sharon Waters, Parking & Telecommunications Manager SW

Date: May 13, 2013

Subject: Approval of Amendments to Chapter 72 Parking Regulations to Clarify and Correct Inconsistencies Within the Code

RECOMMENDATION

Staff recommends approval of various Ordinance amendments to Chapter 72 Parking Regulations. There are a few inconsistencies with the Code that need to be clarified and corrected.

BACKGROUND

With the implementation of the paid parking program in the Entertainment District, along with other programs such as the Residential Parking Program, the addition of Ila Street in the Entertainment District, etc., there are some minor changes that need to be made to the Code to ensure it is clear and accurate. We have also updated the Map(s) to reflect these parking program changes as well.

DISCUSSION

Here is a summary of the main changes/corrections to the ordinances:

- Limits a vehicle from being parked on a city street to fourteen consecutive days.
- Requires any vehicle parked on a city street to have a current license plate properly affixed.
- Changes the weight of a vehicle from ¾ ton to over one ton that is limited to park on a city street between the hours of 12:00 midnight and 6:00 a.m.
- Prohibits the use of city streets for the purpose of repairing or reconditioning any vehicle or trailer.
- Recognizes the ordinance changes enacted in December 2010 that includes N. School Avenue as a part of the mixed-use parking area.
- Recognizes the ordinance changes enacted in December 2010 that allows free parking until 2:00 p.m. in the Entertainment District Parking Zone.
- Changes the duration of time allowed for loading/unloading zones from 30 minutes to 15 minutes.
- Requires vehicles loading/unloading to have emergency flashers turned on while parked in loading zone.
- Adds the definition of the Downtown Business District Parking Zone.
- Recognizes the ordinance changes enacted in December 2010 that requires payment of meter fees starting at 2:00 p.m every day in the Entertainment District Parking Zone.
- Replaces all references to *"Outside the Entertainment District Parking Zone"* with *"Within the Downtown Business District Parking Zone."*
- Clearly specifies the penalty/fine for violation of each section of Chapter 72.
- Adds the authority for the Parking Manager to reduce the amount of fine assessed for good cause shown.

BUDGET IMPACT

There are no changes to current operational policies. Therefore, there is no budget impact.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SEVERAL SECTIONS OF CHAPTER **72 PARKING REGULATIONS** OF THE CODE OF FAYETTEVILLE TO CLARIFY PARKING DISTRICTS, ENFORCEMENT TIMES AND FINES

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 repeals § 72.15 in its entirety and enacts a replacement § 72.15 as follows:

"Parking Restrictions On City Streets In General and For Large Trucks, Tractors and Trailers and Non Emergency Repairs.

(A) *All Vehicles.* No person shall park a vehicle at the same location on a city street for longer than fourteen consecutive days, nor park any vehicle requiring a license plate without its valid and current license plate properly affixed thereto.

(B) *Large vehicles.* No person shall park a truck, tractor or trailer with a capacity of over one ton, or the chassis thereof, on any street between the hours of 12:00 midnight and 6:00 a.m.

(C) *Nonemergency repairs.* No person shall use any street for the purpose of repairing or reconditioning any vehicle or trailer, except when such repairs shall be necessitated by an emergency."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 72.16 in its entirety and enacts a replacement § 72.16 as follows:

"Parking Prohibited Within Fire Lanes.

It shall be unlawful for any person to park any motor vehicle or motorcycle within a designated fire lane. The police department shall not be required to patrol any fire lane at Northwest Arkansas Mall, but upon being called, police

officers shall come to the scene of an alleged violation and may issue a citation or arrest the offender, if the offense is committed or is in existence in the presence of the officer."

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends § 72.18 (B) *Definitions* by deleting "of the Transportation Department of the City of Fayetteville" from the definition of "*Residential parking permit*" after "Parking Division".

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby repeals §72.18 (F) in its entirely and enacts a replacement §72.18(F) as follows:

"*Mixed use on-street parking on Spring Street and School Avenue.* On street parking spaces on Spring Street from Block Avenue to West Avenue and on School Avenue from Center Street to Spring Street shall be available to the public for paid parking and to residents of the Entertainment District Parking Zone South for properly permitted vehicles free of charge."

