

Mayor Lioneld Jordan  
City Attorney Kit Williams  
City Clerk Sondra Smith



**Aldermen**

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

**Final Agenda  
City of Fayetteville Arkansas  
City Council Meeting  
August 20, 2013**

A meeting of the Fayetteville City Council will be held on August 20, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order**

**Roll Call**

**Pledge of Allegiance**

**Mayor's Announcements, Proclamations and Recognitions:**

**City Council Meeting Presentations, Reports and Discussion Items:**

**1. 2<sup>nd</sup> Quarter Financial Report**

**Agenda Additions:**

- 1. National Endowment of the Arts Grant:** An ordinance to accept a grant from the National Endowment of the Arts in the amount of \$100,000.00 for a streetscape design project on School Avenue, to approve a technical assistance agreement with the University of Arkansas to design this project, to approve an agreement with the Walton Arts Center for its contribution of \$40,000.00 in matching revenue, plus personnel services to assist in the project and to approve the attached budget adjustment.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5606**

**A. Consent:**

1. Approval of the August 6, 2013 City Council meeting minutes. **APPROVED**
2. **Mitchell, Williams, Selig, Gates & Woodyard, PLLC Amendment No. 1:** A resolution approving Amendment No. 1 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$15,000.00 for additional legal services related to the White River Water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 176-13**

3. **Bid #13-41 Jack Tyler Engineering of Arkansas:** A resolution awarding Bid #13-41 and authorizing a contract with Jack Tyler Engineering of Arkansas in the total amount of \$58,760.15 for the purchase of four (4) return activated sludge pumps for the Noland Wastewater Treatment Plant.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 177-13**

4. **Bid #13-44 Fiser Kubota:** A resolution awarding Bid #13-44 and authorizing a contract with Fiser Kubota in the total amount of \$165,173.75 for the purchase of four (4) irrigation reels for the City biosolids management site.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 178-13**

5. **Bill and Doris Kisor Settlement Agreement:** A resolution approving a settlement agreement with Bill and Doris Kisor concerning condemnation litigation filed as part of the N. Crossover Road Utilities Improvement Project in a total amount of \$13,950.00.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 179-13**

**B. Unfinished Business:**

1. **RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates):** An ordinance rezoning that property described in rezoning petition RZN 13-4410, for approximately 4.66 acres located at 2468 North Crossover Road from RSF-2, Residential Single-Family, 2 units per acre, to R-O, Residential Office, subject to a Bill of Assurance. ***This ordinance was left on the First Reading at the August 6, 2013 City Council meeting.***

**Left on the Second Reading**

**C. New Business:**

1. **John Bess Claim Settlement:** A resolution pursuant to Fayetteville Code of Ordinances subsection 39.10 (C)(4) authorizing the Mayor to pay \$11,000.00 to John Bess in settlement of a damage claim arising at 830 E. Trust Street, and approving a budget adjustment.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 180-13**

2. **VAC 13-4428 (4291 Black Canyon St./Hamptons Lot 18):** An ordinance approving VAC 13-4428 submitted by Engineering Services, Inc. for property located at 4291 Black Canyon Street, to vacate a portion of a pedestrian access easement, a total of 0.03 acres.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5607**

3. **MarshallGIS:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with MarshallGIS in the total amount of \$26,975.00 to purchase five (5) software seats of GeoKNX mobile implementation software for usage by the Water and Sewer Division, and approving a project contingency of \$4,000.00.

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5608**

4. **2014 Employee Benefits Package:** A resolution approving a 2014 Employee Benefits package.

**PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 181-13**

5. **Get Lit LLC – Lights of the Ozarks:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Get Lit LLC in the amount of \$51,462.00 for the purchase of lights for the expansion of Lights of the Ozarks to Block Street and Dickson Street, and approving a budget adjustment in the amount of \$46,500.00.

**The above ordinance description had a scrivener's error in the dollar amount. The actual dollar amount is \$56,500.00, per City Attorney office.**

**PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5609**

#### **D. City Council Agenda Session Presentations:**

1. Quarterly Contract Update of Economic Development Services provided by the Fayetteville Chamber of Commerce – Presenters Chung Tan and Steve Clark
2. "Entertainment District/Spring Street Parking Deck Update" – David Jurgens, Utilities Director

#### **E. City Council Tour:**

1. **August 12, 2013 at 5:00 pm - RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates**

#### **F. Announcements:**

**Adjournment: 8:05 p.m.**

## NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

### **Old business and new business.**

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

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

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

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

A copy of the complete City Council agenda is available at [accessfayetteville.org](http://accessfayetteville.org) or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.



| Subject:                          | Roll         |        |  |  |  |
|-----------------------------------|--------------|--------|--|--|--|
| Alderman<br>Gray<br>was<br>Absent | Marsh        | ✓      |  |  |  |
|                                   | Kinion       | ✓      |  |  |  |
|                                   | Petty        | ✓      |  |  |  |
|                                   | Tennant      | ✓      |  |  |  |
|                                   | Schoppmeyer  | ✓      |  |  |  |
|                                   | Adams        | ✓      |  |  |  |
|                                   | Long         | ✓      |  |  |  |
|                                   | Gray         | Absent |  |  |  |
|                                   | Mayor Jordan | ✓      |  |  |  |

8-0

| Subject:      | NEA Grant "Our Town" |                  |          |          |         |
|---------------|----------------------|------------------|----------|----------|---------|
| Motion To:    |                      | Add to<br>Agenda | 2nd Read | 3rd Read | Pass    |
| Motion By:    |                      | Adams            | Adams    | Marsh    |         |
| Seconded:     |                      | Marsh            | Marsh    | Tennant  |         |
| <u>passed</u> | Marsh                | ✓                | ✓        | ✓        | ✓       |
|               | Kinion               | ✓                | ✓        | ✓        | ✓       |
|               | Petty                | ✓                | abstain  | abstain  | abstain |
|               | Tennant              | ✓                | ✓        | ✓        | ✓       |
|               | Schoppmeyer          | ✓                | ✓        | ✓        | ✓       |
|               | Adams                | ✓                | ✓        | ✓        | ✓       |
|               | Long                 | ✓                | ✓        | ✓        | ✓       |
|               | Gray                 | absent           | absent   | absent   | absent  |
|               | Mayor Jordan         |                  |          |          |         |

7-0

6-0

6-0

6-0

5606

City Council Meeting:

|                                                                                  |                                |                    |  |  |  |
|----------------------------------------------------------------------------------|--------------------------------|--------------------|--|--|--|
| <b>Subject:</b>                                                                  | <b>Consent August 20, 2013</b> |                    |  |  |  |
| <b>Motion To:</b>                                                                |                                |                    |  |  |  |
| <b>Motion By:</b>                                                                |                                | Approve<br>Tennant |  |  |  |
| <b>Seconded:</b>                                                                 |                                | Adams              |  |  |  |
| <u>Minutes<br/>Approved</u><br><br><u>Passed</u><br><br>176-13<br>thru<br>179-13 | <b>Marsh</b>                   | ✓                  |  |  |  |
|                                                                                  | <b>Kinion</b>                  | ✓                  |  |  |  |
|                                                                                  | <b>Petty</b>                   | ✓                  |  |  |  |
|                                                                                  | <b>Tennant</b>                 | ✓                  |  |  |  |
|                                                                                  | <b>Schoppmeyer</b>             | ✓                  |  |  |  |
|                                                                                  | <b>Adams</b>                   | ✓                  |  |  |  |
|                                                                                  | <b>Long</b>                    | ✓                  |  |  |  |
|                                                                                  | <b>Gray</b>                    | Absent             |  |  |  |
|                                                                                  | <b>Mayor Jordan</b>            |                    |  |  |  |

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|                   |                     |  |  |  |  |
|-------------------|---------------------|--|--|--|--|
| <b>Subject:</b>   |                     |  |  |  |  |
| <b>Motion To:</b> |                     |  |  |  |  |
| <b>Motion By:</b> |                     |  |  |  |  |
| <b>Seconded:</b>  |                     |  |  |  |  |
|                   | <b>Marsh</b>        |  |  |  |  |
|                   | <b>Kinion</b>       |  |  |  |  |
|                   | <b>Petty</b>        |  |  |  |  |
|                   | <b>Tennant</b>      |  |  |  |  |
|                   | <b>Schoppmeyer</b>  |  |  |  |  |
|                   | <b>Adams</b>        |  |  |  |  |
|                   | <b>Long</b>         |  |  |  |  |
|                   | <b>Gray</b>         |  |  |  |  |
|                   | <b>Mayor Jordan</b> |  |  |  |  |

|                                                                                                                  |                                                      |          |                                       |  |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----------|---------------------------------------|--|
| <b>Subject:</b>                                                                                                  | RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates) |          |                                       |  |
| <b>Motion To:</b>                                                                                                |                                                      | 2nd Read | Amend to Neighborhood Services zoning |  |
| <b>Motion By:</b>                                                                                                |                                                      | Long     | Petty                                 |  |
| <b>Seconded:</b>                                                                                                 |                                                      | Petty    | Marsh                                 |  |
| <b>B. 1</b><br><b>Unfinished</b><br><b>Business</b><br><br>Amended<br>and<br>Left on<br>the<br>Second<br>Reading | <b>Marsh</b>                                         | ✓        | ✓                                     |  |
|                                                                                                                  | <b>Kinion</b>                                        | ✓        | ✓                                     |  |
|                                                                                                                  | <b>Petty</b>                                         | ✓        | ✓                                     |  |
|                                                                                                                  | <b>Tennant</b>                                       | ✓        | ✓                                     |  |
|                                                                                                                  | <b>Schoppmeyer</b>                                   | ✓        | N                                     |  |
|                                                                                                                  | <b>Adams</b>                                         | ✓        | ✓                                     |  |
|                                                                                                                  | <b>Long</b>                                          | ✓        | ✓                                     |  |
|                                                                                                                  | <b>Gray</b>                                          | Absent   | Absent                                |  |
|                                                                                                                  | <b>Mayor Jordan</b>                                  |          |                                       |  |
|                                                                                                                  |                                                      | 7-0      | 6-1                                   |  |

|                   |                     |  |  |  |
|-------------------|---------------------|--|--|--|
| <b>Subject:</b>   |                     |  |  |  |
| <b>Motion To:</b> |                     |  |  |  |
| <b>Motion By:</b> |                     |  |  |  |
| <b>Seconded:</b>  |                     |  |  |  |
|                   | <b>Marsh</b>        |  |  |  |
|                   | <b>Kinion</b>       |  |  |  |
|                   | <b>Petty</b>        |  |  |  |
|                   | <b>Tennant</b>      |  |  |  |
|                   | <b>Schoppmeyer</b>  |  |  |  |
|                   | <b>Adams</b>        |  |  |  |
|                   | <b>Long</b>         |  |  |  |
|                   | <b>Gray</b>         |  |  |  |
|                   | <b>Mayor Jordan</b> |  |  |  |

|                                                           |                     |                                   |                |  |  |
|-----------------------------------------------------------|---------------------|-----------------------------------|----------------|--|--|
| <b>Subject:</b>                                           |                     | <b>John Bess Claim Settlement</b> |                |  |  |
| <b>Motion To:</b>                                         |                     |                                   |                |  |  |
| <b>Motion By:</b>                                         |                     |                                   | <i>Approve</i> |  |  |
| <b>Seconded:</b>                                          |                     |                                   | <i>Long</i>    |  |  |
|                                                           |                     |                                   | <i>Adams</i>   |  |  |
| C. 1<br>New<br>Business<br><br><i>Panel</i><br><br>180-13 | <b>Marsh</b>        |                                   | ✓              |  |  |
|                                                           | <b>Kinion</b>       |                                   | ✓              |  |  |
|                                                           | <b>Petty</b>        |                                   | ✓              |  |  |
|                                                           | <b>Tennant</b>      |                                   | ✓              |  |  |
|                                                           | <b>Schoppmeyer</b>  |                                   | ✓              |  |  |
|                                                           | <b>Adams</b>        |                                   | ✓              |  |  |
|                                                           | <b>Long</b>         |                                   | ✓              |  |  |
|                                                           | <b>Gray</b>         |                                   | <i>Absent</i>  |  |  |
|                                                           | <b>Mayor Jordan</b> |                                   |                |  |  |

7-0

|                                                          |                     |                                                            |                    |                 |               |
|----------------------------------------------------------|---------------------|------------------------------------------------------------|--------------------|-----------------|---------------|
| <b>Subject:</b>                                          |                     | <b>VAC 13-4428 (4291 Black Canyon St./Hamptons Lot 18)</b> |                    |                 |               |
| <b>Motion To:</b>                                        |                     |                                                            |                    |                 |               |
| <b>Motion By:</b>                                        |                     |                                                            | <i>2nd Read</i>    | <i>3rd Read</i> | <i>Pass</i>   |
| <b>Seconded:</b>                                         |                     |                                                            | <i>Tennant</i>     | <i>Tennant</i>  |               |
|                                                          |                     |                                                            | <i>Schoppmeyer</i> | <i>Kinion</i>   |               |
| C. 2<br>New<br>Business<br><br><i>passed</i><br><br>5007 | <b>Marsh</b>        |                                                            | ✓                  | ✓               | ✓             |
|                                                          | <b>Kinion</b>       |                                                            | ✓                  | ✓               | ✓             |
|                                                          | <b>Petty</b>        |                                                            | ✓                  | ✓               | ✓             |
|                                                          | <b>Tennant</b>      |                                                            | ✓                  | ✓               | ✓             |
|                                                          | <b>Schoppmeyer</b>  |                                                            | ✓                  | ✓               | ✓             |
|                                                          | <b>Adams</b>        |                                                            | ✓                  | ✓               | ✓             |
|                                                          | <b>Long</b>         |                                                            | ✓                  | ✓               | ✓             |
|                                                          | <b>Gray</b>         |                                                            | <i>Absent</i>      | <i>Absent</i>   | <i>absent</i> |
|                                                          | <b>Mayor Jordan</b> |                                                            |                    |                 |               |

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7-0

|                                                           |             |             |          |          |      |
|-----------------------------------------------------------|-------------|-------------|----------|----------|------|
| <b>Subject:</b>                                           |             | MarshallGIS |          |          |      |
| <b>Motion To:</b>                                         |             |             | 2nd Read | 3rd Read | Pass |
| <b>Motion By:</b>                                         |             |             | Kinion   | Long     |      |
| <b>Seconded:</b>                                          |             |             | Marsh    | Adams    |      |
| C. 3<br>New<br>Business<br><br><u>passed</u><br><br>5/008 | Marsh       | ✓           | ✓        | ✓        |      |
|                                                           | Kinion      | ✓           | ✓        | ✓        |      |
|                                                           | Petty       | ✓           | ✓        | ✓        |      |
|                                                           | Tennant     | ✓           | ✓        | ✓        |      |
|                                                           | Schoppmeyer | ✓           | ✓        | ✓        |      |
|                                                           | Adams       | ✓           | ✓        | ✓        |      |
|                                                           | Long        | ✓           | ✓        | ✓        |      |
|                                                           | Gray        | absent      | absent   | absent   |      |
| Mayor Jordan                                              |             |             |          |          |      |
|                                                           |             | 7-0         | 7-0      | 7-0      |      |

|                                                            |             |                                |             |  |  |
|------------------------------------------------------------|-------------|--------------------------------|-------------|--|--|
| <b>Subject:</b>                                            |             | 2014 Employee Benefits Package |             |  |  |
| <b>Motion To:</b>                                          |             |                                | Approve     |  |  |
| <b>Motion By:</b>                                          |             |                                | Schoppmeyer |  |  |
| <b>Seconded:</b>                                           |             |                                | Petty       |  |  |
| C. 4<br>New<br>Business<br><br><u>passed</u><br><br>181-13 | Marsh       | ✓                              |             |  |  |
|                                                            | Kinion      | ✓                              |             |  |  |
|                                                            | Petty       | ✓                              |             |  |  |
|                                                            | Tennant     | ✓                              |             |  |  |
|                                                            | Schoppmeyer | ✓                              |             |  |  |
|                                                            | Adams       | ✓                              |             |  |  |
|                                                            | Long        | ✓                              |             |  |  |
|                                                            | Gray        | absent                         |             |  |  |
| Mayor Jordan                                               |             |                                |             |  |  |
|                                                            |             | 7-0                            |             |  |  |

|                                                                                      |                                    |                                              |                    |                 |               |
|--------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------|--------------------|-----------------|---------------|
| <b>Subject:</b>                                                                      | Get Lit LLC – Lights of the Ozarks |                                              |                    |                 |               |
| <b>Motion To:</b>                                                                    |                                    | <i>Amend to remove the Razor back lights</i> | <i>2nd Read</i>    | <i>3rd Read</i> | <i>Pass</i>   |
| <b>Motion By:</b>                                                                    |                                    | <i>Marsh</i>                                 | <i>Tennant</i>     | <i>Tennant</i>  |               |
| <b>Seconded:</b>                                                                     |                                    | <i>Long</i>                                  | <i>Schoppmeyer</i> | <i>Kinion</i>   |               |
| <b>C. 5</b><br><b>New</b><br><b>Business</b><br><br><i>passed</i><br><br><i>5609</i> | <b>Marsh</b>                       | <i>Alderman</i>                              | <i>✓</i>           | <i>✓</i>        | <i>✓</i>      |
|                                                                                      | <b>Kinion</b>                      | <i>Long</i>                                  | <i>✓</i>           | <i>✓</i>        | <i>✓</i>      |
|                                                                                      | <b>Petty</b>                       | <i>withdrew</i>                              | <i>✓</i>           | <i>✓</i>        | <i>✓</i>      |
|                                                                                      | <b>Tennant</b>                     | <i>his second.</i>                           | <i>✓</i>           | <i>✓</i>        | <i>✓</i>      |
|                                                                                      | <b>Schoppmeyer</b>                 |                                              | <i>✓</i>           | <i>✓</i>        | <i>✓</i>      |
|                                                                                      | <b>Adams</b>                       | <i>(failed for lack of a second.)</i>        | <i>✓</i>           | <i>✓</i>        | <i>✓</i>      |
|                                                                                      | <b>Long</b>                        |                                              | <i>✓</i>           | <i>✓</i>        | <i>✓</i>      |
|                                                                                      | <b>Gray</b>                        | <i>Absent</i>                                | <i>absent</i>      | <i>absent</i>   | <i>absent</i> |
|                                                                                      | <b>Mayor Jordan</b>                |                                              |                    |                 |               |
|                                                                                      |                                    |                                              | <i>7-0</i>         | <i>7-0</i>      | <i>7-0</i>    |

|                   |                     |  |  |  |  |
|-------------------|---------------------|--|--|--|--|
| <b>Subject:</b>   |                     |  |  |  |  |
| <b>Motion To:</b> |                     |  |  |  |  |
| <b>Motion By:</b> |                     |  |  |  |  |
| <b>Seconded:</b>  |                     |  |  |  |  |
|                   | <b>Marsh</b>        |  |  |  |  |
|                   | <b>Kinion</b>       |  |  |  |  |
|                   | <b>Petty</b>        |  |  |  |  |
|                   | <b>Tennant</b>      |  |  |  |  |
|                   | <b>Schoppmeyer</b>  |  |  |  |  |
|                   | <b>Adams</b>        |  |  |  |  |
|                   | <b>Long</b>         |  |  |  |  |
|                   | <b>Gray</b>         |  |  |  |  |
|                   | <b>Mayor Jordan</b> |  |  |  |  |