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby repeals §72.18(G) in its entirety and enacts a replacement §72.18(G) as follows:

"*Free public use of paid on-street parking.* From 2:00 AM until 2:00 PM every day, all on-street paid parking spaces within the Entertainment District Parking Zone shall be free of charge and available to the public."

Section 6. That the City Council of the City of Fayetteville, Arkansas hereby amends §72.31 **Restricted Use of Passenger and Freight Curb Loading Zones** (B) by changing the minute limitation period from 30 to 15 minutes and enacting a final sentence as follows: "During the entire time that a driver is parked and loading or unloading materials, the driver must turn on the vehicle's emergency flashers."

Section 7. That the City Council of the City of Fayetteville, Arkansas hereby enacts a new definition into §72.50 **Definitions** as follows:

"*Downtown Business District Parking Zone.* The area depicted on the map and described on Exhibit B attached to this enacting ordinance."

Section 8. That the City Council of the City of Fayetteville, Arkansas hereby amends §72.57 (E) *Regulated hours for parking meters* by repealing it in its entirety and enacting a replacement §72.57(E) as follows:

"(E) *Regulated hours for parking meters.*

(1) Within the Entertainment District Parking Zone between the hours of 2:00 PM until 2:00 AM every day, the owner or driver of a vehicle upon parking the vehicle in a parking meter space shall immediately deposit into the parking meter or electronic payment station sufficient money or other authorized payment as required in §72.58(H).

(2) Within the Downtown Business District Parking Zone between the hours of 8:00 AM until 6:00 PM from Monday through Friday (except City holidays), the owner or driver of a vehicle upon parking the vehicle in a parking meter space shall immediately deposit into the parking meter sufficient money as required in §72.58(G)."

Section 9. That the City Council of the City of Fayetteville, Arkansas herby amends §72.58 **Off-Street Parking Facilities; Rules and Rates** (A) & (D) by inserting: "within the Downtown Business District Parking Zone" at the end of the first sentence of (A) and at the end of the title of (D).

Section 10. That the City Council of the City of Fayetteville, Arkansas hereby amends §72.58 (G) by repealing its title and subsection (5) and enacting a new title as follows: *"City parking lots and parking meters within the Downtown Business District Parking Zone,"* and by repealing the reference to "outside the Entertainment District Parking Zone" from the first sentence of (G).

Section 11. That the City Council of the City of Fayetteville, Arkansas hereby removes the current Exhibit A from this Chapter and enacts the attached Exhibit A and Exhibit B to be placed at the end of this Chapter.

Section 12. That the City Council of the City of Fayetteville, Arkansas hereby amends §72.99 **Penalties** by adding §§72.04, 72.06, 72.08, 72.10, 72.12 and 72.13 to subsection (B); and by enacting a new subsection (C) {and moving the current (C) to (D)} as follows:

"(C) The penalty for each violation of §§72.03, 72.09, 72.11, 72.15, 72.18, 72.30, 72.31, 72.32 and 72.33 shall be $70.00 if paid before the issuance of a summons, citation or arrest warrant, otherwise the penalty shall be $95.00 after such issuance."

Section 13 . That the City Council of the City of Fayetteville, Arkansas hereby further amends §72.99 **Penalties** by enacting a new subsection (E) as follows:

"(E) The Parking Manager may reduce the amount of fine assessed for good cause shown by the driver/operator prior to forwarding the ticket to the City Prosecutor's Office.

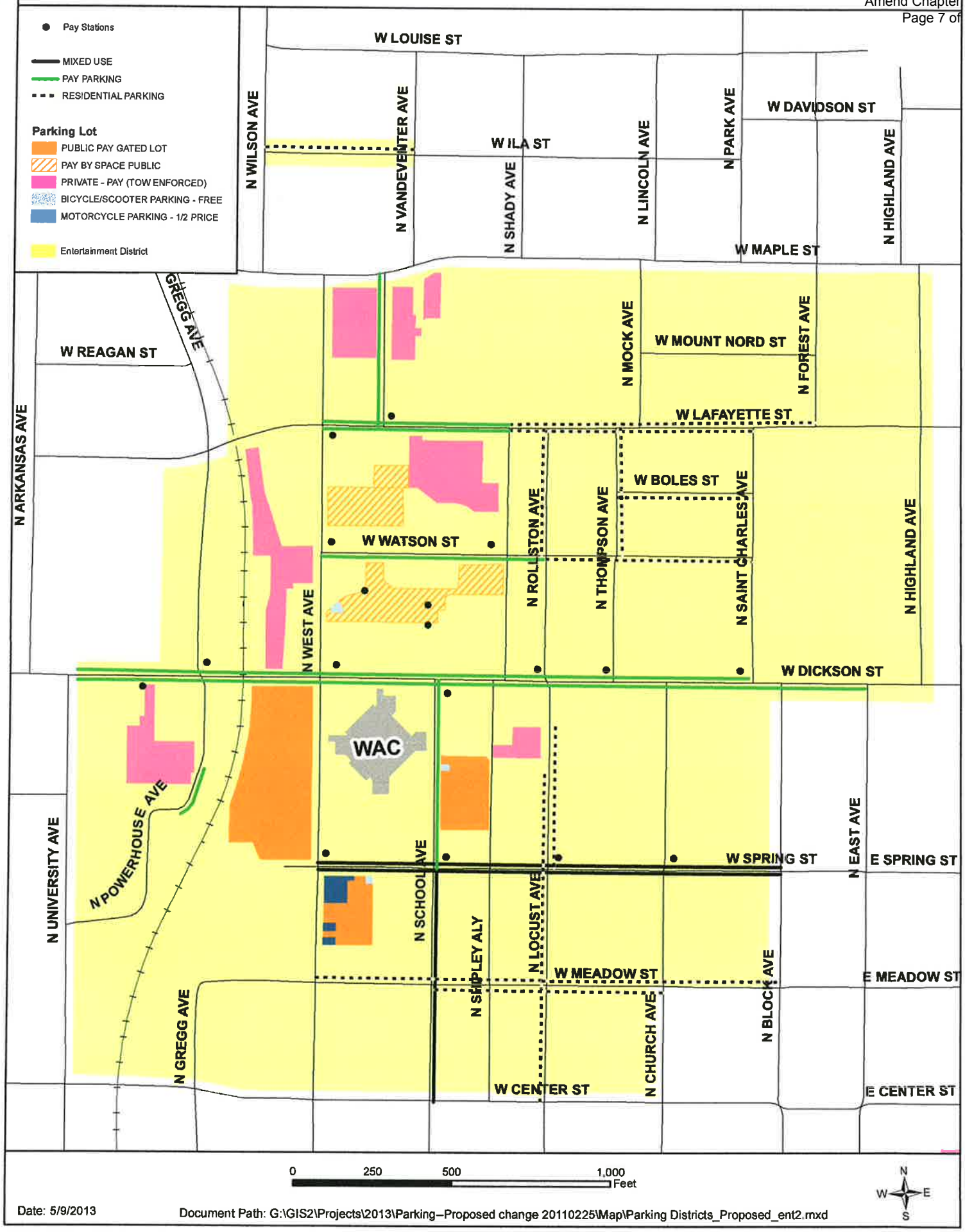
PASSED and **APPROVED** this 2nd day of July, 2013.