Kit Williams  
City Attorney

Jason B. Kelley  
Assistant City Attorney

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **August 21, 2013**

**RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of August 20, 2013**

- 1. Mitchell, Williams, Selig, Gates & Woodyard, PLLC Amendment No. 1:** A resolution approving Amendment No. 1 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$15,000.00 for additional legal services related to the White River Water quality standards petition to the Arkansas Pollution Control and Ecology Commission.
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Mayor Lioneld Jordan  
City Attorney Kit Williams  
City Clerk Sondra Smith



**Aldermen**

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

**Final Agenda  
City of Fayetteville Arkansas  
City Council Meeting  
August 20, 2013**

A meeting of the Fayetteville City Council will be held on August 20, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

**Call to Order**

**Roll Call**

**Pledge of Allegiance**

**Mayor's Announcements, Proclamations and Recognitions:**

**City Council Meeting Presentations, Reports and Discussion Items:**

**1. 2<sup>nd</sup> Quarter Financial Report**

**Agenda Additions:**

**A. Consent:**

1. Approval of the August 6, 2013 City Council meeting minutes.
2. **Mitchell, Williams, Selig, Gates & Woodyard, PLLC Amendment No. 1:** A resolution approving Amendment No. 1 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$15,000.00 for additional legal services related to the White River Water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

3. **Bid #13-41 Jack Tyler Engineering of Arkansas:** A resolution awarding Bid #13-41 and authorizing a contract with Jack Tyler Engineering of Arkansas in the total amount of \$58,760.15 for the purchase of four (4) return activated sludge pumps for the Noland Wastewater Treatment Plant.
4. **Bid #13-44 Fiser Kubota:** A resolution awarding Bid #13-44 and authorizing a contract with Fiser Kubota in the total amount of \$165,173.75 for the purchase of four (4) irrigation reels for the City biosolids management site.
5. **Bill and Doris Kisor Settlement Agreement:** A resolution approving a settlement agreement with Bill and Doris Kisor concerning condemnation litigation filed as part of the N. Crossover Road Utilities Improvement Project in a total amount of \$13,950.00.

#### **B. Unfinished Business:**

1. **RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates):** An ordinance rezoning that property described in rezoning petition RZN 13-4410, for approximately 4.66 acres located at 2468 North Crossover Road from RSF-2, Residential Single-Family, 2 units per acre, to R-O, Residential Office, subject to a Bill of Assurance. ***This ordinance was left on the First Reading at the August 6, 2013 City Council meeting.***

**Left on the First Reading**

#### **C. New Business:**

1. **John Bess Claim Settlement:** A resolution pursuant to Fayetteville Code of Ordinances subsection 39.10 (C)(4) authorizing the Mayor to pay \$11,000.00 to John Bess in settlement of a damage claim arising at 830 E. Trust Street, and approving a budget adjustment.
2. **VAC 13-4428 (4291 Black Canyon St./Hamptons Lot 18):** An ordinance approving VAC 13-4428 submitted by Engineering Services, Inc. for property located at 4291 Black Canyon Street, to vacate a portion of a pedestrian access easement, a total of 0.03 acres.
3. **MarshallGIS:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with MarshallGIS in the total amount of \$26,975.00 to purchase five (5) software seats of GeoKNX mobile implementation software for usage by the Water and Sewer Division, and approving a project contingency of \$4,000.00.
4. **2014 Employee Benefits Package:** A resolution approving a 2014 Employee Benefits package.
5. **Get Lit LLC – Lights of the Ozarks:** An ordinance waiving the requirements of formal competitive bidding and approving an agreement with Get Lit LLC in the amount of \$51,462.00 for the purchase of lights for the expansion of Lights of the Ozarks to Block Street and Dickson Street, and approving a budget adjustment in the amount of \$46,500.00.

**D. City Council Agenda Session Presentations:**

1. Quarterly Contract Update of Economic Development Services provided by the Fayetteville Chamber of Commerce – Presenters Chung Tan and Steve Clark
2. "Entertainment District/Spring Street Parking Deck Update" – David Jurgens, Utilities Director

**E. City Council Tour:**

1. August 12, 2013 at 5:00 pm - RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates

**F. Announcements:**

**Adjournment:**

## NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

**Old business and new business.**

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

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

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

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

A copy of the complete City Council agenda is available at [accessfayetteville.org](http://accessfayetteville.org) or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

**From:** Ben Israel <bisrael42@gmail.com>  
**To:** <jpate@ci.fayetteville.ar.us>  
**Date:** 8/13/2013 3:50 PM  
**Subject:** Re-Zoning of Lynnwood Estates

Jeremy,

The owners of Lynnwood Estates have agreed to change their request for Re-Zoning. The initial request was for a change from RSF-2 to R-O. After the meeting on August 6th at the City Council they have decided to change the request to a Re-Zoning from the current RSF-2 to Neighborhood Services.

Thank you,

Ben Israel

## 161.16 Neighborhood Services

(A) *Purpose.* The Neighborhood Services district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

### (B) *Uses*

#### (1) *Permitted uses*

|         |                          |
|---------|--------------------------|
| Unit 1  | City-wide uses by right  |
| Unit 8  | Single-family dwellings  |
| Unit 9  | Two-family dwellings     |
| Unit 10 | Three-family dwellings   |
| Unit 12 | Limited Business         |
| Unit 24 | Home occupations         |
| Unit 41 | Accessory dwelling units |

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

#### (2) *Conditional uses*

|         |                                          |
|---------|------------------------------------------|
| Unit 2  | City-wide uses by conditional use        |
| Unit 3  | Public protection and utility facilities |
| Unit 4  | Cultural and recreational facilities     |
| Unit 5  | Government Facilities                    |
| Unit 13 | Eating places                            |
| Unit 15 | Neighborhood shopping goods              |
| Unit 19 | Commercial recreation, small sites       |
| Unit 25 | Offices, studios and related services    |
| Unit 26 | Multi-family dwellings                   |
| Unit 36 | Wireless communication facilities*       |
| Unit 40 | Sidewalk cafes                           |

### (C) *Density.*

|                |            |
|----------------|------------|
| Units per acre | 10 or less |
|----------------|------------|

### (D) *Bulk and Area*

#### (1) *Lot width minimum*

|                |         |
|----------------|---------|
| Single-family  | 35 feet |
| Two-family     | 70 feet |
| Three or more  | 90 feet |
| All other uses | None    |

#### (2) *Lot area minimum.*

|                                          |                                             |
|------------------------------------------|---------------------------------------------|
| Single-family                            | 4,000 sq. ft.                               |
| Two-family or more                       | 3,000 sq. ft. of lot area per dwelling unit |
| All other permitted and conditional uses | None                                        |

### (E) *Setback regulations*

|        |                                                                                      |
|--------|--------------------------------------------------------------------------------------|
| Front: | A build-to zone that is located between 10 and 25 feet from the front property line. |
| Side   | 5 feet                                                                               |
| Rear   | 15 feet                                                                              |

### (F) *Building height regulations.*

|                         |        |
|-------------------------|--------|
| Building Height Maximum | 45 ft. |
|-------------------------|--------|

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13)

### 161.17 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

|         |                                        |
|---------|----------------------------------------|
| Unit 1  | City-wide uses by right                |
| Unit 5  | Government facilities                  |
| Unit 8  | Single-family dwellings                |
| Unit 9  | Two-family dwellings                   |
| Unit 12 | Limited business                       |
| Unit 25 | Offices, studios, and related services |
| Unit 44 | Cottage Housing Development            |

(2) *Conditional uses.*

|         |                                          |
|---------|------------------------------------------|
| Unit 2  | City-wide uses by conditional use permit |
| Unit 3  | Public protection and utility facilities |
| Unit 4  | Cultural and recreational facilities     |
| Unit 11 | Manufactured home park*                  |
| Unit 13 | Eating places                            |
| Unit 15 | Neighborhood shopping goods              |
| Unit 24 | Home occupations                         |
| Unit 26 | Multi-family dwellings                   |
| Unit 36 | Wireless communications facilities*      |
| Unit 42 | Clean technologies                       |

(C) *Density.*

|                |            |
|----------------|------------|
| Units per acre | 24 or less |
|----------------|------------|

(D) *Bulk and area regulations.*  
(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

|                                     |         |
|-------------------------------------|---------|
| Manufactured home park              | 100 ft. |
| Lot within a manufactured home park | 50 ft.  |
| Single-family                       | 60 ft.  |
| Two-family                          | 60 ft.  |
| Three or more                       | 90 ft.  |

(2) *Lot area minimum.*

|                                     |                |
|-------------------------------------|----------------|
| Manufactured home park              | 3 acres        |
| Lot within a manufactured home park | 4,200 sq. ft.  |
| Townhouses:                         |                |
| Development                         | 10,000 sq. ft. |
| Individual lot                      | 2,500 sq. ft.  |
| Single-family                       | 6,000 sq. ft.  |
| Two-family                          | 6,500 sq. ft.  |
| Three or more                       | 8,000 sq. ft.  |
| Fraternity or Sorority              | 1 acre         |

(3) *Land area per dwelling unit.*

|                          |                          |
|--------------------------|--------------------------|
| Manufactured home        | 3,000 sq. ft.            |
| Townhouses & apartments: |                          |
| No bedroom               | 1,000 sq. ft.            |
| One bedroom              | 1,000 sq. ft.            |
| Two or more bedrooms     | 1,200 sq. ft.            |
| Fraternity or Sorority   | 500 sq. ft. per resident |

(E) *Setback regulations.*

|                                                                        |        |
|------------------------------------------------------------------------|--------|
| Front                                                                  | 15 ft. |
| Front, if parking is allowed between the right-of-way and the building | 50 ft. |
| Front, in the Hillside Overlay District                                | 15 ft. |
| Side                                                                   | 10 ft. |
| Side, when contiguous to a residential district                        | 15 ft. |
| Side, in the Hillside Overlay District                                 | 8 ft.  |
| Rear, without easement or alley                                        | 25 ft. |
| Rear, from center line of public alley                                 | 10 ft. |
| Rear, in the Hillside Overlay                                          | 15 ft. |



|          |  |
|----------|--|
| District |  |
|----------|--|

(F) *Building height regulations.*

|                            |        |
|----------------------------|--------|
| Building Height<br>Maximum | 60 ft. |
|----------------------------|--------|

*Height regulations.* Any building which exceeds the height of 20 feet shall be set

back from any side boundary line of an adjacent single family district an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(L) **Unit 12. Limited business.**

(1) *Description.* Unit 12 consists of small-scale establishments offering commercial goods and services that are accessible for the convenience of individuals living in residential districts, while compatible in size, scale and appearance with the surrounding neighborhood. These uses shall be subject to the regulations in Chapter 164. All uses classified under Unit 12 must be within a building containing 3,000 square feet or less.

(2) *Included uses.*

|                                                                              |                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Personal Services:<br><b>(Maximum gross floor area of 1500 square feet)</b>  | <ul style="list-style-type: none"> <li>•Day care</li> <li>•Dry Cleaning</li> <li>•Salon/Barber shop</li> <li>•Tailoring</li> </ul>                                                                                                                                                                       |
| Specialized Retail:<br><b>(Maximum gross floor area of 2000 square feet)</b> | <ul style="list-style-type: none"> <li>•Antique/home decor sales</li> <li>•Apparel</li> <li>•Art/architectural supplies</li> <li>•Bakery, Pastry shops</li> <li>•Bicycle Shops</li> <li>•Book store</li> <li>•Coffee shop</li> <li>•Delicatessen</li> <li>•Drugstore</li> <li>•Food specialty</li> </ul> |

|                                                                                |                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                | stores <ul style="list-style-type: none"> <li>•Florist</li> <li>•Grocery</li> <li>•Hardware</li> <li>•Health food store</li> <li>•Hobby /Craft Stores</li> <li>•Ice cream</li> <li>•Meat Market</li> <li>•Restaurant/café</li> <li>•Small appliance repair</li> <li>•Stationary Store</li> <li>•Toy store</li> <li>•Video rental</li> </ul> |
| Professional Offices:<br><b>(Maximum gross floor area of 3000 square feet)</b> | <ul style="list-style-type: none"> <li>•Accountant</li> <li>•Architect</li> <li>•Attorney</li> <li>•Broker</li> <li>•Business/Mgmt Consultant</li> <li>•Doctor</li> <li>•Dentist</li> <li>•Engineer</li> <li>•Insurance Sales</li> <li>•Interior Designer</li> <li>•Optometrist</li> <li>•Realtor</li> <li>•Welfare agency</li> </ul>       |
| Studios for:<br><b>(Maximum gross floor area of 3000 square feet)</b>          | <ul style="list-style-type: none"> <li>•Art</li> <li>•Dance</li> <li>•Music</li> <li>•Photography</li> <li>•Pottery</li> </ul>                                                                                                                                                                                                              |



Added at  
Agenda Session  
8/13/13

## AGENDA REQUEST

FOR: COUNCIL MEETING OF AUGUST 20, 2013

---

FROM: MAYOR JORDAN  
ALDERMAN KINION  
ALDERMAN PETTY

---

ORDINANCE OR RESOLUTION TITLE AND SUBJECT: An Ordinance waiving the requirements of formal competitive bidding and approving an agreement with Get Lit LLC in the amount of \$51,462.00 for the purchase of lights for the expansion of Lights of the Ozarks to Block St and Dickson St, and approving a budget adjustment in the amount of \$46,500.00

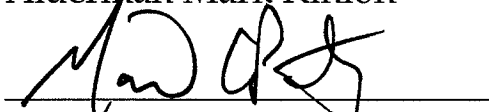
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APPROVED FOR AGENDA:

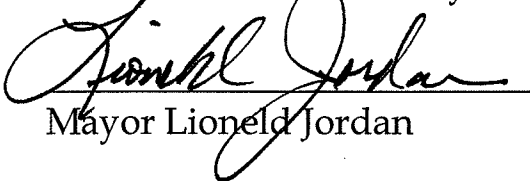
---

  
Alderman Mark Kinion

8/15/2013  
Date

  
Alderman Matthew Petty

8/16/2013  
Date

  
Mayor Lioneld Jordan

8/15/13  
Date





www.accessfayetteville.org

## CITY COUNCIL AGENDA MEMO

---

**To:** City Council members  
**Thru:** Mayor Lioneld Jordan *LJ*  
**From:** Don Marr, *DM* Chief of Staff, Connie Edmonston, Director of Parks & Recreation, Terry Gulley, Director of Transportation Services  
**Date:** August 13, 2013  
**Subject:** Expansion of the Lights of the Ozarks to now include Block Street and Dickson Street with Street Lights

---

### PROPOSAL:

It is proposed that the City Council Approve a budget adjustment for the purchase of Holiday Lights by the Advertising & Promotion Commission needed to expand the Lights of the Ozarks with street lights for Dickson Street and Block Street. The street holiday lights will be LED lights which are similar to the downtown square and utilization of these types of lights will keep electricity utilization as low as possible.

The City will wrap sidewalk street lights on Block Street with LED lighted garlands, and the street lights on Dickson Street will have LED Light Pole Fixtures that extend over the streets/sidewalks.

It is important to get this approval as soon as possible in order to meet the necessary lead time requirements in order that the lights can be wrapped and mounted in time for the Lights of the Ozarks grand opening.

The City Transportation Division will be placing the street light fixtures on Dickson Street, and the City Parks & Recreation Division will be wrapping the street lights with the lighted garland on Block Street.

### BUDGET IMPACT:

The City has received \$10,000 for the expansion of the Lights of the Ozarks to Block Street from the Advertising & Promotion Commission. The anticipated cost of the lights to be purchased is \$56,500.00. The Mayor has directed staff to apply for funding from the GIF Legislative Funds with Representative David Whitaker representing this request for the purchase of the light fixtures – first year installation. The funding meeting will not take place until early September 2013. In order to meet the order lead time for manufacture of the lights, and the time line for implementation of these fixtures, the City must proceed with this request and ask for a use of reserves of \$46,500 to cash flow this expansion request. If the GIF request is not obtained, the reserves will not be replenished.

The Mayor feels that expanding the displays to these streets will have a positive economic development impact on the Downtown and Entertainment Business Districts and also help promote Fayetteville's quality of life offerings during the holiday season.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH GET LIT LLC IN THE AMOUNT OF \$51,462.00 FOR THE PURCHASE OF LIGHTS FOR THE EXPANSION OF LIGHTS OF THE OZARKS TO BLOCK STREET AND DICKSON STREET, AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$46,500.00

**WHEREAS**, the Fayetteville Advertising and Promotion Commission (the “A&P Commission”) has obtained \$10,000.00 for the expansion of the Lights of the Ozarks to Block Street and Dickson Street; and

**WHEREAS**, additional funding for this project is possible through GIF legislative funds; and

**WHEREAS**, Get Lit LLC is the contractor being used by the A&P Commission for the purchase of additional lights; and

**WHEREAS**, Get Lit LLC is the only provider for Razorback-themed lighting to be placed on Dickson Street; and

**WHEREAS**, time to complete competitive bidding is not possible due to the necessity to proceed with this project in time for the 2013 Lights of the Ozarks display;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves an agreement with Get Lit, LLC in the amount of \$51,462.00 for the purchase of lights for the expansion of Lights of the Ozarks to Block Street and Dickson Street.