APPROVED: **ATTEST:**

By: _____ By: _____
LIONELD JORDAN, MAYOR **SONDRA E. SMITH,** City Clerk

Entertainment District Pay Parking Area

EXHIBIT A

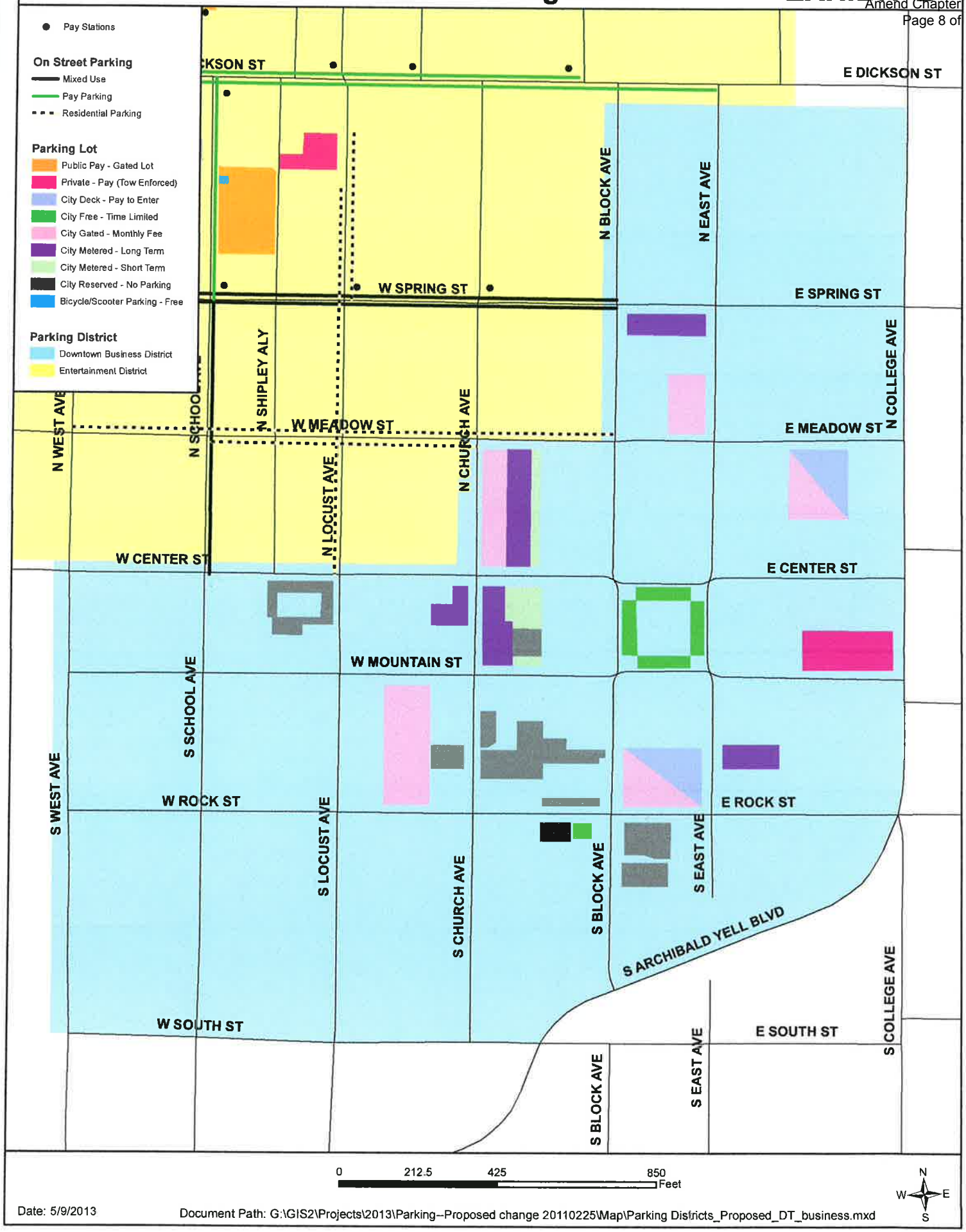


Date: 5/9/2013

Document Path: G:\GIS2\Projects\2013\Parking–Proposed change 20110225\Map\Parking Districts_Proposed_ent2.mxd

Downtown Business District Parking Zone

EXHIBIT B



Date: 5/9/2013

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FAYETTEVILLE CODE OF ORDINANCES
TITLE VII TRAFFIC CODE
CD72:3

CHAPTER 72 PARKING REGULATIONS

Black Font represents the current ordinance.
~~Strike through~~ represents the deletion of words or phrases.
Red Font represents changes to the current ordinance.
Blue Font represents notes or comments about the ordinance.

72.15 Parking Restrictions For Trucks, Tractors And Trailers

No person shall park a truck, tractor or trailer with a capacity of 3/4 ton or larger, or the chassis thereof, on any street between the hours of 12:00 midnight and 6:00 a.m., nor shall any person use any street for the purpose of repairing or reconditioning any such truck, trailer of any common carrier or any part thereof, except when much repairs shall be necessitated by an emergency.

NEW:

72.15 Parking Restrictions On City Streets In General and For Large Trucks, Tractors And Trailers and Non Emergency Repairs.

(A) *All vehicles.* No person shall park a vehicle at the same location on a city street for longer than fourteen consecutive days, nor park any vehicle requiring a license plate without its valid and current license plate properly affixed thereto.

(B) *Large vehicles.* No person shall park a truck, tractor or trailer with a capacity of over one ton, or the chassis thereof, on any street between the hours of 12:00 midnight and 6:00 a.m.

(C) *Nonemergency repairs.* No person shall use any street for the purpose of repairing or reconditioning any vehicle or trailer, except when such repairs shall be necessitated by an emergency.

72.16 Parking Prohibited Within Fire Lanes ~~at Northwest Arkansas Mall And Elsewhere~~

(A) It shall be unlawful for any person to park any motor vehicle or motorcycle within a designated fire lane ~~at Northwest Arkansas Mall or elsewhere~~.
(B) The police department shall not be required to patrol any fire lane at Northwest Arkansas Mall, but upon being called, police officers shall come to the scene of an alleged violation and ~~shall~~ may issue a citation or arrest the offender, if the offense is committed or is in existence in the presence of the officer.

72.18 Residential Parking Permit Program For The Entertainment District Parking Zone

(B) *Definitions:*
'Residential parking permit' means the currently valid permit issued by Parking Division ~~of the Transportation Department of the City of Fayetteville~~ which allows the resident to park the permitted resident's vehicle in an authorized onstreet parking zone pursuant to the terms of this section.

(F) *Mixed use on-street parking on Spring Street and School Avenue*: ~~Fifty-nine~~ On-street parking spaces on Spring Street from Block Avenue to West Avenue and on School Avenue from Center Street to Spring Street shall be available to the public for paid parking and to residents of the Entertainment District Parking Zone South for properly permitted vehicles free of charge.

(G) *Free public use of paid on-street parking*: From 2:00 a.m. until 2:00 p.m. every day, ~~and until 10:00 a.m. Monday through Saturday and until 2:00 p.m. on Sunday,~~ all on-street paid parking spaces within the Entertainment District Parking Zone shall be free of charge and available to the public.

72.31 Restricted Use Of Passenger And Freight Curb Loading Zones

(B) No person shall stop, stand or park a vehicle for any purpose or length of time, other than for the expeditious unloading and delivery or pick-up and loading of materials, in any place marked as a freight curb loading zone during hours when the provisions applicable to such zones are in effect. In no case shall the stop for loading and unloading of materials exceed ~~30~~ 15 minutes. During the entire time that a driver is parked and loading or unloading materials, the driver must turn on the vehicle's emergency flashers.

72.50 Definitions

For the purpose of this article the following definitions shall apply unless the context clearly indicates or requires a different meaning:

NEW:
'Downtown Business District Parking Zone': The area depicted on the map and described on Exhibit B attached to this enacting ordinance.

72.57 Parking Meter Zones

(E) *Regulated hours for parking meters.*

(1)Within the Entertainment District Parking Zone between the hours of ~~10 a.m.~~ 2:00 p.m. until 2:00 a.m. ~~Monday – Saturday and 1:00 p.m. until 2:00 a.m. on Sunday~~ every day, the owner or driver

of a vehicle upon parking the vehicle in a parking meter space shall immediately deposit into the parking meter or electronic payment station sufficient money or other authorized payment as required in §72.58(H), ~~in the parking meter~~.