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 Ordinance as Exhibit “A”.

**PASSED** and **APPROVED** this 20<sup>th</sup> day of August, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

V13.0107 C.5  
Get Lit LLC – Lights of the Ozarks  
Page 5 of 10



## Lights of the Ozarks Expansion Costs

Installation of lights on N. Block Avenue from Square to W. Dickson St.

Installation of lights on W. Dickson St. from [REDACTED] to [REDACTED]

| Scope of Work                                            | Contractor/Supplier                         | Cost         |
|----------------------------------------------------------|---------------------------------------------|--------------|
| Installation and removal:<br>labor and motor pool        | City of Fayetteville - Transportation Dept. | \$ 7,911.74  |
| Electrical upgrades:<br>W. Dickson St. and N. Block Ave. | King Electrical Contractors                 | \$ 11,000.00 |
| Materials:<br>zip ties, installation tools               | various                                     | \$ 1,000.00  |
| Lighting fixtures                                        | Git Lit                                     | \$ 51,462.00 |

Total \$ 71,373.74

DON—

I'm working on the GIF request,  
but here's info for agenda session

What else do I need to  
gather or do?

—Dell

**AUSTIN KING, INC., dba**  
KING ELECTRICAL CONTRACTORS  
2145 WEST MOORE LANE  
FAYETTEVILLE, AR 72704

Voice: 479-443-0006  
Fax: 479-443-1719

# INVOICE

Invoice Number: 71224  
Invoice Date: Jul 31, 2013  
Page: 1

|                                                                   |
|-------------------------------------------------------------------|
| <b>Bill To:</b>                                                   |
| CITY OF FAYETTEVILLE<br>113 W. MOUNTAIN<br>FAYETTEVILLE, AR 72701 |

|                                                               |
|---------------------------------------------------------------|
| <b>Ship to:</b>                                               |
| CITY OF FAYETTEVILLE<br>DICKSON ST.<br>FAYETTEVILLE, AR 72701 |

| Customer ID          | Customer PO | Payment Terms          |          |
|----------------------|-------------|------------------------|----------|
| CITY OF FAYETTEVILLE |             | Net 10th of Next Month |          |
| Sales Rep ID         | ATTN:       | Ship Date              | Due Date |
|                      | JEFF COLES  |                        | 8/10/13  |

| Quantity | Item | Description                    | Unit Price | Amount |
|----------|------|--------------------------------|------------|--------|
|          |      | FIX RECEPTACLES ON POLE LIGHTS |            |        |
|          |      | PARTIAL BILLING                |            |        |
|          |      | MATERIAL                       |            | 531.73 |
|          |      | TAX                            |            | 49.19  |
|          |      | MARK UP 15%                    |            | 87.14  |
| 27.00    |      | JOURNEYMEN HOURS               | 30.00      | 810.00 |
| 27.00    |      | APPRENTICE HOURS               | 25.00      | 675.00 |

We Accept VISA, MC, and Discover

|                        |                 |
|------------------------|-----------------|
| Subtotal               | 2,153.06        |
| Sales Tax              |                 |
| Total Invoice Amount   | 2,153.06        |
| Payment/Credit Applied |                 |
| <b>TOTAL</b>           | <b>2,153.06</b> |

PLEASE PAY FROM THIS INVOICE

**AUSTIN KING, INC., dba**  
KING ELECTRICAL CONTRACTORS  
2145 WEST MOORE LANE  
FAYETTEVILLE, AR 72704

 **COPY**

# INVOICE

Invoice Number: 71102  
Invoice Date: May 31, 2013  
Page: 1

Voice: 479-443-0006  
Fax: 479-443-1719

|                                                                   |
|-------------------------------------------------------------------|
| <b>Bill To:</b>                                                   |
| CITY OF FAYETTEVILLE<br>113 W. MOUNTAIN<br>FAYETTEVILLE, AR 72701 |

|                 |
|-----------------|
| <b>Ship to:</b> |
| DICKSON ST.     |

| Customer ID          | Customer PO | Payment Terms          |          |
|----------------------|-------------|------------------------|----------|
| CITY OF FAYETTEVILLE |             | Net 10th of Next Month |          |
| Sales Rep ID         | ATTN:       | Ship Date              | Due Date |
|                      |             |                        | 6/10/13  |

| Quantity               | Item | Description                    | Unit Price | Amount   |
|------------------------|------|--------------------------------|------------|----------|
| 64.00                  |      | FIX RECEPTACLES ON POLE LIGHTS |            |          |
|                        |      | MATERIAL                       |            | 246.24   |
|                        |      | TAX                            |            | 22.78    |
|                        |      | MARK UP 15%                    |            | 40.35    |
|                        |      | LABOR                          | 30.00      | 1,920.00 |
| Subtotal               |      |                                |            | 2,229.37 |
| Sales Tax              |      |                                |            |          |
| Total Invoice Amount   |      |                                |            | 2,229.37 |
| Payment/Credit Applied |      |                                |            |          |
| TOTAL                  |      |                                |            | 2,229.37 |

We Accept VISA, MC, and Discover

PLEASE PAY FROM THIS INVOICE

*WZS*

2100.4100.540500

## City of Fayetteville

113 West Mountain  
Fayetteville, AR 72701  
(479)521-7700 Fax (479)684-4730

## Cost Summary Detail

Report Date 08/12/2013 10:06 AM

Submitted By

Page 1

## Search Criteria

Search Style Match

Subtotal on Activity

Detail on All

Work Order # 44296

Status All

| Work Order #                | Activity | Asset Type | Unit ID                            | Initiated  | Completed |
|-----------------------------|----------|------------|------------------------------------|------------|-----------|
| 44296                       | TR181    | LGHT       | LGHT_ON-STREET                     | 08/12/2013 |           |
| Costs                       |          |            |                                    |            |           |
| Charge Date                 | Type     | Item       | Description                        | Qty/Usage  | Cost      |
| 08/12/2013 00:01            | Labor    | 104        | 3 - MAINTENANCE WORKER III - TRANS | 120.00     | 2347.37   |
| 08/12/2013 00:01            | Labor    | 126        | 2 - TRAFFIC TECHNICIAN             | 80.00      | 1718.96   |
| 08/12/2013 00:01            | Labor    | 433        | 1 - MAINTENANCE WORKER IV - RIGHT  | 40.00      | 821.77    |
| Total                       |          |            |                                    |            | 4888.10   |
| 08/12/2013 00:01            | Vehicle  | 2083       | FORD F-250, CREW CAB               | 5.00       | 134.75    |
| 08/12/2013 00:01            | Vehicle  | 369        | 2009 FORD F550 WITH ARIEL LIFT     | 5.00       | 388.89    |
| Total                       |          |            |                                    |            | 523.64    |
| Subtotal for activity TR181 |          |            |                                    |            | 5411.74   |

End of Report

LABOR:

Grand Total:

5411.74

DEINSTALLATION OR REMOVAL  
APPROXIMATELY HALF OF  
INSTALLATION COST

2500.00

TOTAL  
LABOR  
AND EQUIP. 7911.74



**Bid For:** City of Fayetteville, AR

**Project:** Pole Mounts and Garland Wraps

**Estimate: Pole Mounts for Dickson Street**

|                                      | Qty | Rate       | Total*       |
|--------------------------------------|-----|------------|--------------|
| Razorback (small commercial)         | 24  | \$ 650.00  | \$ 15,600.00 |
| Poinsetta (small commercial)         | 24  | \$ 455.00  | \$ 10,920.00 |
| 6 point snowflake (small commercial) | 24  | \$ 625.00  | \$ 15,000.00 |
| ★ Brackets for all pole mounts       | 72  | \$ 24.00   | \$ 1,728.00  |
|                                      |     | Sub. Total | \$ 43,248.00 |

**★ Garland Wraps for Block Ave.**

|                                  |    |           |             |
|----------------------------------|----|-----------|-------------|
| ★ 14in. Garland 27ft. 200 lights | 37 | \$ 222.00 | \$ 8,214.00 |
| 14in. Garland 27ft. 100 lights   | 37 | \$ 142.00 | \$ 5,254.00 |

★ Total Cost: \$ 51,462

\*Does not include applicable tax

Lighting products are covered by our standard three year limited warranty based upon seasonal use not to exceed 95 days per calendar year. If the lighting product is used for a permanent installation product is warrantied for 1 year. This warranty covers all products and installation with the exception of any damage caused by weather, vandalism or other similar situations beyond our control. Any ornaments are only covered for one season. All snow related products due not carry a warranty.

If any lights and decorations sold by Get Lit LLC are installed on a structure other than a structure built and/or sold by Get Lit LLC, the customer assumes full responsibility and liability for that structure and will hold Get Lit harmless in relation to any cosmetic or structural damage to the structure. Customers may be asked to sign a liability and indemnity waiver.

Labor quote is based on having standard 110V/20A power outlets in close proximity to where the lighting will be installed unless otherwise noted. All lighting will be connected to the nearest outlet for power unless other arrangements are made. Any electrical work, outlet installation, etc. will be the responsibility of customer.

Payment Terms: 60% Deposit/with contract to secure installation date and remainder due upon delivery.

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  
August 6, 2013**

**A meeting of the Fayetteville City Council was held on August 6, 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, Assistant City Attorney Jason Kelley, City Clerk Sondra Smith, Staff, Press, and Audience.**

**Alderman Gray arrived at 6:25 PM**

**Pledge of Allegiance**

**Mayor's Announcements, Proclamations and Recognitions:**

**City Council Meeting Presentations, Reports and Discussion Items:**

**Nominating Committee Report:**

Fayetteville Housing Authority Board Appointment

**Alderman Adams** presented the Nominating Committee Report

A copy of the report is attached.

**Alderman Kinion moved to approve the Nominating Committee Report. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent during the vote.**

**Agenda Additions:** None

**Consent:**

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

***Approved***

**Arkansas State Highway and Transportation Department:** A resolution to approve an Agreement of Understanding between the City of Fayetteville and the Arkansas State Highway and Transportation Department and to approve the attached budget adjustment of \$75,000.00.

***Resolution 165-13 as recorded in the office of the City Clerk***

**2013 ADEQ E-Waste Grant:** A resolution authorizing acceptance of a 2013 Arkansas Department of Environmental Quality E-Waste Grant of \$25,000.00 for an E-Waste coupon redemption program, and approving a budget adjustment.

***Resolution 166-13 as recorded in the office of the City Clerk***

**Bid #13-38 General Construction Solutions, Inc.:** A resolution awarding Bid #13-38 and approving a contract with General Construction Solutions, Inc. in the amount of \$108,982.00 for construction of sanitary sewer repairs in the vicinity of the Cliffs Apartments due to Spring 2011 flooding, approving a \$10,000.00 project contingency, and approving a budget adjustment.

***Resolution 167-13 as recorded in the office of the City Clerk***

**Bid #13-39 Goodwin & Goodwin:** A resolution awarding Bid #13-39 and approving a contract with Goodwin & Goodwin, Inc. in the amount of \$1,262,647.00 for construction of water and sewer main replacements along the West Fork of the White River, approving a project contingency of \$125,000.00, and approving a budget adjustment.

***Resolution 168-13 as recorded in the office of the City Clerk***

**Bid #13-37 Pick-It Construction, Inc.:** A resolution awarding Bid #13-37 and approving a contract with Pick-It Construction, Inc. in the amount of \$403,987.00 for construction of pool building renovations at Wilson Park, and approving a fifteen percent (15%) project contingency.

***Resolution 169-13 as recorded in the office of the City Clerk***

**Crafton Tull Amendment #1:** A resolution approving Amendment No. 1 to the contract with Crafton Tull for construction phase services associated with renovation of pool buildings at Wilson Park in an additional amount not to exceed \$15,000.00, and approving a budget adjustment.

***Resolution 170-13 as recorded in the office of the City Clerk***

**Landers Toyota of Little Rock:** A resolution authorizing the purchase of two (2) Toyota Tacoma pickup trucks in the total amount of \$48,838.00, pursuant to a state procurement contract, from Landers Toyota of Little Rock for use by the Transportation and Water & Sewer divisions, and approving a budget adjustment.

***Removed from the Consent Agenda***

**George Nunnally Chevrolet of Bentonville:** A resolution authorizing the purchase of two (2) Chevrolet Tahoes in the total amount of \$57,110.00, pursuant to a state procurement contract, from George Nunnally Chevrolet of Bentonville for use by the Fire Department and the Solid Waste Division, and approving two (2) budget adjustments.

***Resolution 171-13 as recorded in the office of the City Clerk***

**Arkansas State Highway Department Safe Routes to School Grant:** A resolution authorizing acceptance of an Arkansas State Highway and Transportation Department Safe Routes to School Grant in the amount of \$81,248.00 to be utilized for construction of a pedestrian bridge along Salem Road connecting Holcomb Elementary and Holt Middle School, and approving a budget adjustment.

***Resolution 172-13 as recorded in the office of the City Clerk***

**Aircraft Passenger Stairs:** A resolution approving a budget adjustment in the amount of \$3,500.00 to provide for an increase in the project budget for the purchase of aircraft passenger stairs for Fayetteville Executive Airport-Drake Field.

***Resolution 173-13 as recorded in the office of the City Clerk***

**RFP #13-07 Everbridge, Inc.:** A resolution awarding RFP #13-07 and approving a contract with Everbridge, Inc. for the provision of emergency notification services, and approving a budget adjustment in the amount of \$32,000.00.

***Resolution 174-13 as recorded in the office of the City Clerk***

**Alderman Adams moved to approve the Consent Agenda as read with Landers Toyota of Little Rock removed for discussion. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent during the vote.**



**The following item was removed from the Consent Agenda for discussion**

**Landers Toyota of Little Rock:** A resolution authorizing the purchase of two (2) Toyota Tacoma pickup trucks in the total amount of \$48,838.00, pursuant to a state procurement contract, from Landers Toyota of Little Rock for use by the Transportation and Water & Sewer divisions, and approving a budget adjustment.

**Alderman Petty moved to remove Landers Toyota of Little Rock from the Consent Agenda and table it indefinitely. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent during the vote.**

**Unfinished Business:** None

**Public Hearing:**

**Raze and Removal 515 E. Township Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Marshall Aaron Mahan located at 515 E. Township Street in the City of Fayetteville, Arkansas.

**Chad Ball**, Code Compliance Administrator gave a brief description of the raze and removal.

**Mayor Jordan opened the Public Hearing**

There was no public comment

**Mayor Jordan closed the Public Hearing**

**Alderman Kinion moved to approve the resolution. Alderman Long seconded the motion. Upon roll call the resolution passed 7-0. Alderman Gray was absent during the vote.**

***Resolution 175-13 as recorded in the office of the City Clerk.***

**New Business:**

**RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates):** An ordinance rezoning that property described in rezoning petition RZN 13-4410, for approximately 4.66 acres located at 2468 North Crossover Road from RSF-2, Residential Single-Family, 2 units per acre, to R-O, Residential Office, subject to a Bill of Assurance.

***Assistant City Attorney Jason Kelley read the ordinance.***

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

**Alderman Tennant:** You mentioned compatibility on the 2030 Plan and you mentioned that sometimes non-residential uses when a corner is involved. The corner of 265 and Township is not part of this.

**Jeremy Pate:** That is correct.

**Alderman Tennant:** Since we are not talking about the corner, do you know of any examples in Fayetteville where we deviated from the 2030 Plan residential wise, to something that is not on a corner?

**Jeremy Pate:** Honestly, I don't know the answer to that. I think we have seen form based codes be utilized more, because in those cases we know the use, we know the form of the project. The ones that come to mind for me are PZD's, because you know what the project is going to be and how it is going to function in relationship to surrounding land uses.

**Alderman Tennant:** I would prefer to not vote since we have a tour planned. I have questions and if you could work on finding the answers, I would appreciate it. Will a u-turn be permitted at the light if you are traveling south on 265?

**Jeremy Pate:** Yes, the Highway Department designed Highway 265 with minimum quarter mile segments. They are designed for larger vehicle to have a turning radius and still be able to make a u-turn.

**Alderman Tennant:** Are there any other curb cuts, other than Candlewood and Township?

**Jeremy Pate:** Not that I am aware of, but I can find out.

**Alderman Tennant:** I don't know the process of contacting the school to see if anyone has questions about school traffic being affected from this not being residential.

**Jeremy Pate:** By state statute we notify the school district for all our zoning actions and annexations.

**Alderman Tennant:** What is the amount of land that has been lost by the landowner, compared to what was there before?

**Jeremy Pate:** The Highway Department did the land acquisition and so we weren't as involved in that, but we can find out.

**Alderman Tennant:** When you are going south on 265 and you turn at Township, if you don't make a u-turn, there is a fear that people will take a left at Township, go east and then have to make a turn around to get back north on 265. There is a driveway for the houses that are built on the south side of Township. Is that a street?

**Jeremy Pate:** No, it is a shared private driveway.

**Alderman Tennant:** Could these people put a gate up on each side?

**Jeremy Pate:** I don't believe so, but I will find out.

**Alderman Tennant:** Say we do this and in two years nothing ever gets developed and then it is sold to somebody else. Does the Bill of Assurance follow that new owner?

**Jeremy Pate:** Yes.

**Mayor Jordan:** I know that a Bill of Assurance can only be changed by the City Council.

**Ben Israel, Developer:** Mr. Israel spoke in favor of the ordinance.

**Alderman Petty:** In the Planning Commission minutes, it says Commissioner Hoskins asked if you would consider the Neighborhood Services zoning district and staff said that while it wouldn't alleviate all their concerns it would some of them. You answered that you hadn't considered other zoning districts. Would you be open to considering the Neighborhood Services zoning district?

**Ben Israel:** We were, but staff said it wouldn't be possible.

**Jeremy Pate:** The council has the right to rezone it, if you so desire.

**Alderman Petty:** I am confused about the logic that staff has presented for separation of uses. I do share some of their concerns about the forms of the building and Neighborhood Services is a zoning district that allows a property owner a greater degree of flexibility in exchange for committing to building in a certain way.

**Ben Israel:** Is that a possible zoning for that?

**Jason Kelley, Assistant City Attorney:** The council has the legal authority to zone it that way.

**Mayor Jordan:** Jeremy, do you think that would be possible?

**Jeremy Pate:** I think anything is really possible in terms of a request to rezone property. The Planning Commission votes on what is before them and they supported this request. I don't know why the applicant would change. I agree with what Mr. Israel indicated, because he read directly from our City Plan 2030 and I have no argument with that. I don't think staff agreed that RO would create a walk able and vibrant community in this particular location.