(2) ~~Outside the Entertainment District Parking Zone~~ Within the Downtown Business District Parking Zone between the hours of 8:00 a.m. until 6:00 p.m. Monday – Friday (except City holidays), the owner or driver of a vehicle upon parking the vehicle in a parking meter space shall immediately deposit into the parking meter sufficient money as required in §72.58(G) ~~in the parking meter~~.

72.58 Off-Street Parking Facilities; Rules And Rates

(A) *Established.* The following named and described real estate lying within the corporate limits of the city is hereby established as and shall constitute parking meter facilities within the Downtown Business District Parking Zone:

(D) *Installation, location, mechanical requirements, and maintenance of meters within the Downtown Business District Parking Zone*. In the parking meter facilities established by this article, the mayor shall cause parking meters to be installed upon the curb immediately adjacent to the parking spaces marked in accord with subsection (C) above, such installation to be placed not more than two feet from the curb or concrete islands as provided, from the front line of the parking space as indicated, and the mayor shall be responsible for the regulation, control, operation, maintenance, and use of such parking meters. Each parking meter installed shall indicate by proper legend the legal parking time established by the city and, when operated, shall at all times indicate the balance of legal parking time, and at the expiration of such period shall indicate illegal or overtime parking.

(G) ~~Gated *parking lots, parking decks and parking meters outside the Entertainment Parking District Zone*~~. *City parking lots and parking meters within the Downtown Business District Parking Zone.*
For all the parking lots identified in subsection (A) and all parking meters outside the Entertainment Parking District Zone. The following parking fees are established and shall be required to be paid by the owner or operator of any vehicle parked in those spaces or parking lots:

~~(5) City Parking Deck at Meadow Street -- $45.00 per month for first and second levels, $30.00 per month for third level, plus single day usage fee of not more than $4.00 if space is available.~~
NOTE: The most current ordinance for this is already stated in subsection (I) of this section as follows:

(I) *Rates for parking in city parking garages.*

(1) City parking garage on Meadow Street:

(a) First level (covered), $50.00 per space/per month, or not more than $4.00 per visit if entry not restricted.

(b) Second level (covered), $50.00 per space/per month

(c) Third level (not covered), $30.00 per space/per month, or not more than $3.00 per visit if entry not restricted.

72.99 Penalties

(A) Whoever violates any provision of this chapter for which no specific penalty is otherwise provided shall be fined as set forth in '10.99.

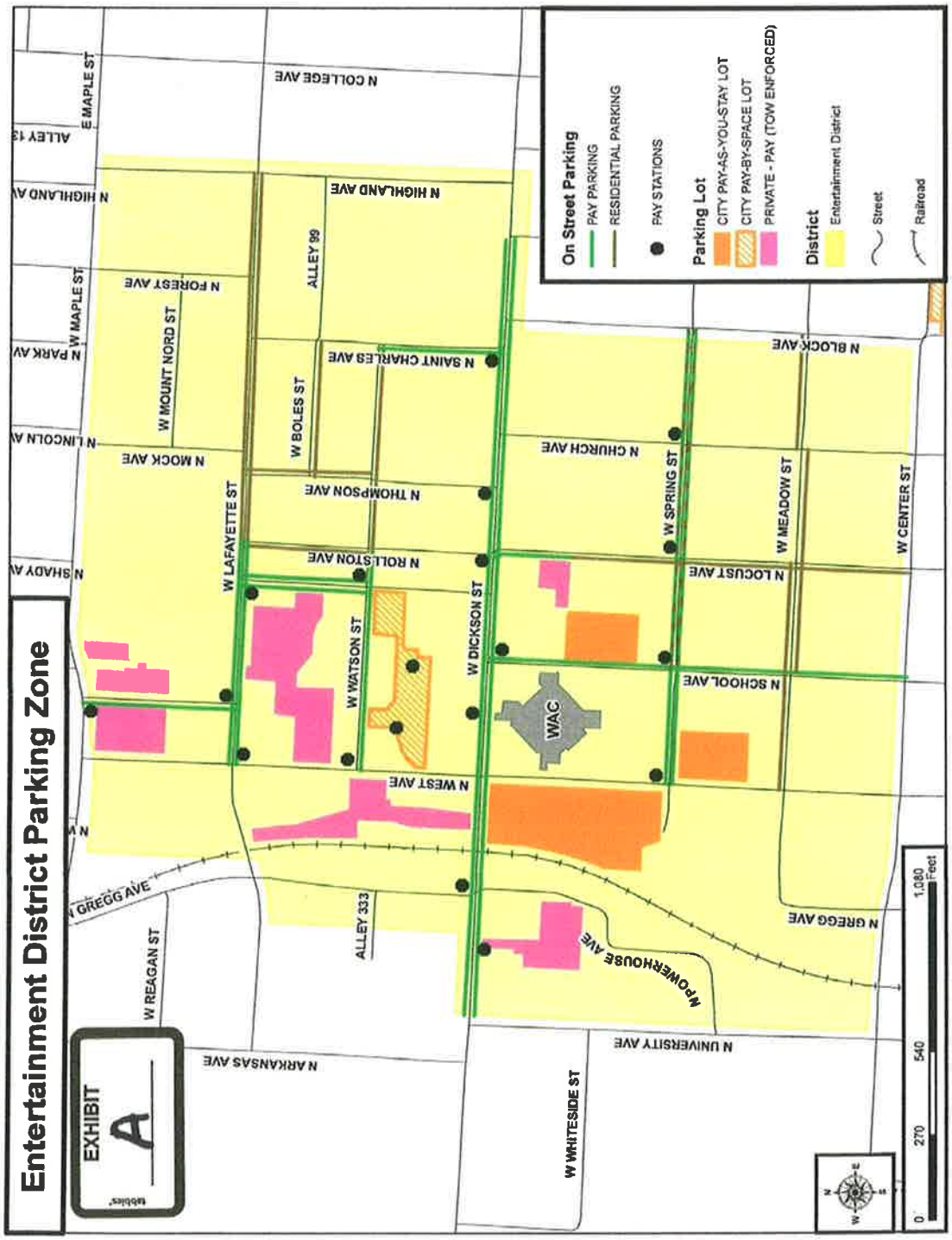
(B) The penalty for each violation of §§72.04, §§72.06, §§72.08, §§72.10, §§72.12, §§72.13, 72.57 or 72.58(J) shall be $15.00, if paid before the issuance of a summons, citation or arrest warrant; otherwise, the penalty for each violation of §§72.13, 72.57 or 72.58(J) shall be $40.00.

(C) The penalty for each violation of §§72.03, §§72.09, §§72.11, §§72.15, §§72.18, §§72.30, §§72.31, §§72.32 and §§72.33 shall be $70.00 if paid before the issuance of a summons, citation or arrest warrant, otherwise the penalty shall be $95.00 after such issuance.

~~(C)~~ (D) Parking citations for overtime parking may not be written for the same vehicle in the same space more than once every four (4) hour period and not more than three (3) times per day.

(E) The Parking Manager may reduce the amount of fine assessed for good cause shown by the driver/operator prior to forwarding the ticket to the City Prosecutor's Office.

Current (Old) Map – Exhibit A



The new updated map – **Exhibit A includes**:

- Ila Street in the Residential Parking Zone North
- N. School Ave. as a mixed-use parking area
- Removal of St. Charles Ave. as paid parking and making this a free parking area

The new map – **Exhibit B includes**:

- The addition of the Map of the Downtown Business District Parking Zone

Agenda Session 6/25/13

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
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Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
July 02, 2013

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

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the June 18, 2013 City Council meeting minutes.

2. **Bid #13-31 General Construction Solutions, Inc.:** A resolution awarding Bid #13-31 and authorizing a contract with General Construction Solutions, Inc. in the amount of $71,980.00 for the construction of Improvements to Mount Sequoyah Gardens, and approving a project contingency of $7,198.00.