**Paul Henry:** Mr. Henry spoke in opposition of the ordinance.

**Alderman Tennant:** You live in a house that has a private drive access. Do you see people turn at the Township light and use your private drive to turn around?

**Paul Henry:** We do have some, but it is not a large volume because there is not a lot of reason too. What concerns us, as individual owners, is that it is a private drive and increase count could increase the cost to maintain the road due to wear and tear.

**Jerry Jones,** owner of the proposed development change spoke about his personal home, traffic flow, signed petitions and is in favor of the ordinance.

**Alderman Tennant:** Is there a sidewalk separating your property to Highway 265?

**Jerry Jones:** Yes.

**Alderman Tennant:** Is the curb and sidewalk new or was that already there?

**Jerry Jones:** It is new.

**Alderman Tennant:** When people take a u-turn at the light in the future, they would have to run over the curb and sidewalk to get to your property. You will see a lot of u-turn vehicles and publicly you are saying you are ok with that?

**Jerry Jones:** It is where I choose to live. There are changes taking place in Fayetteville and there are sacrifices we all have to make.

**Caleb Critz,** President of Hickory Park Property Owners Association spoke in opposition of the ordinance.

**Alderman Tennant:** Can you turn left out of Hickory Park now?

**Caleb Critz:** I can now, but I don't believe I will be able too in the future.

**Leslie Cameron,** Secretary of Hickory Park Property Owners Association spoke in opposition of the ordinance.

***This ordinance was left on the First Reading.***

**ADM 13-4408 (Bicycle Parking Code Amendments):** An ordinance to amend §172.10 Bicycle Parking Rack Requirements (D)(2)(e) to reduce the minimum clearance to a fire hydrant from 15 feet to 6 feet.

***Assistant City Attorney Jason Kelley read the ordinance.***

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

**Alderman Petty:** Where did the original rules come from?

**Jeremy Pate:** We do research on peer cities and look at requirements. For fire codes, they are adopted by the state. For bicycle parking ordinance we did an extensive study in 2002 and there is a national standard for bicycle parking and ratios. We recently updated that about a year ago to reflect changes in those standards.

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

*Assistant City Attorney Jason Kelley read the ordinance.*

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

*Assistant City Attorney Jason Kelley read the ordinance.*

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

*Ordinance 5603 as recorded in the office of the City Clerk*

**Amend §72.58 Off-Street Parking Facilities; Rules and Rates:** An ordinance to amend §72.58 Off-Street Parking Facilities; Rules and Rates by enacting a new subsection (N) Electric Vehicle Charging Station.

*Assistant City Attorney Jason Kelley read the ordinance.*

**Peter Nierengarten,** Director of Sustainability & Strategic Planning gave a brief description of the ordinance.

**Alderman Marsh:** I noticed on the sign it says it is only limited from 8:00 a.m. to 6:00 p.m. Does that mean that after 6:00 p.m., any vehicle could park there or does it continue to be reserved for electric vehicles?

**Peter Nierengarten:** I believe it says you must pay the parking meter.

**Don Marr,** Chief of Staff: Rather than have one single space on a lot have a different rule than the entire lot, we wanted the pay period to be equivalent to the pay period for every other space. What concerns me is that if it confused you Alderman Marsh, we need to have wording that is clearer, because it would be ticketed as an electric vehicle space. It isn't a lot we would monitor after 6:00 p.m. because it is not a paid lot after 6:00 p.m.

**Alderman Marsh:** Maybe if there were two different signs on the same post, electric vehicle parking only; pay during these hours.

**Peter Nierengarten:** We can work with the Parking Division and see if we can come up with something a little clearer.

**Alderman Adams:** Can a bicycle charge at an electric car charging station?

**Peter Nierengarten:** The plug is 220 volts and it is only available on electric cars. Electric bicycles use a 110 receptacle.

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

*Assistant City Attorney Jason Kelley read the ordinance.*

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

*Assistant City Attorney Jason Kelley read the ordinance.*

**Alderman Gray:** I am happy that we have done this and it is a good thing for our progressive city to encourage electric cars. Thank you, Peter.

**Mayor Jordan:** I too would like to thank Peter for his work on this and the Parking Department.

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

*Ordinance 5604 as recorded in the office of the City Clerk*

**Special Election for HMR Bonds:** An ordinance calling and setting a date for a special election on the questions of the issuance by the City of (1) not to exceed \$1,500,000 of Hotel and Restaurant Gross Receipts Tax Refunding Bonds for the purpose of refunding the City's outstanding Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 2003, (2) not to exceed \$6,900,000 of Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds for the purpose of financing certain costs in connection with the renovation and expansion of Walton Arts Center, and (3) not to exceed \$3,500,000 of Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds for the purpose of financing certain costs in connection with a proposed Regional Park; pledging the proceeds from the existing one percent (1.00%) Hotel, Motel and Restaurant Gross Receipts Tax originally levied by Ordinance No. 2310 to the payment of the Refunding Bonds and Capital Improvement Bonds; prescribing other matters pertaining thereto; and declaring an emergency.

*Assistant City Attorney Jason Kelley read the ordinance.*

**Paul Becker**, Finance Director gave a brief description of the proposed election.

**Don Marr**, Chief of Staff: In our staff memo, we have budget impact as none. There is actually a budget impact; it is the cost of the special election which will need to be funded because there is no other scheduled election for November 12, 2013.

**Aubrey Shepherd**: Mr. Shepherd voiced his opinion about the ordinance.

**Greg Harton, NWA Media**: In the ordinance when it refers to the Regional Park, does that refer only to the sight at Cato Springs and I-540? Could you detail the use of the \$3.5 million in spending that would take place if the bonds are approved and how that will be divided among the different uses at the park?

**Connie Edmonston, Director of Parks and Recreation**: The use of the \$3.5 million would help add three baseball fields and accommodate all the parking.

A discussion followed about the use of the money for the Regional Park for the upcoming years.

**Terri Trotter, Walton Arts Center**: We are thrilled that the A&P brought this forward and that you are considering sending this bond issue to a public election. We have a conceptual plan to add about 30,000 square feet of additional space to WAC. The goal is to connect WAC to the activity happening on Dickson Street to add additional space for events. We believe this will allow us to host more events and bring more people into the city.

**Mayor Jordan**: How old is the Walton Arts Center?

**Terri Trotter**: 21 years old. Part of the plan we have is to refurbish some of the equipment.

**Mayor Jordan**: How long have you needed a renovation?

**Terri Trotter**: We have not gone through a major renovation ever. There was a surface level renovation about ten years ago, replacing the carpeting, seats in the theatre and wall coverings.

A discussion followed about the use of the money for the Walton Arts Center for the upcoming years.

**Steve Clark, Chamber of Commerce President**: I would like to compliment Mayor Jordan and members of the council and to thank you. This ordinance that is being considered is best described as an economic development infrastructure ordinance. It is an infrastructure that would be developed as parks, arts, playgrounds and people and is an infrastructure that will flourish and thrive. You have empowered everybody in the City of Fayetteville who is of voting age to decide how they want to play a part in this.



**Alderman Long:** How did we come up with \$6.9 million for the Walton Arts Center expansion and \$3.5 million for the Regional Park? How did we determine those numbers specifically?

**Marilyn Heifner**, Executive Director for the A&P Commission: The WAC came to the A&P Commission and asked for \$6.9 million to expand the center and as we looked at a twenty five (25) year issue of new bonds there was fortunately \$3.5 million left over after we paid off the bonds that we had.

Ms. Heifner continued to speak about why the Regional Park would be an advantage.

**Alderman Tennant:** I would like to thank Marilyn for her work on this.

**Alderman Marsh:** Does this lock us into a sports megaplex Regional Park or does it leave room to include Kessler Mountain into this plan?

**Jason Kelley**, Assistant City Attorney: It says it is financing a portion of the cost of constructing and equipping a Regional Park owned and located within the City of Fayetteville which may include baseball fields, soccer fields and related facilities.

**Alderman Gray:** I like the term economic development infrastructure and that is what I see this ordinance as. It is time that we take care of our young people.

**Alderman Long:** I would like us to consider making this a more equitable split between the two. I think it would be a good compromise and help us to accomplish more at the Regional Park.

**Alderman Tennant:** Everyone needs to keep in mind that passing this in its entirety, doesn't pay for all of the Regional Park and certainly doesn't pay for all the Walton Arts Center expansion. The WAC is moving forward with fundraising efforts and I am hoping that the Regional Park can also benefit from fundraising.

**Paul Becker** gave a brief statement declaring that these are preliminary numbers at this point and time.

**Jason Kelley:** Kit Williams requested at Agenda Session along with Gordon, our bond counsel that they would be present on August 20, 2013 to be able to address specific legal issues. Our bond counsel is not here tonight, so I would request that we do not complete this tonight.

**Mayor Jordan:** What is your opinion?

**Dennis Hunt**, Stephens Inc: Mr. Wilbourn, Mr. Williams, Mr. Becker and I have thoroughly reviewed the ordinance. If you want to delay that is fine, but everybody has had an opportunity to review and comment. The author of the ordinance received our comments and made the modifications.



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

*Assistant City Attorney Jason Kelley read the ordinance.*

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

*Assistant City Attorney Jason Kelley read the ordinance.*

**Mayor Jordan:** I have been on this council since 2001 and we have talked about the Regional Park since then. We have talked about renovating the Walton Arts Center and making expansions and we know that this park will help the youth of this city. If we make any kind of investment, it should be in children. It will help drive the economic engine of this city and we need this.

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

**Alderman Adams moved to approve an emergency clause. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-1. Alderman Long voting no.**

*Ordinance 5605 as recorded in the office of the City Clerk*

**City Council Agenda Session Presentations:**

**2012 Audit Management Letter Report** – Tony C. Uth, Jr., Audit Committee Chair

**Budget Reserves Discussion** – Paul Becker, Finance Director

**City Council Tour:**

**August 12, 2013 at 5:00 pm - RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates**

**Announcements:**

**Alderman Gray:** We have some openings on the Boards and Commissions of the city and we would like for you to go to our website and look at the openings.

**Don Marr:** This Thursday, August 8, 2013 at 5:30 p.m. to 7:00 p.m., there will be an open house for our Eastgate Master Planning at Happy Hollow Elementary.

Gulley Park will be having their final concert for this season and the group is Uncrowned Kings . It will begin at 7:00 p.m. on August 8, 2013.

The City Council has a tour scheduled for this Monday, August 12, 2013 at 5:00 p.m. The council will meet at City Hall.

**Adjournment: 8:15 p.m.**

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**Lioneld Jordan, Mayor**

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**Sondra E. Smith, City Clerk/Treasurer**

UNOFFICIAL

**City of Fayetteville Staff Review Form**

**City Council Agenda Items  
and  
Contracts, Leases or Agreements**

8/20/2013

City Council Meeting Date  
Agenda Items Only

Jeremy Pate  
Submitted By

Development Services  
Division

Development Services  
Department

**Action Required:**

Acceptance of a grant from the National Endowment of the Arts "Our Town" program in the amount of \$100,000 for an arts-integrated streetscape design project entitled School Avenue: Integrating Art, Landscape and Sustainability, and entering into an agreement with the University of Arkansas and Walton Arts Center to assist with the grant proposal, and approval of a budget adjustment.

\$100,000

Cost of this request

\$

100,000

Category / Project Budget

NEA School Street Grant

Program Category / Project Name

2230-0923-4309.00

Account Number

\$

0

Funds Used to Date

Program / Project Category Name

31306-1

Project Number

\$

100,000

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Department Director

08-15-2013  
Date

Previous Ordinance or Resolution #

City Attorney

8-15-13  
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

8/16/13  
Date

Received in City Clerk's Office 08-15-13 A09:18 EDL

Chief of Staff

8-15-13  
Date

Received in  
Mayor's Office

Mayor

8/16/13  
Date

Comments:

## CITY COUNCIL AGENDA MEMO

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**To:** Mayor Jordan, City Council

**From:** Jeremy Pate, Development Services Director

**Date:** August 14, 2013

**Subject:** National Endowment for the Arts "Our Town" Grant Acceptance

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### RECOMMENDATION

Staff recommends the City Council adopt an ordinance accepting the recently awarded \$100,000 *Our Town* grant from the National Endowment for the Arts, and waive competitive bidding to enter into an agreement with the University of Arkansas (Community Design Center) and Walton Arts Center to facilitate a design process for the School Avenue Streetscape Project.

### BACKGROUND

The National Endowment for the Arts (NEA) recently announced 59 *Our Town* grant awards totaling \$4.725 million and reaching 34 states in the *Our Town* program's third year of funding. The City of Fayetteville is one of those grantees that applied for funding and will receive \$100,000 for the design of School Avenue: Integrating Art, Landscape, and Sustainability, an arts-integrated streetscape. The City's partners, University of Arkansas Community Design Center (UACDC), Walton Arts Center (WAC), and artist Stacy Levy are nationally – if not internationally – recognized in their respective fields.

Through *Our Town*, the NEA supports creative placemaking projects that help transform communities into lively, beautiful, and sustainable places with the arts at their core. The grantee projects will encourage creative activity, create community identity and a sense of place, and help revitalize local economies. All *Our Town* grant awards were made to partnerships that consisted of at least one nonprofit organization and a local government entity.

Project Description: The *School Avenue: Integrating Art, Landscape, and Sustainability* project will go beyond an engineering-driven solution to merely build new sidewalks; it will create a new identity for School Avenue, one that leverages art to promote greater pedestrian activity. The City of Fayetteville Arts Council Action Plan, adopted in December 2009, listed the incorporation of functional art into municipal infrastructure as its first goal. The NEA *Our Town* grant will be used to design a transformation for downtown School Avenue into an "artscape" with public art serving a dual purpose as infrastructure. Funding for the project will be sought for, after the design has been completed. Sidewalks, lighting, and/or stormwater services will be reimagined as art that engages residents and visitors in Fayetteville's ecological narrative. The project area is anchored on either end by Fayetteville Public Library (FPL) and Walton Arts Center, which combined draw more than 500,000 visitors annually. The project connects the cornerstone institutions with the local National Public Radio (NPR) affiliate and Hillcrest Towers, Fayetteville's largest public housing facility for the elderly and disabled.

The NEA received 254 applications for *Our Town* grants this year. Grant amounts ranged from \$25,000 to \$200,000 with a median grant amount of \$50,000.

**DISCUSSION**

Acceptance of the grant will formalize the partnership with the UACDC and Walton Arts Center. A technical services agreement between the City and these entities has been created, to allow for the UACDC to operate as the primary design team for the project with City staff input and collaboration, and for the Walton Arts Center to provide guidance in artistic selection, communication, scheduling and coordination during the project. The UACDC is providing up to \$35,300 in design consultant funding and the Walton Arts Center has pledged personnel, time and a financial commitment of \$20,000 of in-kind matching, as well as \$40,000 in matching cash as part of the Artosphere Festival for 2015. Both agreements require a waiver of competitive bidding, due to the unique characteristics that both the University and the Walton Arts Center provide as public entities in the design of this project. The UACDC prepared the grant application, with assistance from the City, as a sub-grantee.

**BUDGET IMPACT**

\$4,700 of in-kind match from Development Services staff time dedicated to providing input, collaboration and review of project plans.



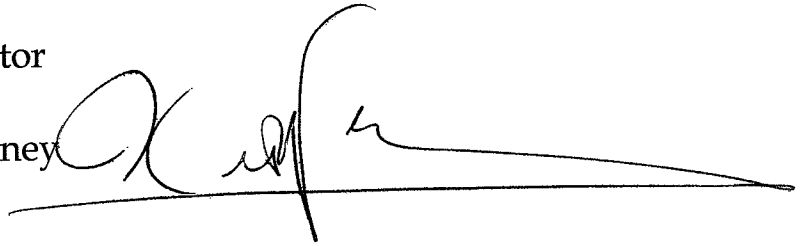
**Kit Williams**  
*City Attorney*

**Jason B. Kelley**  
*Assistant City Attorney*

**TO: Mayor Jordan**  
**City Council**

**CC: Don Marr, Chief of Staff**  
**Paul Becker, Finance Director**

**FROM: Kit Williams, City Attorney**



**DATE: August 15, 2013**

**RE: City Council members are prohibited from having a financial interest in any contract to supply goods or services to the City**

Common law prohibits City Council members from self-dealing. A.C.A. § 14-42-107 prohibits City Council members from having any interest in the profits of a contract furnishing services to the City.

"No alderman or council member shall be interested, directly or indirectly, in the profits of any contract for the furnishing of supplies, equipment, or services to the municipality unless the governing body of the city shall have enacted an ordinance specifically permitting aldermen or council members to conduct business with the city and prescribing the extent of this authority." A.C.A. §14-42-107.

"At common law, and generally under statutory enactment, it is now established beyond question that a contract made by an officer of a municipality with himself, or in

which he is interested, is contrary to public policy, and tainted with illegality; and this rule applies whether such officer acts alone on behalf of the municipality, or as a member of a board or council. Neither the fact that a majority of the votes of a council, or board, in favor of the contract are cast by disinterested officers, nor the fact that the officer interested did not participate in the proceedings, necessarily relieves the contract from its vice. The facts [sic] that the interest of the offending officer in the invalid contract is indirect, and is very small, is immaterial." *Thompson v. Roberts*, 333 Ark. 544, 548, 970 S.W. 2d 239, 241 (1998).

When I recently became aware of City Council Member Matthew Petty's relationship to the U of A's Community Design Center and his involvement with creating the NEA grant application, I met with City Council Member Matthew Petty to understand whether the City could go forward with the \$60,000.00 contract (financed by the grant) with the Community Design Center.

I have attached City Council Member Matthew Petty's letter to this memo which explains that he did draft much of the grant application, but will not work on this project even though he may still work at the University of Arkansas Community Design Center as a part-time Development and Research Assistant. In his letter, Matthew emphasizes that he is not in a managerial nor executive position in the Community Design Center. That is important because of the final subsection of § 14-42-107.

"(2) The prohibition prescribed in this subsection shall not apply to contracts for furnishing supplies, equipment, or services to be performed for a municipality by a corporation in which no alderman, council member, official, or municipal employee holds any executive or managerial office or by a corporation in which a controlling interest is held by stockholders who are not aldermen or council members."

As long as City Council Member Matthew Petty is not “interested, directly or indirectly, in the profits” of the Technical Assistance Agreement, does not work on this project or earn wages funded by this City agreement, nor “holds any executive or managerial office” in the Community Design Center, it appears this agreement will not be in violation of A.C.A. § 14-42-107.



TO: City Council  
City Attorney  
Mayor

FROM: Matthew Petty, Alderman

RE: NEA Grant Application 13-946350

Date: August 14, 2013

As you know, the City was recently awarded an Our Town grant from the National Endowment for the Arts to design a new streetscape and to procure public art for S School Ave, between Dickson St and Fayetteville Public Library. I am writing this memo in the interest of full disclosure because I work for the design consultant listed in the grant application. Though my involvement with this project was limited to grant development and I am planning to disclose my relationship verbally during a City Council meeting, both the City Attorney and I thought it prudent to disclose my relationship in writing for inclusion in our agenda packet.

The design consultant for the project is University of Arkansas Community Design Center. I began working for UACDC about two years ago when I received a federal work-study award. I was hired to develop and write grant applications as well as conduct general research. Today, I work for them as an hourly employee for approximately 10 hours each week.

In regards to this grant, I conceived the project, vetted it, developed the partnerships, and wrote the grant application on UACDC time. I was paid by UACDC for that work and my wage was not contingent on winning the grant. The Our Town grant category requires that each application be submitted by a lead applicant, the municipality, and a primary partner cultural arts institution. When I began vetting this project, we learned that the City was not planning to apply for this grant and did not have the staff capacity to complete the application by the deadline. This is a common scenario for many UACDC grant opportunities, and as usual, we offered to do all of the legwork on the application. I wrote the application, compiled the relevant documentation, and City staff ensured federal and regulatory compliance. In the end, the City assumed ownership of the application and submitted it to the NEA in January of this year. Through this arrangement the City was able to submit, and ultimately win, an award for a public arts and infrastructure project with minimal staff commitment.

This is relevant information because now that the City has won the grant, the City must enter into a Technical Services Agreement with UACDC in order to receive the funds. State law prohibits municipalities from awarding contracts for services to entities in which an Alderman has a managerial or executive role, and if I held such a role, the City would not be able to enter into a contract with UACDC nor accept this grant. The City Attorney has submitted a memo detailing the relevant state law.

My title at UACDC is Development and Research Associate. I do not manage projects for UACDC. I am not a Project Designer on any UACDC projects, including this one. In no way will

any of the grant funds be used to pay my wage at UACDC. I have moved on to two other projects which take up all of my working hours at UACDC. It is not hard to fill my time with other work because I only work there 10 hours each week. I stress once more that I hold neither a managerial nor executive role at UACDC. I am essentially an intern.

I will explain this verbally at the Council meeting when the contract is discussed, and I will answer any questions you or members of the public have about the grant and my relationship with UACDC.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Matthew Petty', with a stylized, cursive script.

Alderman Matthew Petty

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO ACCEPT A GRANT FROM THE NATIONAL ENDOWMENT OF THE ARTS IN THE AMOUNT OF \$100,000.00 FOR A STREETSCAPE DESIGN PROJECT ON SCHOOL AVENUE, TO APPROVE A TECHNICAL ASSISTANCE AGREEMENT WITH THE UNIVERSITY OF ARKANSAS TO DESIGN THIS PROJECT, TO APPROVE AN AGREEMENT WITH THE WALTON ARTS CENTER FOR ITS CONTRIBUTION OF \$40,000.00 IN MATCHING REVENUE, PLUS PERSONNEL SERVICES TO ASSIST IN THE PROJECT AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT

**WHEREAS**, with the assistance of the Community Design Center of the University of Arkansas, the City of Fayetteville in conjunction with the Walton Arts Center applied early this year to the National Endowment of the Arts for an *Our Town* grant to fund a streetscape project to incorporate art, landscape and sustainability within infrastructure improvements on School Avenue from the Walton Arts Center to the Fayetteville Public Library; and

**WHEREAS**, Fayetteville's grant application for \$100,000.00 was one of the 59 requests to be approved out of over 250 submitted applications; and

**WHEREAS**, the Community Design Center of the University of Arkansas has a proven record of unique and specialized knowledge and ability to design such project that it envisioned and helped prepare the grant application for; and

**WHEREAS**, the Walton Arts Center was a required partner for this grant and will provide additional funding as well as expertise to make this artistic streetscape design project successful.

**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 accepts with sincere appreciation to the National Endowment of the Arts its *Our Town* grant in the amount of \$100,000.00 and approves the attached Budget Adjustment.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby determines that because of the unique and vital abilities of the Community Design Center of the University of Arkansas to successfully design and fulfill the goals of this project and for the other reasons stated above, the City Council determines that it would not be feasible or practical to follow the normal bidding requirements and therefore waives the formal bidding requirements and approves the attached Technical Assistance Agreement with the University of Arkansas.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby determines for the reasons stated earlier that the formal bidding procedures for the Agreement with Walton Arts Center would be impractical and not feasible and therefore waives these formal bidding requirements and approves the attached Agreement with the Walton Arts Center.

**PASSED and APPROVED** this 20<sup>th</sup> day of August, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

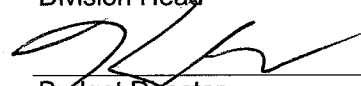
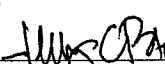
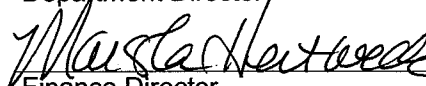
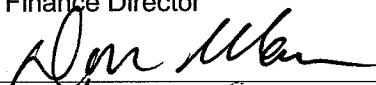
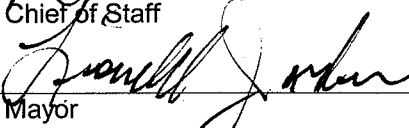
**City of Fayetteville, Arkansas  
Budget Adjustment Form**

V13.0107

|                            |                                                                      |                                  |                          |
|----------------------------|----------------------------------------------------------------------|----------------------------------|--------------------------|
| <b>Budget Year</b><br>2013 | <b>Division:</b> Chief of Staff<br><b>Department:</b> Chief of Staff | <b>Request Date</b><br>8/15/2013 | <b>Adjustment Number</b> |
|----------------------------|----------------------------------------------------------------------|----------------------------------|--------------------------|

**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION**

\$100,000 for the acceptance of the NEA School Grant.

|                                                                                                          |                    |                                                    |
|----------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------|
| <br>Division Head       | 08.15.2013<br>Date | Prepared By: Kevin C Springer                      |
| <br>Budget Director      | 8/15/13<br>Date    | Reference:                                         |
| <br>Department Director | 08.15.2013<br>Date | Budget & Research Use Only                         |
| <br>Finance Director     | 8/15/13<br>Date    | Type:    A       B       C       D       E       P |
| <br>Chief of Staff      | 8/16/13<br>Date    | General Ledger Date                                |
| <br>Mayor              | 8/16/13<br>Date    | Posted to General Ledger                           |
|                                                                                                          |                    | Initial                      Date                  |
|                                                                                                          |                    | Checked / Verified                                 |
|                                                                                                          |                    | Initial                      Date                  |

| TOTAL BUDGET ADJUSTMENT  |                   | 100,000               | 100,000 | Project.Sub<br>Number |
|--------------------------|-------------------|-----------------------|---------|-----------------------|
|                          |                   | Increase / (Decrease) |         |                       |
| Account Name             | Account Number    | Expense               | Revenue | Number                |
| *Federal Grants - Capit* | 2230.0923.4309.00 | -                     | 100,000 | 31306.1               |
| *Fixed Assets*           | 2230.8002.5801.00 | 100,000               | -       | 31306.1               |
|                          |                   | -                     | -       | .                     |

## TECHNICAL ASSISTANCE AGREEMENT

Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Board of Trustees of the University of Arkansas acting for and on behalf of University of Arkansas, Fayetteville campus, 210 Administration Building, 1 University of Arkansas, Fayetteville, AR 72701 (hereinafter referred to as "University"), and the City of Fayetteville (hereinafter referred to as "City"),

### WITNESSETH:

WHEREAS, City desires to engage University to perform a Technical Assistance Project to assist with design and engineering documents for a new 1,200-foot long School Ave streetscape that creates a unique pedestrian experience, integrated with public art and mitigating impacts to downtown on-street parking facilities as described in Exhibit 1 (hereinafter referred to as "Project"); and

WHEREAS, University has personnel and facilities that would allow performance of the Technical Assistance as described in Project, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, both University and City consider it desirable and in the public interest to perform the Project;

NOW, THEREFORE, the parties agree as follows:

#### 1. Statement of Work and Services.

a. City agrees to engage the services of University as an independent contractor to perform the Project. The Project will be under the supervision of Stephen Luoni (Project Director) at University, with the assistance of appropriate associates and colleagues at University as may be required. Such Project was originally approved by University in accordance with University policy and may be subsequently amended only in accordance with University policy and the written agreement of University and City.

b. University shall commence the performance of Project promptly after the effective date of this Agreement, and shall use its best efforts to perform such Project in accordance with the terms and conditions of this Agreement.

c. In the event that the Project Director becomes unable or unwilling to continue Project and a mutually acceptable substitute is not available, and University thereby is unable to complete Project in accordance with this Agreement, City and/or University shall have the option to terminate said Project.

d. Written program reports shall be provided by University to City as mutually agreed to by the parties to this Agreement.

2. Award and Payment. City agrees to pay Sixty Thousand Dollars (\$60,000.00) on a fixed cost basis for expenses and other related costs incurred in conjunction with the Project. This cost, as shown by approximate category of expense in the attached Exhibit 1

which is attached hereto and is incorporated herein by reference, for information only, shall be payable upon receipt of invoices submitted to City by University.

3. **Basic Term.** This Agreement shall become effective September 1, 2013, and unless earlier terminated as hereinafter provided, shall expire June 30, 2015.

4. **Publicity.** University will not use the name of City or of any member of School Ave Streetscape Project staff, in any publicity, advertising, or news release without the prior written approval of City. City will not use the name of University nor any employee of University, in any publicity without the prior written approval of University.

5. **Responsibility.** The parties each agree to assume individual responsibility for the actions and omissions of their respective employees, agents and assigns in conjunction with this Project.

6. **Default and Termination.** In the event that either party to this Agreement shall be in default of any of its material obligations hereunder and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice thereof, notwithstanding anything to the contrary contained in this Agreement. Termination of this Agreement shall not affect the rights and obligations of the parties that accrued prior to the effective date of termination.

7. **Entire Agreement.** The parties acknowledge that this Agreement and the attached Exhibits hereto represent the sole and entire Agreement between the parties hereto pertaining to the Project and that such supersedes all prior Agreements, understandings, negotiations and discussions between the parties regarding the same, whether oral or written. There are no warranties, representations of other Agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto. This document supersedes any other document between the parties relating to the project.

8. **Notices.** Any notices, statements, payments, or reports required by this Agreement shall be considered given if sent by United States Certified Mail, postage prepaid and addressed as follows:

If to University: Kathy Scheibel, Assistant Director  
Research & Sponsored Programs  
University of Arkansas  
210 Administration Building, 1 University of Arkansas  
Fayetteville, AR 72701

If to City: Mayor Lioneld Jordan  
City of Fayetteville  
113 West Mountain Ave  
Fayetteville, AR 72701

9. Governing Law. This Agreement shall be governed and interpreted in accordance with the substantive laws of the State of Arkansas, without reference to its conflict of laws principles, and with applicable laws of the United States of America.

IN WITNESS WHEREOF, University and City entered into this Agreement effective as of the date first hereinabove written and have executed two (2) originals each of which are of equal dignity.

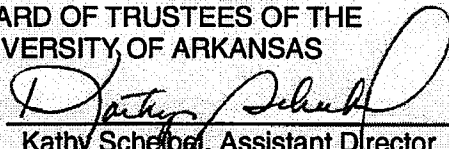
CITY OF FAYETTEVILLE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ARKANSAS

By:  \_\_\_\_\_  
Kathy Scherbel, Assistant Director

Title: Research & Sponsored Programs

Date: 8/14/13



### **Scope of Work**

- Develop artscape approach with Stacy Levy and Community By Design (civil engineer). This involves identification of potential sites for placement of art, as well development of creative strategies by which art forms and artistic expressions are manifested throughout the street corridor.
- Explore with Community By Design new right-of-way configurations for the four block segment of School Avenue connecting the Fayetteville Library with the Walton Arts Center complex. This involves coordination of sidewalk and/or ramp improvements, retaining walls, parking facilities, street furniture, surface treatments, and streetscapes including stormwater management. This is complicated by the hillside terrain and tight right-of-way widths along portions of School Avenue. Civil engineering documents will be prepared for the City for the four block segment.
- Coordinate streetscape design with planned upgrades to the Walton Arts Center, Hillcrest Towers, and new parking structure to be constructed by the City of Fayetteville.
- UACDC will prepare site plans, sections, elevations, and renderings of the proposal for fundraising to implement the proposal.

| BUDGET - University of Arkansas                                                                                                    |                    |                          |               | Date: | 7/17/2013 | Notes from RSSP: (1) Do not type in gray-shaded cells.<br>(2) Follow instructions in cells with a red corner triangle.<br>(3) Delete these notes when the budget is final. |          |          |          |            |        |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------|---------------|-------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|------------|--------|
| Proposed to (Sponsor):                                                                                                             |                    | NEA/City of Fayetteville |               |       |           |                                                                                                                                                                            |          |          |          |            |        |
| Proposed Start & End Dates:                                                                                                        |                    | 09/01/2013 - 06/30/2015  |               |       |           |                                                                                                                                                                            |          |          |          |            |        |
| UA Lead Investigator:                                                                                                              |                    | Stephen Luoni            |               |       |           |                                                                                                                                                                            |          |          |          |            |        |
| SALARIES & WAGES                                                                                                                   | Base Salary        | Type Appoint.            | PERSON-MONTHS |       |           | Yr 1                                                                                                                                                                       |          | Yr 2     |          | Cumulative |        |
|                                                                                                                                    |                    |                          | CAL           | AY    | SMR       | Sponsor                                                                                                                                                                    | U/A      | Sponsor  | U/A      | Sponsor    | U/A    |
| PI, academic or cal. year sal.                                                                                                     | \$164,833          | 12 mo.                   |               |       |           | 5,500                                                                                                                                                                      | 4,000    | 7,500    | 6,500    | 13,000     | 10,500 |
| PI, summer salary                                                                                                                  |                    |                          |               |       |           | 0                                                                                                                                                                          |          | 0        |          | 0          | 0      |
| Co-PI #1, acad. or cal. year                                                                                                       |                    | 9 mo.                    |               |       |           | 0                                                                                                                                                                          |          | 0        |          | 0          | 0      |
| Co-PI #1, summer                                                                                                                   |                    |                          |               |       |           | 0                                                                                                                                                                          |          | 0        |          | 0          | 0      |
| Co-PI #2, acad. or cal. year                                                                                                       |                    | 9 mo.                    |               |       |           | 0                                                                                                                                                                          |          | 0        |          | 0          | 0      |
| Co-PI #2, summer                                                                                                                   |                    |                          |               |       |           | 0                                                                                                                                                                          |          | 0        |          | 0          | 0      |
| Project Designer (J. Huber)                                                                                                        | \$76,035           | 12 mo.                   |               |       |           | 4,160                                                                                                                                                                      | 2,500    | 3,900    | 3,500    | 8,060      | 6,000  |
| Project Designer (C. Amos)                                                                                                         | \$42,000           | 12 mo.                   |               |       |           | 3,558                                                                                                                                                                      | 2,388    | 3,706    | 3,331    | 7,264      | 5,719  |
| Research Assistant or Tech.                                                                                                        |                    | 12 mo.                   |               |       |           | 0                                                                                                                                                                          |          | 0        |          | 0          | 0      |
| Graduate Assistant (Ph.D.)                                                                                                         |                    |                          |               | mo. @ |           | 0                                                                                                                                                                          |          | 0        |          | 0          | 0      |
| Graduate Assistant (Masters)                                                                                                       |                    |                          |               | mo. @ |           | 0                                                                                                                                                                          |          | 0        |          | 0          | 0      |
| Hourly, non-student(s)                                                                                                             |                    |                          |               | hrs @ |           | 0                                                                                                                                                                          |          | 0        |          | 0          | 0      |
| Hourly, enrolled student                                                                                                           |                    |                          |               | hrs @ |           | 0                                                                                                                                                                          |          | 0        |          | 0          | 0      |
| <b>Total S&amp;W</b>                                                                                                               |                    |                          |               |       |           | 13,218                                                                                                                                                                     | 8,888    | 15,106   | 13,331   | 28,324     | 22,219 |
| <b>FRINGE BENEFITS</b>                                                                                                             |                    |                          |               |       |           |                                                                                                                                                                            |          |          |          |            |        |
| Institutional Rate:                                                                                                                |                    |                          |               |       |           |                                                                                                                                                                            |          |          |          |            |        |
| Faculty/staff academic / calendar salary                                                                                           |                    | 27.10%                   |               |       |           | 3,582                                                                                                                                                                      | 2,409    | 4,094    | 3,613    | 7,676      | 6,021  |
| Faculty summer salary                                                                                                              |                    | 16.00%                   |               |       |           | 0                                                                                                                                                                          | 0        | 0        | 0        | 0          | 0      |
| GRA(s)                                                                                                                             |                    | 3.10%                    |               |       |           | 0                                                                                                                                                                          | 0        | 0        | 0        | 0          | 0      |
| Hourly, non-student                                                                                                                |                    | 7.30%                    |               |       |           | 0                                                                                                                                                                          | 0        | 0        | 0        | 0          | 0      |
| Hourly, enrolled student                                                                                                           |                    | 0.40%                    |               |       |           | 0                                                                                                                                                                          | 0        | 0        | 0        | 0          | 0      |
| <b>Total FB</b>                                                                                                                    |                    |                          |               |       |           | 3,582                                                                                                                                                                      | 2,409    | 4,094    | 3,613    | 7,676      | 6,021  |
| <b>Total Salaries + Benefits</b>                                                                                                   |                    |                          |               |       |           | 16,800                                                                                                                                                                     | 11,297   | 19,200   | 16,944   | 36,000     | 28,240 |
| <b>TRAVEL - Domestic</b>                                                                                                           |                    |                          |               |       |           | 0 0                                                                                                                                                                        |          |          |          |            |        |
| <b>TRAVEL - Foreign</b>                                                                                                            |                    |                          |               |       |           | 0 0                                                                                                                                                                        |          |          |          |            |        |
| <b>MATERIALS &amp; SUPPLIES (not fees or services, which are "Other")</b>                                                          |                    |                          |               |       |           | 0 0                                                                                                                                                                        |          |          |          |            |        |
| <b>JOURNAL PUBLICATION FEES</b>                                                                                                    |                    |                          |               |       |           | 0 0                                                                                                                                                                        |          |          |          |            |        |
| <b>OTHER DIRECT COSTS (Itemize by type; insert extra rows if needed.)</b>                                                          |                    |                          |               |       |           |                                                                                                                                                                            |          |          |          |            |        |
| Engineer                                                                                                                           |                    |                          |               |       |           | 12,000                                                                                                                                                                     |          |          |          | 12,000     | 0      |
| <b>Subtotal Other Direct Costs</b>                                                                                                 |                    |                          |               |       |           | 12,000                                                                                                                                                                     | 0        | 0        | 0        | 12,000     | 0      |
| <b>Modified Total Direct Costs (above subtotal costs subject to F&amp;A Cost)</b>                                                  |                    |                          |               |       |           | 28,800                                                                                                                                                                     | 11,297   | 19,200   | 16,944   | 48,000     | 28,240 |
| <b>F &amp; A COST (MTDC x RATE):</b>                                                                                               | 25%                |                          |               |       |           | 7,200                                                                                                                                                                      |          | 4,800    |          | 12,000     |        |
| <b>F &amp; A COST (UNRECOVERED):</b>                                                                                               | 0%                 |                          |               |       |           |                                                                                                                                                                            | 0        |          | 0        |            | 0      |
| <b>F &amp; A COST (COST-SHARE):</b>                                                                                                | 25%                |                          |               |       |           |                                                                                                                                                                            | 2,824    | 0        | 4,236    |            | 7,060  |
| <b>Modified Total Direct Costs (first \$25K of each subaward)</b>                                                                  |                    |                          |               |       |           | 0                                                                                                                                                                          |          | 0        |          | 0          |        |
| <b>F &amp; A COST (MTDC x RATE)SUB(S):</b>                                                                                         | 0%                 |                          |               |       |           | 0                                                                                                                                                                          |          | 0        |          | 0          |        |
| <b>(Direct Costs not subject to F&amp;A Cost, with the exception that the first \$25K of each subaward is subject to F&amp;A):</b> |                    |                          |               |       |           |                                                                                                                                                                            |          |          |          |            |        |
| GRA TUITION (estimated 10% increase/Yr)                                                                                            | # Credit Hours: 21 | Rate: \$362              |               |       |           | 0                                                                                                                                                                          |          | 0        |          | 0          | 0      |
| <b>EQUIPMENT @ &gt; \$2500 each</b>                                                                                                |                    |                          |               |       |           | 0 0                                                                                                                                                                        |          |          |          |            |        |
| <b>PARTICIPANT (TRAINEE) SUPPORT</b>                                                                                               |                    |                          |               |       |           | 0 0                                                                                                                                                                        |          |          |          |            |        |
| SUBAWARD #1, total                                                                                                                 | (Institution):     |                          |               |       |           |                                                                                                                                                                            |          |          |          | 0          | 0      |
| SUBAWARD #2, total                                                                                                                 | (Institution):     |                          |               |       |           |                                                                                                                                                                            |          |          |          | 0          | 0      |
| SUBAWARD #3, total                                                                                                                 | (Institution):     |                          |               |       |           |                                                                                                                                                                            |          |          |          | 0          | 0      |
| <b>TOTAL DIRECT COST</b>                                                                                                           |                    |                          |               |       |           | 28,800                                                                                                                                                                     | 11,297   | 19,200   | 16,944   | 48,000     | 28,240 |
| <b>TOTAL PROJECT COST</b>                                                                                                          |                    |                          |               |       |           | \$36,000                                                                                                                                                                   | \$14,121 | \$24,000 | \$21,180 | 60,000     | 35,300 |