3. **American Society for the Prevention of Cruelty to Animals (ASPCA) Grant:** A resolution authorizing acceptance of an American Society for the Prevention of Cruelty to Animals (ASPCA) Grant in the amount of $2,500.00 for the purchase of dog food for the Ranger's Pantry Pet Food Bank, and approving a budget adjustment.

4. **Ranger's Pantry Pet Food Bank Donation Revenue:** A resolution approving a budget adjustment in the total amount of $651.00 representing citizen donation revenue for the Ranger's Pantry Pet Food Bank.

5. **2013 Curbside Value Partnership Recycling Marketing Grant:** A resolution authorizing acceptance of a 2013 Curbside Value Partnership Education Recycling Marketing Grant in the amount of $10,000.00, and approving a budget adjustment.

6. **2013 Keep America Beautiful/Waste Management Grant:** A resolution authorizing application for a 2013 Keep America Beautiful/Waste Management Grant in the amount of $10,000.00.

7. **Assistance to Firefighters Grant:** A resolution authorizing acceptance of an Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of $120,736.00, and approving a budget adjustment.

8. **Meadow Street Municipal Parking Deck Revenue:** A resolution approving a budget adjustment in the total amount of $8,000.00 to recognize additional revenue generated through operation of the Meadow Street Municipal Parking Deck.

B. Unfinished Business will be added to the Final Agenda. Enact 116.02 Door to Door Solicitation (Left on the Second Reading)

C. Public Hearing:

1. **Highway 16 East Condemnation:** A resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by Jay Stanley Baird, Robert N. and Linda J. Clay, McDonald, LLC, and Turn-Key Homes of Northwest Arkansas, LLC, needed for water and sewer improvements along State Highway 16 near the West Fork of the White River Bridge.

D. New Business:

1. **Bid #13-33 ARCO Excavation and Paving, Inc.:** A resolution awarding Bid #13-33 and authorizing a contract with ARCO Excavation and Paving, Inc. in the amount of $434,945.00 for the demolition of the foundation and concrete slab at the former Tyson Building on Huntsville Road, approving a project contingency of $43,000.00, and approving a budget adjustment.

2. **RZN 13-4384 (1315 N. Rupple Rd./Leisure Homes):** An ordinance rezoning the property described in rezoning petition RZN 13-4384, for approximately 6.89 acres, located at 1315 North Rupple Road from RSF-7, Residential Single-Family, 7 units per acre, to RSF-8, Residential Single-Family, 8 units per acre and RMF-12, Residential Multi-Family, 12 units per acre.

3. **VAC 13-4385 (867 N. College Ave./Pine Tree/Beacon Flats:** An ordinance approving VAC 13-4385 submitted by Civil Design Engineering for property located at 867 North College Avenue to vacate two utility easements, a total of 2,489 square feet.

4. **Amend §97.070 Recreational Activities:** An ordinance to amend §97.070 Recreational Activities at Lakes Fayetteville, Sequoyah and Wilson of the Fayetteville Code to allow extended hours, reduced fees for Veterans and other changes.

5. **Holding for Don U of A West Lease Agreement:** A resolution approving a lease agreement with the University of Arkansas for City operation of the University's West Annex parking lot as a revenue producing off-street parking lot upon adoption and inclusion of the lot within the Dickson Street Entertainment District.

6. **Amend §72.58 Off-Street Parking Facilities; Rules and Rates:** An ordinance to amend §72.58 Off-Street Parking Facilities; Rules and Rates (H) City parking lots and paid on-street parking spaces within the Entertainment District Parking Zone of the Fayetteville code to add the West Annex Parking Lot 53 located at 346 West Avenue leased from the University of Arkansas and to approve a budget adjustment.

7. **Amend Chapter 72:** An ordinance to amend several sections of Chapter 72 Parking Regulations of the Code of Fayetteville to clarify parking districts, enforcement times and fines.

E. City Council Agenda Session Presentations:

F. City Council Tour:

G. Announcements:

Adjournment:

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Pre Agenda Meeting 6/17/13

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Fayetteville
ARKANSAS

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