Note: Any slight discrepancy in calculation is due to spreadsheet rounding.

\*Revised budget submitted after grant award amount announced.\*

OMB No. 3135-0112  
Expires 11/30/13

# Revised Project Budget

Rev. 7/26/12

Application # (pre-award changes): \_\_\_\_\_ or Award # (post-award changes): 13-946350

**1. Applicant (official IRS name/mailling address):**

City of Fayetteville  
113 W Mountain St  
Fayetteville, Arkansas 72701-6069

**2. Period of Support Requested**

(Use 2-digit numerals, e.g., 01/01/13 for Jan. 1, 2013):

**Starting**

9 / 1 / 13

**Ending**

7 / 31 / 15

**3. Revised Project Description.** If it is necessary to revise your project, clearly describe how the recommended grant and matching funds would be spent. Give a justification for the change (e.g., reduced amount of funding recommended as conveyed by the Endowment).

The City of Fayetteville, AR (pop. 73,000) seeks funding to design a public space and install integrated art to connect two cornerstone cultural institutions in its downtown district. The scope has been revised to limit the extent of the public art delivered by the project, due to reduced amount of funding recommended as conveyed by the Endowment. Certain matching funding sources were removed as specified by the Endowment.

**4. Project Budget Summary:**

| Amount Recommended<br>(see accompanying memo) | Plus "Total match for this project" | Must equal "Total project costs" |
|-----------------------------------------------|-------------------------------------|----------------------------------|
| \$ 100,000                                    | + \$ 100,000                        | = \$ 200,000                     |

**5. Authorizing Official** (Last, first): Jordan, Lioneld

☒ Mr. ☐ Ms.

Title: Mayor

Telephone: (479) 5758330 ext.

Fax: (479) 5758257

E-Mail: mayor@ci.fayetteville.ar.us

Date: 7 / 15 / 13

**6. Project Director** (Last, first): Pate, Jeremy

☒ Mr. ☐ Ms.

Title: Development Services Director

E-Mail: jpate@ci.fayetteville.ar.us

Telephone: (479) 5758265 ext.

Fax: (479) 5758202

## Project Budget

**Income**

**7. Total MATCH for this project.** Be as specific as possible. Asterisk (\*) those funds that are committed or secured.

| CASH (refers to the cash donations, grants, and revenues that are expected or received for this project.) | Amount |
|-----------------------------------------------------------------------------------------------------------|--------|
| Walton Family Foundation grant: Artosphere Festival FY2015                                                | 40,000 |

Total cash a. \$ 40,000

| IN-KIND (these same items also must be listed as direct costs under "Expenses" below.) | Amount |
|----------------------------------------------------------------------------------------|--------|
| Artosphere FY14 and FY156 personnel, production, and admin                             | 20,000 |
| City of Fayetteville: personnel                                                        | 4,700  |
| Design consultant: UACDC personnel                                                     | 35,300 |
| Total in-kind b. \$                                                                    | 60,000 |

Total MATCH for this project (a. + b.) \$ 100,000

# Revised Project Budget

## Expenses

### 8. Direct costs: SALARIES AND WAGES (Do not include salaries associated with fund raising.)

| Title and/or type of personnel                          | Number of personnel | Annual or average salary range | % of time devoted to this project | Amount |
|---------------------------------------------------------|---------------------|--------------------------------|-----------------------------------|--------|
| Project director                                        | 1                   | 94628                          | 1.23                              | 910    |
| Staff engineers                                         | 3                   | 83556                          | 0.87                              | 1,707  |
| Current planner                                         | 1                   | 52872                          | 0.9                               | 356    |
| Other                                                   | 2                   | 52141                          | 0.58                              | 606    |
| Total salaries and wages a. \$                          |                     |                                |                                   | 3,579  |
| Fringe benefits                                         |                     |                                |                                   |        |
| Total fringe benefits b. \$                             |                     |                                |                                   | 1,121  |
| Total salaries, wages, and fringe benefits (a. + b.) \$ |                     |                                |                                   | 4,700  |

### 9. Direct costs: TRAVEL (Include subsistence.)

| # of travelers  | From                             | To                     | Amount |
|-----------------|----------------------------------|------------------------|--------|
| 1               | 3 design trips from Pennsylvania | Fayetteville, Arkansas | 3,000  |
| 1               | 3 implementation trips from PA   | Fayetteville, Arkansas | 3,000  |
| Total travel \$ |                                  |                        | 6,000  |

### 10. Direct costs: OTHER EXPENSES (such as consultant and artist fees, contractual services, telephone, utilities, photocopying, postage, supplies and materials, publication, distribution, transportation of items other than personnel, rental of space or equipment, etc.)

|                                                                                  | Amount |
|----------------------------------------------------------------------------------|--------|
| Art: design fee                                                                  | 22,000 |
| Art: labor and materials                                                         | 52,000 |
| Artosphere Festival coordination: site-specific costs, personnel, administration | 20,000 |
| Streetscape: design and engineering consultant                                   | 95,300 |

Total other expenses \$ 189,300

11. Total DIRECT COSTS (8.+9.+10.) \$ 200,000

### 12. INDIRECT COSTS (if applicable. Include a copy of federal indirect cost rate agreement):

Federal Agency:                      Rate (%)                      x Base                      = \$

13. TOTAL PROJECT COSTS (11. + 12.) \$ 200,000

## City of Fayetteville Staff Review Form

National Endowment for the Arts  
NEA Our Town Grant  
Grant App.City Council Agenda Items  
and  
Contracts, Leases or Agreements\_\_\_\_\_  
Mayor's Signature\_\_\_\_\_  
City Council Meeting Date  
Agenda Items Only\_\_\_\_\_  
Jeremy Pate  
Submitted By\_\_\_\_\_  
Development Services  
Division\_\_\_\_\_  
Development Services  
Department

## Action Required:

A request to submit an application for the National Endowment for the Arts Our Town Grant, a partnership with the Walton Arts Center and University of Arkansas Community Design Center, entitled School Avenue Artscape.

|                               |                                       |                                          |
|-------------------------------|---------------------------------------|------------------------------------------|
| _____<br>Cost of this request | \$ _____<br>Category / Project Budget | _____<br>Program Category / Project Name |
| _____<br>Account Number       | \$ _____<br>Funds Used to Date        | _____<br>Program / Project Category Name |
| _____<br>Project Number       | \$ _____<br>Remaining Balance         | _____<br>Fund Name                       |

Budgeted Item ☐Budget Adjustment Attached ☐

\_\_\_\_\_  
Department Director

01-10-2013  
Date

Previous Ordinance or Resolution # \_\_\_\_\_

\_\_\_\_\_  
City Attorney

1-10-13  
Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Paul A. Buler  
Finance and Internal Services Director

1-10-2013  
Date

Received in City Clerk's Office 01-10-13 P12:15 RCVD

\_\_\_\_\_  
Chief of Staff

1-10-13  
Date

Received in  
Mayor's Office

\_\_\_\_\_  
Mayor

1/11/13  
Date



Comments:



## **Development Services Memo**

**To:** Mayor Jordan

**Thru:** Don Marr, Chief of Staff

**From:** Jeremy Pate, Development Services Director

**Date:** January 10, 2013

**Subject:** NEA Our Town Grant application – School Street Artscape

### **BACKGROUND**

Alderman Matthew Petty has coordinated submittal of a grant application on behalf of the City of Fayetteville to the National Endowment for the Arts, for an Our Town Grant, in a partnership between the City of Fayetteville and the Walton Arts Center. This project has been discussed in the past few weeks with Mayor Jordan, Chief of Staff Don Marr, Finance Director Paul Becker and Development Services Director Jeremy Pate. Mr. Petty is currently working with the University of Arkansas Community Design Center, which is anticipated to conduct much of the concept design work on the project. The City of Fayetteville is the lead applicant for the grant, with Jeremy Pate appointed as Project Director. Jeremy will be the primary city liaison related to the project, and will work with the Finance Department on all federal reporting and compliance requirements related to the grant.

The project is described in summary within the attached grant application. It consists of a \$200,000 grant proposal to create a public space design on School Avenue, between the Fayetteville Public Library and the Walton Arts Center, featuring public art. If awarded, the grant will fund design of the streetscape and the integration of ecologically-themed public art which will be integrated with the new street and Low Impact Development stormwater facilities.

This item is being routed at the request of Mayor Jordan, to ensure all parties are aware of the grant application. If awarded, the grant must be accepted by the City Council in order to become official.

Timeliness of review is critical; the application is due on Monday, January 14.

*\*Referred to submit on Friday morning, the 11th.*

### **BUDGET IMPACT**

In-kind match of approximately \$4700 from city staff review time



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

ADMINISTRATION

113 West Mountain

Fayetteville, AR 72701

P (479) 575-8330 F (479) 575-8257

January 8, 2013

To the National Endowment of the Arts, Our Town Panel:

**Re: School Ave Artscape: Integrating Art, Landscape, and Sustainability**

On behalf of the citizens of the City of Fayetteville, I would like to thank you for considering our city for an *Our Town* award. Our proposal to design a new streetscape with integrated art for School Ave was carefully chosen to meet the livability goals of the Arts Endowment. Our partners, the University of Arkansas Community Design Center, the Walton Arts Center, and artist Stacy Levy are nationally - if not internationally - recognized in their respective fields.

The proposed *School Ave Artscape: Integrating Art, Landscape, and Sustainability* will go beyond an engineering-driven solution to merely build new sidewalks and will create a new identity for School Ave, one that leverages art to promote greater pedestrian activity. Our Arts Council Action Plan, adopted in December 2009, listed the incorporation of functional art into municipal infrastructure as its first goal, and I believe this public investment combining art and infrastructure will incent private investment in quality, mixed-use infill development. This project will enable the public, elected and appointed officials and staff to contemplate how we want our cultural arts district to grow in the future and what policies will help us reach that vision.

If you need further information or have additional questions, please contact my office at 479-575-8330. We appreciate the opportunity to work with the National Endowment for the Arts on this important initiative to help create innovative urban design solutions to enhance our city.

In the City of Fayetteville, our Mayor is the highest ranking government official. This letter designates this project as the City of Fayetteville's submission for an *Our Town* award.

Sincerely,

Lioneld Jordan  
Mayor



Walton Arts Center  
life is sweet

January 9, 2013

Dear Panel Members:

It is my pleasure, on behalf of Walton Arts Center's Board and staff, to thank you for considering Fayetteville as a recipient of an Our Town grant as requested by the City of Fayetteville. The proposed project, *School Ave Artscape: Integrating Art, Landscape, and Sustainability* supports both the city's and Walton Arts Center's vision for a beautiful, arts-rich, environmentally friendly community space. It will be a much needed enhancement to the streetscape of Fayetteville's cultural district, and Walton Arts Center is thrilled to be one of several community entities engaged in such a worthwhile project.

In 2010 Walton Arts Center launched the first arts and nature festival in Arkansas. Artosphere, conceived to celebrate artists, the natural world and sustainable living, is a regional performing and visual arts festival taking place in May and June each year. The Festival features the acclaimed Artosphere Festival Orchestra under the baton of Corrado Rovaris, the signature Trail Mix Concert Tours, children's theater, modern dance, visual arts exhibits and public art installations in parks, chapels, trails and other venues throughout the Northwest Arkansas region. Most events are offered free of charge and more than 20,000 community members attend each year. It is during Artosphere 2010 that we began working with this project's featured artist Stacy Levy. Her inspiring installation of our region's Beaver Lake shoreline was the highlight of the festival's *Beyond Sublime* visual arts exhibition.

I share this program with you because Artosphere, along with an organization-wide commitment to sustainability, energy saving and resource-use reduction, are indicative of the importance the Walton Arts Center places on the confluence of arts, sustainability and community. This project furthers that belief along with our commitment to artistic excellence and community leadership. We are happy to pledge personnel, time and a financial commitment of \$160,000 in matching funds to advance our vision and practices and support the success of this project.

If you need further information or have additional questions, please contact my office at 479-571-2770. We are looking forward to the opportunity to work with the National Endowment for the Arts to create innovative urban design solutions that demonstrate how the arts strengthen our communities.

Sincerely,

Peter B. Lane  
President/CEO

P.O. Box 3547  
Fayetteville, AR 72702

phone // 479.443.9216  
fax // 479.443.6461

info@waltonartscenter.org  
www.waltonartscenter.org







104 North East Avenue  
Fayetteville, AR 72701  
phone 479-575-5772  
fax 479-575-7045

<http://uacdc.uark.edu>

outreach center of the  
school of architecture

January 8, 2013

To the National Endowment of the Arts, Our Town Panel:

**Re: School Ave Artscape: Integrating Art, Landscape, and Sustainability**

On behalf of the University of Arkansas Community Design Center, I would like to thank you for considering the City of Fayetteville as the recipient of an Our Town grant. I believe this project will complement and enhance the City of Fayetteville's developed master plans.

The proposed project, *School Ave Artscape: Integrating Art, Landscape, and Sustainability*, will enable the public, elected and appointed officials and staff to contemplate how the City's relationship to art and artists can be showcased within street rights-of-way. As a partner, UACDC has committed \$35,300 in matching support toward the project's success.

If you need further information or have additional questions, please contact my office at 479-575-5772. We appreciate the opportunity to work with the National Endowment for the Arts on this important initiative to help create innovative urban design solutions that demonstrate how the arts strengthen our communities.

Sincerely,

Stephen Luoni, Director  
Steven L. Anderson Chair in Architecture and Urban Studies



576 Upper Georges Valley Road  
Spring Mills, PA 16875  
814-360-4346 | [stacy@stacylevy.com](mailto:stacy@stacylevy.com)

January 8, 2013

To the National Endowment of the Arts, Our Town panel:

**Re: School Ave Artscape: Integrating Art, Landscape, and Sustainability**

I would like to thank you for considering the City of Fayetteville as the recipient of an Our Town grant. As the artist selected for the project, I am excited to work with the University of Arkansas Community Design Center and the City of Fayetteville to design a streetscape that tells an ecological story. I work extensively with municipalities, engineers, architects, and landscape architects on most of my sites. I try to design a project so that the site tells the ecological story of itself. I like to explore the idea of nature in the city and make it visible to people, and I look for sites which give me the opportunity to bring the patterns and processes of the natural world into the built environment.

If you need further information or have additional questions, please contact me at 814-360-4346.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Stacy Levy'. The signature is written in a cursive, flowing style.

Stacy Levy  
Artist

**NEA Application****Consortium Partner Information**

(For official Consortium Applications only)

Read the  
instructions for  
this form before  
you start.OMB No. 3135-0112  
Expires 11/30/2013

To be completed only by the one primary consortium partner and included in the application package.

---

**Lead Applicant for Consortium**  
(official IRS name): **City of Fayetteville**

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**Primary Consortium Partner's IRS name:** **Walton Arts Center Council, Inc.**

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**Popular name (if different):** **Walton Arts Center**

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**Primary Consortium Partner's Authorizing Official**      ☒ Mr. ☐ Ms.      First: **Peter B.**      Last: **Lane**

---

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**Email Address:** **plane@waltonartscenter.org**

---

---

**Address:** **PO Box 3547**

---

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**City/State/Zip Code (9-digit number):** **Fayetteville, AR 72702-5134**

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**Consortium Partner's Taxpayer ID Number (9-digit number):** **71 - 0647212**

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**Web Address:** **http:// www.waltonartscenter.org**

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**Contact:**      ☐ Mr. ☒ Ms.      First: **Jenni Taylor**      Last: **Swain**

---

**Title:** **VP, Programs****E-mail:** **JTSwain@waltonartscenter.org****Telephone:** **(479) 571-2771**      ext.      **Fax:** **(479) 443-6461**

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**Organization's Total Operating Expenses** for the most recently completed fiscal year (unaudited figures are acceptable):      \$ **9,755,124**

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**Mission/purpose of your organization:**

Walton Arts Center brings great performing artists and entertainers from around the world to Northwest Arkansas, connecting and engaging people through inspiring arts experiences.

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**Briefly describe your organization's involvement in planning and executing the consortium project including programming, management, finances, and any responsibilities for matching the Arts Endowment's grant. Be specific; do not provide a general statement of support for the project. Use this space only.**

Walton Arts Center's involvement with this project includes providing guidance to the artistic direction, selection of project artist(s), communication, scheduling and coordination during the project period with artist(s). WAC will lend its experience as a partner and collaborator in working with integrated arts projects, including project management, volunteer involvement and coordination and communicating the project to public. WAC will provide matching funds.

# University of Arkansas, Programmatic Activities List

## UACDC Programmatic Activities List

| <u>Title of Project/Funding Agency</u>                                                                                                                                                                                                                                                                                                                                                                   | <u>Funding</u>                                                                        | <u>Awards</u>                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| UACDC Programs<br>Stephen Luoni Director                                                                                                                                                                                                                                                                                                                                                                 |                                                                                       | 2012 USA Ford Fellow<br>2010 AIA Honor/Education<br>2010 McIntosh Faculty Award<br>2010 Sierra Club Award/Advocacy<br>2009 Fayetteville Chamber Award<br>2009 USGBC Award/Education |
| <b>2012-2015</b>                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                       |                                                                                                                                                                                     |
| Initiation of Watershed Management Plan for Little Creek-Palarm Creek Sub-Watershed/<br>U.S. Environmental Protection Agency and Arkansas Natural Resources Commission                                                                                                                                                                                                                                   | \$498,000                                                                             |                                                                                                                                                                                     |
| <b>2011-2012</b>                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                       |                                                                                                                                                                                     |
| Creative Corridor for Little Rock, Arkansas/<br><b>National Endowment for the Arts</b>                                                                                                                                                                                                                                                                                                                   | \$50,000                                                                              | 2012 WAN Regeneration Finalist                                                                                                                                                      |
| Revitalization Plan for Pettaway Neighborhood, Little Rock, AR/<br><b>National Endowment for the Arts</b>                                                                                                                                                                                                                                                                                                | \$30,000                                                                              | 2013 AIA Honor/Urban Design<br>2012-2013 ASCA/AIA Housing/Education<br>2012 American Architecture Award<br>2011 Residential Architect/Design                                        |
| 2030 Scenario Plans for Fayetteville, AR<br><b>National Endowment for the Arts</b>                                                                                                                                                                                                                                                                                                                       | \$20,000                                                                              | 2012 WAF Future Masterplanning Finalist<br>2012 CNU Honorable Mention<br>2012 AIA Honor/Urban Design<br>2011 WAN Urban Design Finalist                                              |
| <b>2010-2011</b>                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                       |                                                                                                                                                                                     |
| <i>Low Impact Development: a design manual for urban areas/</i><br>U.S. Environmental Protection Agency and Arkansas Natural Resources Commission<br>Arkansas Forestry Commission<br>U.S. Green Building Council (AR Chapter)<br>Beaver Water District<br>Ozarks Water Watch<br>Upper White River Basin Foundation<br>National Center for Appropriate Technology<br>Illinois River Watershed Partnership | \$10,000<br>\$5,000<br>\$2,500<br>\$2,500<br>\$2,500<br>\$2,500<br>\$2,500<br>\$5,000 | 2011-2012 ACSA Collaborative Practice<br>2011 EDRA Places Award Finalist<br>2011 ASLA Award/Communications<br>2011 AIA Honor/Urban Design<br>2010 Arkansas APA/Planning             |
| Ralph Bunche Agape Neighborhood Vision Plan/<br>Central Arkansas Development Council: Benton, AR                                                                                                                                                                                                                                                                                                         | \$15,900                                                                              | 2011 Residential Architect/Design                                                                                                                                                   |
| Townscape Plan for City of Farmington, AR/<br><b>National Endowment for the Arts</b>                                                                                                                                                                                                                                                                                                                     | \$10,000<br>\$20,000                                                                  | 2012 American Architecture Award<br>2011 AIA Honor/Urban Design                                                                                                                     |

# University of Arkansas, Programmatic Activities List

2010 Arkansas APA/Design  
2010 BSA/Design

Public Xeriscape Garden Design for Fayetteville, AR \$22,000  
Wastewater Treatment Plants/  
CH2MHILL

## 2009-2010

American Recovery and Reinvestment Act/ \$50,000  
National Endowment for the Arts

## 2007-2010

Low Impact Residential Development/ \$468,000 2011-2012 ACSA/Collaborative Practice  
U.S. Environmental Protection Agency and Arkansas 2010 AIA Honor/Education  
Natural Resources Commission 2010 Residential Architect/Design  
2009 American Architecture Award  
2009 56<sup>th</sup> Progressive Architecture  
2009 AIA Honor/Design

## Walton Arts Center Programmatic Activities List

| Title/ Artist(s)                                                                                                           | Location                                  | Attendance/<br>% Capacity | Artist<br>Fees |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------|----------------|
| <b>2009-2010</b>                                                                                                           |                                           |                           |                |
| <i>Beyond Sublime: Changing Nature</i> – Eric Aho, Emmet Gowin, Stacy Levy, Eileen Neff, Paula Winokur                     | WAC                                       | 1192, N/A                 | \$35,000       |
| Mary Oliver Lecture                                                                                                        | WAC                                       | 489, 40.7%                | \$20,000       |
| <b>2010-2011</b>                                                                                                           |                                           |                           |                |
| <i>Silent Poems</i> , Anita Huffington                                                                                     | WAC                                       | 4000, N/A                 | \$3000         |
| <i>Watermarks</i> , Bethany Springer                                                                                       | WAC                                       | 4000, N/A                 | \$3,000        |
| <i>Garden as Muse</i> - Syd Carpenter, Markus Baenziger, Sally Apfelbaum, Sarah McEneaney and Lois Dodd                    | WAC                                       | 5000, N/A                 | \$37,000       |
| <i>Out and About</i> : Rani Arbo and Daisy Mayhem; workshops and performances                                              | WAC, Crystal Bridges Museum, Area Schools | 902, N/A                  | \$12,000       |
| Trail Mix Concert Tour featuring:<br>Hot Club of Hog Town, ArkanSalsa, Razia Said, Annie Hickman's <i>Weaving the Wild</i> | Lake Fayetteville Trail                   | 600, N/A                  | \$27,700       |
| Artosphere Festival Orchestra with Maestro Corrado Rovaris                                                                 | WAC                                       | 1,147, 95%<br>1,189, 99%  | \$158,671      |
| Tom Chapin                                                                                                                 | Bentonville Town Square                   | 1,800, N/A                | \$3,600        |
| <b>2011-2012</b>                                                                                                           |                                           |                           |                |
| <i>Then &amp; Now</i> , Leon Niehues                                                                                       | WAC                                       | 5000, N/A                 | \$3000         |

University of Arkansas, Programmatic Activities List

|                                                                                                                                                                                                         |                                                  |              |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------|----------|
| Made in the USA, Jeannie Hulen                                                                                                                                                                          | WAC                                              | 3000, N/A    | \$3000   |
| <i>Structuring Nature</i> , Orit Hofshi, Andrew Moore, Serena Perrone, Ben Peterson and Randall Exon                                                                                                    | WAC                                              | 5000, N/A    | \$40,000 |
| Trail Mix Concert Tour - featuring Annie Hickman's <i>Weaving the Wild</i> , Lucky Peterson, Pine Leaf Boys, Bruce Barth and the Grateful Jazz Project, NewFound Road, The Old '78s and Trio DeJaneiro. | Crystal Bridges Museum & Lake Fayetteville Trail | 1,050, N/A   | \$27,000 |
| Massey Burke Residency & <i>Karst</i> Installation                                                                                                                                                      | WAC                                              | 1000+, N/A   | \$4,000  |
| Diavolo Dance Theatre - Performances & Master Classes                                                                                                                                                   | WAC                                              | 3344, 62%    | \$34,000 |
| Polyglot Theatre's <i>We Built this City</i>                                                                                                                                                            | WAC                                              | 798, 73%     | \$23,500 |
| <i>Out of the Woodwork</i> , Patrick Dougherty - residency & installation                                                                                                                               | WAC                                              | 40,000+, N/A | \$31,000 |

**City of Fayetteville Programmatic Activities List**

2010

- Block Avenue Design/Construction – street featuring Low Impact Development stormwater facilities
- Low Impact Development ordinance adopted
- Cottage Housing Ordinance: design standards for small-footprint attainable housing
- Multi-use Trails - Mud Creek extension, Bryce Davis, Frisco (Maple to Spring), Oak Ridge,
- Awarded Bronze Bicycle Friendly Community status
- Urban Residential Design Standards for multi-family development, requiring a more urban form

2011

- City Plan 2030 – comprehensive land use plan, **recipient of CNU Charter Award**
- Master Transportation Plan – updated with context-sensitive street cross-sections
- Streamside Protection Ordinance adopted
- Fayette Junction Master Plan rezoning - rezoned 225 acres to form-based districts
- Trails: Oak Ridge, Meadow Valley Trail

2012

- Wedington Corridor Plan
- Sidewalk Enhancement project for Mountain Street, Center Street and College Avenue
- Regional Wayfinding Sign Program
- Adoption of IECC energy codes
- Flyover Design
- Mixed-use Trails: Meadow Valley Trail, Lake Fayetteville Trail, Clear Creek Trail; secured \$350,000 in grant funding for trails
- North Street Recycling Facility Design

2013 (planned)

- Update to Commercial Design Standards to require commercial developments use an urban form
- Mixed-use Trails: Lake Fayetteville, Town Branch Trail, Frisco Trail South extension, Tsa La Gi; over 4 miles planned to be constructed, over \$4 million in grant funding
- Local foods/urban agricultural policy and ordinance updates
- Renovation of Historic Maple and Lafayette Bridges design

## **National Environmental Policy Act and/or National Historic Preservation Act Documentation**

The activities of this project will take place only within the existing street-right-of-way. All adjacent properties will be preserved in their current state. No landmarked properties exist adjacent to the project area and the project does not take place in a sensitive environmental area.

The State of Arkansas does not require a historic preservation or environmental review for this project.

## **City of Fayetteville, Arkansas Overview**

Incorporated 1828. Mission: To protect and improve our quality of life by listening to and serving the people with pride and fairness.

Fayetteville is a college town with a population of 75,000 and the region has a population of approximately 520,000. The population of Fayetteville is expected to grow by 50,000 residents by 2030. The city is 84.8% white, 6% African American, 3.1% Asian, 1.1% Native American, and 6% of other or mixed race. 42.6% of adults hold a bachelor's degree or higher. The median household income is \$34,393.

Previous activities relevant to the project include the Downtown Master Plan and City Plan 2030, recognized with a Congress for the New Urbanism Charter Award. Other work includes the Fayette Junction Master Plan, a transit-oriented development plan, and the recently completed Wedington Corridor Master Plan.

The City makes routine use of citizen surveys and design charrettes to reach a broad segment of the population. A large portion of the City's Community Development Block Grant funding goes to its Housing Rehabilitation program, which rehabilitates and repairs the homes of low-income families. The City also supports a transit program for the disabled.

## **Walton Arts Center (WAC) Overview**

Incorporated: 1986. Mission: To bring great performing artists and entertainers from around the world to Northwest Arkansas, connecting people through inspiring arts experiences.

WAC presents a variety of acclaimed musical theater, dance, world arts, comedy, jazz, visual arts, opera, symphonic and popular music performances. Attendance in 2012 topped 240,000, including 50,000 students and teachers. WAC hosts four resident arts organizations and provides performance space for the University of Arkansas, regional choirs and dance academies and meeting and event space for community access.

WAC has a successful history of partnering with artists to create work that enhances our community. Commissioned works include: Intermission by Ken Stout, a 9' x 50' mural incorporated as a permanent feature of the building during WAC's construction in 1992; I-540 Flowers (2007) by Lee Littlefield, 20 colorful 15' to 30' floral and vegetal sculptures sited along the region's I-540 Interstate; Slow Dancing (2008) by David Michalek, an outdoor video installation of larger-than-life, hyper-slow-motion video portraits of dance artists; and Out of the Woodwork, by Patrick Dougherty. As part of WAC's 2012 Artosphere: Arkansas' Arts & Nature Festival, the site-specific cluster of seven 30' tall "dramatic figures" was created using locally harvested saplings.

Efforts to reach audiences hindered by financial access include discounted school matinee tickets, fully subsidized in-school residencies, bussing subsidies for area schools, and a free seat program for underserved community members.



a) **Major project activities.** The City of Fayetteville, AR (pop. 73,000) seeks funding to design a public space with integrated art to connect two cornerstone cultural institutions in downtown Fayetteville. Fayetteville Public Library (FPL), Library Journal's 2005 Library of the Year, and Walton Arts Center (WAC), a regional performing and visual arts center, are located on School Ave. This serves as the primary entrance for visitors to downtown. The institutions are separated by a mere three blocks, but there is no contiguous sidewalk connecting the two. Land use is auto-dominated but ripe with opportunity for further urban infill. This request is part of a larger initiative to retrofit School Ave as a pedestrian-oriented, *Complete Street* featuring public art. If awarded, this grant will fund design of the streetscape and the integration of ecologically-themed public art which will be integrated with new street and Low Impact Development stormwater facilities.

Design consultant for this project is the University of Arkansas Community Design Center (UACDC), selected for its internationally-recognized urban designs emphasizing livability and Low Impact Development principles. UACDC will provide the City with design and engineering documents for a new 1,200-foot long School Ave streetscape that creates a unique pedestrian experience, integrated with public art and mitigating impacts to downtown on-street parking facilities. UACDC's work will begin in September 2013 and will be presented in March 2014.

WAC is the City's primary partner for this grant, selected to leverage the success of their annual performance and visual arts festival, Artosphere, a multi-month festival which emphasizes the connections between art, nature, and sustainability using indoor and outdoor performances and exhibits. Artosphere 2010 and 2013 were partially funded by NEA grants. WAC is providing matching funds for the procurement of public art and will provide guidance to the artistic direction of the project. The art will be unveiled during their 2015 Artosphere festival, which takes place in May and June. The three-block public space complements the \$20 million in architectural and urban design improvements to the WAC main facility scheduled over the next two years.

WAC has selected Stacy Levy as artist for this project. Trained as a forester and sculptor, Ms. Levy's projects are sites which tell ecological stories. She works extensively with municipalities, engineers, architects, and urban design professionals to develop spaces that translate the patterns and processes of the natural world into the language of human understanding, blurring the boundaries between nature and urbanity. She often works with drainage infrastructure to create artful rainwater interventions that treat stormwater and make the watershed more visible.

As part of a larger initiative to improve downtown walkability, the City's Street Committee will consider the allocation of city revenues for construction of UACDC's streetscape design in the latter half of 2014.

b) **Goals and impact.** This project will serve as an example to other communities of a properly-located livability project that links public housing, cultural institutions, an entertainment district, and under-developed land.

The first goal is to frame further urban development with an arts-based civic infrastructure between two of Fayetteville's most important cultural institutions. Bookended by FPL and WAC,

the project area contains a recently completed \$1.5 million facility for local NPR affiliate KUAF Public Radio. The space is also home to the City's largest public housing project, the 120-unit Hillcrest Towers Senior Center, whose residents currently have no ADA-compliant route to access FPL, WAC, or the rest of the entertainment district in this hilltown. A shared streetscape negotiating a challenging topography will directly impact their quality of life as well as others' who live, work, and play downtown.

The second goal is to convey an ecological story through the integration of public art with street and stormwater facilities. A comprehensible visual metaphor for otherwise invisible natural processes, such as the spiraling hydrological patterns of an underground stream, will encourage new pedestrian activity on School Avenue and raise the ecological literacy of downtown patrons.

c) **Outcome(s) and Measurements.** This project goes beyond simple sidewalk construction and traffic calming to create a unique identity for School Avenue - one which leverages art to reward greater pedestrian activity. The City believes that the incorporation of functional art into municipal infrastructure will incent quality mixed-development from the private sector. The City document public meetings and conduct surveys of downtown patrons and residents to determine the success of the project.

d) **Budget.** City of Fayetteville seeks \$200,000 to be itemized as follows: \$140,000 for artist fees and materials and \$60,000 for design consultant fees.

Matches totaling \$200,000 will be provided by City of Fayetteville, UACDC, and WAC. They are:

- WAC: \$80,000 for artist fees; \$25,000 for site-specific project costs.  
In-kind: \$15,000 of personnel time and \$20,000 for design of upcoming building renovation anchoring the project area; \$20,000 for space; personnel, production, and administrative costs for Artosphere Festival Visual Arts Component; \$15,000 personnel time for upcoming building renovation.
- UACDC: \$35,300 for personnel time
- City: \$4,700 for personnel time for engineering, fire safety, and regulatory reviews

e) **Schedule.**

- *Jul 2013:* Funding allocation for streetscape construction (not included in project budget).
- *Sep 1, 2013:* UACDC design work commences.
- *Mar/Apr 2014:* Presentation of design and artistic concepts to governing body.
- *Q3/Q4 2014:* Streetscape construction (not included in the project budget).
- *Q3 2014 - Q1 2015:* Artistic concepts finalized. Creation of art.
- *Q2 2015:* Art installed and unveiled.

f) **Partners, key organizations, individuals (All are committed)**

- City of Fayetteville: The City has regulatory oversight of street design and will provide in-kind matches involving staff services. The City and WAC have a long history of collaboration dating back to the founding of WAC in 1992. The City is currently in the design phase for a mixed-use parking structure located on the WAC campus, which will serve as an anchor for UACDC's streetscape design.

- Walton Arts Center, a performing and visual arts center: The WAC campus anchors the planning area and is currently in the design phase of a major \$20 million renovation to its lobbies, theatres, back-of-house, and administrative offices. School Ave is WAC's main entrance. WAC's annual, multi-month Artosphere festival and its Trail Mix concert series has become nationally known in only four seasons and received NEA funding twice.
- University of Arkansas, Fayetteville: UACDC staff (including a landscape architect and a civil engineer) will work with the City and artist Stacy Levy to design a new streetscape. UACDC and the City have been partners on NEA and EPA grants, including development of codes permitted Low Impact Development (ecologically-based stormwater management) in public rights-of-way, one of a few cities nationally to do so.
- Stacy Levy, artist: Ms. Levy will work with UACDC to integrate public art within the streetscape design and will coordinate with WAC and the City to install and unveil her creation during Artosphere 2015.

g) **Target community.** This project serves two communities. First is the City of Fayetteville, for which the grant provides design services otherwise unavailable to a small planning department with limited resources. The second audience is downtown patrons, a diverse community composed of all ages and incomes. Combined, FPL and WAC serve more than 500,000 people annually, of which more than 90,000 are children from school districts in the region.

h) **Plans for promoting and publicizing.** The City-WAC partnership has been an important development force in Fayetteville. Expanding upon prior partnerships, public hearings for this project will once again feature the partnership's contributions. The City's Street Committee, planning staff, and WAC's development team will use the plan to secure investments. UACDC will produce a project portfolio for state and national distribution. The project will be posted on the websites of the UACDC and City of Fayetteville, and will be submitted to design publications, as UACDC does with all of its work. The plan will be incorporated into Fayetteville's Downtown Master Plan.

i) **Plans for documenting and evaluating.** The plan is part of an ongoing effort to develop public assets downtown in a manner consistent with Fayetteville's award-winning 2030 Plan for compact town development. The planning process will meet the City's well-known tradition of public participation, deliberation, and publication.

j) **Accessibility.** The project will be published electronically in conformance with federal, state, and University of Arkansas guidelines for accessibility.



## Watermap

Fannie Cox Center for Science, Math, and Technology, Wynwood, Pennsylvania: This outdoor classroom and gathering space contains two views of the local watershed: a miniaturized aerial view of the waterways and greatly enlarged views of the microscopic life forms which inhabit them.

Stacy Levy 2003





## Lotic Meander

Ontario Science Centre, Toronto, Ontario, Canada: Another example of art as civic infrastructure, Lotic Meander depicts the sedimentary deposits and hydrological patterns water makes as it moves through a stream bed.

Stacy Levy 2006





## Cornerstones

Eastlake Avenue, Seattle, Washington: Integrating art with infrastructure, these cornerstones feature images sandblasted into local sandstone of microorganisms found in Lake Union and along its shores, located just four blocks from the installation, and along its shores.

Stacy Levy 1997







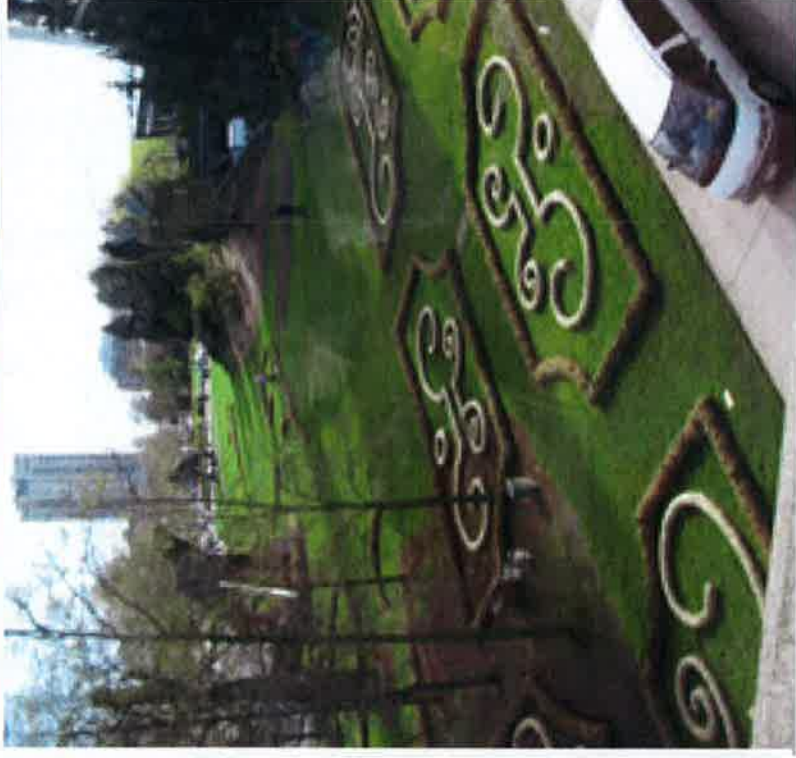


### **Thomas Road Crossing**

Indian Bend Wash, Scottsdale, Arizona: This corridor crossing evokes the flow of the park below and traffic above, giving a visual experience to all modes of neighborhood transportation.

Stacy Levy 2013

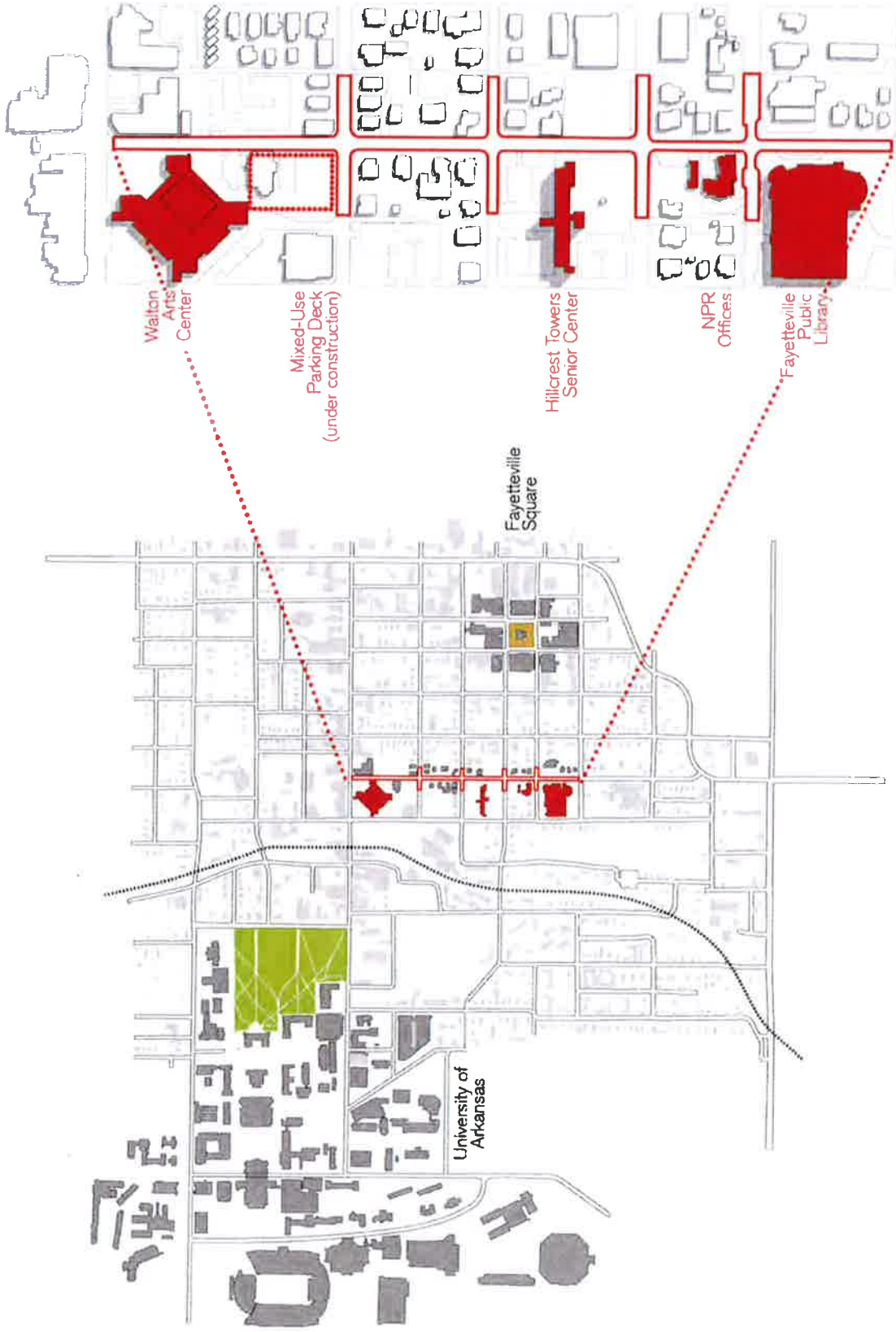




## Straw Garden

Space Needle, Seattle, Washington: Straw Garden uses modern landscape restoration materials in a baroque garden configuration relying on views from within the garden and high above in the manor house; the work will have a second life as a plant source when it is disseminated to community gardens throughout Seattle.

Stacy Levy 2012



**Downtown Fayetteville, Arkansas**

**School Avenue**

### **School Avenue Artscape: Fayetteville, Arkansas**

*School Avenue Artscape* will serve as an example to other communities of a livability project that links public housing, cultural institutions, an entertainment district, and under-developed land through arts-based infrastructure.

University of Arkansas Community Design Center + Stacy Levy + Walton Arts Center + City of Fayetteville



## TECHNICAL ASSISTANCE AGREEMENT

Agreement, made this 16<sup>th</sup> day of August, ~~2014~~ <sup>2013</sup>, by and between the Walton Arts Center Council acting for and on behalf of Walton Arts Center, 229 N. School Ave, Fayetteville, AR 72701 (hereinafter referred to as "WAC"), and City of Fayetteville (hereinafter referred to as "City"),

### WITNESSETH:

WHEREAS, City of Fayetteville desires to engage WAC to perform a Technical Assistance Project to assist with public art design, construction, and installation for a new 1,200 foot long School Ave streetscape that creates a unique pedestrian experience, as described in Exhibit 1 (hereinafter referred to as "Project"); and

WHEREAS, WAC has personnel and facilities that would allow performance of the Technical Assistance entitled as described in Project, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, both WAC and City consider it desirable and in the public interest to perform the Project;

NOW, THEREFORE, the parties agree as follows:

#### 1. Statement of Work and Services.

a. City agrees to engage the services of WAC as an independent contractor to perform the Project. The Project will be under the supervision of Jenni Swain (Project Director) at WAC, with the assistance of appropriate associates and colleagues at WAC as may be required. Such Project was originally approved by WAC in accordance with WAC policy and may be subsequently amended only in accordance with WAC policy and the written agreement of WAC and City.

b. WAC shall commence the performance of Project promptly after the effective date of this Agreement, and shall use its best efforts to perform such Project in accordance with the terms and conditions of this Agreement.

c. In the event that the Project Director becomes unable or unwilling to continue Project and a mutually acceptable substitute is not available, and WAC thereby is unable to complete Project in accordance with this Agreement, City and/or WAC shall have the option to terminate said Project.

d. Written program reports shall be provided by WAC to City as mutually agreed to by the parties to this Agreement.

2. Award and Payment. City agrees to pay forty thousand and NO/100 Dollars (\$40,000.00) on a fixed cost basis for expenses and other related costs incurred in conjunction with the Project. This cost, as shown by approximate category of expense in the attached Exhibit I which is attached hereto and is incorporated herein by reference, for information only, shall be payable upon receipt of invoices submitted to City by WAC.



3. Basic Term. This Agreement shall become effective September 1, 2013, and unless earlier terminated as hereinafter provided, shall expire June 30, 2015.

4. Publicity. WAC will not use the name of City or of any member of City Project staff, in any publicity, advertising, or news release without the prior written approval of City. City will not use the name of WAC nor any employee of WAC, in any publicity without the prior written approval of WAC.

5. Responsibility. The parties each agree to assume individual responsibility for the actions and omissions of their respective employees, agents and assigns in conjunction with this Project.

6. Default and Termination. In the event that either party to this Agreement shall be in default of any of its material obligations hereunder and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice thereof, notwithstanding anything to the contrary contained in this Agreement. Termination of this Agreement shall not affect the rights and obligations of the parties that accrued prior to the effective date of termination.

8. Entire Agreement. The parties acknowledge that this Agreement and the attached Exhibits hereto represent the sole and entire Agreement between the parties hereto pertaining to the Project and that such supersedes all prior Agreements, understandings, negotiations and discussions between the parties regarding the same, whether oral or written. There are no warranties, representations of other Agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, amendment, alteration, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto. This Agreement supercedes any other document including Sponsor Purchase Order(s).

9. Notices. Any notices, statements, payments, or reports required by this Agreement shall be considered given if sent by United States Certified Mail, postage prepaid and addressed as follows:

If to WAC:

Walton Arts Center  
Attn: Jenni Swain  
P.O. Box 3547  
Fayetteville, AR 72702

If to City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Governing Law. This Agreement shall be governed and interpreted in

accordance with the substantive laws of the State of Arkansas and with applicable laws of the United States of America.

IN WITNESS WHEREOF, WAC and City entered into this Agreement effective as of the date first hereinabove written and have executed two (2) originals each of which are of equal dignity.

Board of Trustees of the WAC of  
CITY OF FAYETTEVILLE, Arkansas

By: Jim Shaw

Title: VP Program

Date: 8/15/13

City of Fayetteville  
BOARD OF TRUSTEES OF THE  
WAC OF ARKANSAS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Petition

We the undersigned, willingly sign this petition objecting to the rezoning of the property at 2468 N. Crossover Rd. The property is currently zoned RSF-2 (Residential Single Family, 2 units / acre). Rezoning to RO (Residential Office) would place commercial businesses on this property in the middle of a high end residential neighborhood which would create a very bad mix. The reclassification of this land would decrease the property values of all the surrounding residential land owners. Putting a business on this property would increase the traffic to an intersection (Township/Crossover) that is already too busy. There is only one exit from two schools (Vandergriff and McNair) and it is through this intersection. The speed limit on this state highway 265 is 45 mph and by adding perhaps several hundred more cars per day turning in and out of driveways on this busy highway would certainly create a major safety hazard. To avoid the above problems and more we ask that the Fayetteville City Council reject this request to rezone this property.

[illegible]

If you and/or your spouse would like to support this petition,



please send a response to this email along with the following info.

1. This statement: Via this email, I/we support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.
2. Your name and/or your spouse's name
3. Your address

Responses below

1,2,

Via this email, we support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.

Matt and Kristen Trantham  
3446 N. Sassafras Hill Rd.  
Fayetteville, AR 72703

3,4

We support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.

Jerry and Tammy Fussell  
2292 Covington Park Blvd  
Fayetteville, AR 72703

5,6

Via this email, We support the petition objecting to the rezoning of the property at [2468 N. Crossover Rd, Fayetteville, AR.](#)

Dan and Misty Halberg  
3784 Chatsworth Rd  
Fayetteville, AR 72703

7,8

Via this email, we support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.

Kayla and Oscar Mendoza  
3582 E. Township St  
Fayetteville AR 72703

9,10

We support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.

Mark & Janell Elser  
2467 Worthington Way

11,12

Via this email, we support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.

Gerald and Debbie Johnson  
3848 E. Chatsworth Rd.  
Fayetteville, AR 72703

13

Via this email, I support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.

Ya-Jane Wang  
2490 N. Worthington Way, Fayetteville, AR 72703

14,15

Via this email, I/we support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.

William A. and Elizabeth S. Walker  
3372 E Township St.  
Fayetteville, AR 72703

16,17

We support the petition objecting to the rezoning of the property at 2468 N Crossover Rd. Fayetteville ,Ar 72703. Timothy G. Stults and Amber Beckham-Stults 2463 Riverwater Lane Fayetteville , Ar 72703

18,19

We, Amy and Mike Driver, support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.

Our address is 2530 Kittery Lane, Fayetteville, AR 72703.

20,21

Scott and Cathey Roberts 3704 E. Chatsworth Fayetteville AR 72703 We support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.

22

Proposed zoning change at Township and Crossover

Was just talking to Devin about this! Add my name: Jill Graham, 3741 E Township St.

Jill

23,24

Joe Garrett Whiteside

Carmen Michelle Trumbo

3415 East Township St.

Fayetteville, Ar 72703

25,26

Via this e-mail, we support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.

1. Via this email, we support the petition objecting to the rezoning of the property at [2468 N. Crossover Rd, Fayetteville, AR.](#)
2. Sarah Green & Danny Green
3. 3600 Chatsworth Rd., Fayetteville, AR 72703

27,28

Via this email, we strongly support the petition objecting to the rezoning of the property at 2468 N Crossover Road, Fayetteville, AR 72703.

Edward Gray & Andrea Gray

2517 N Kittery Lane, Covington Park Subdivision  
Fayetteville, AR 72703 479-769-0971

29,30

Thx for heads up here  
Add me and Swati Sharma to petition list  
3388 e chatsworth

31,32

1. Via this email, we support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR
2. Jim & Jennifer Ragsdale
3. 2504 N Middleton Way, Fayetteville, AR 72703

33,34

Via this email, I/we support the petition objecting to the rezoning of the property at [2468 N. Crossover Rd, Fayetteville, AR.](#)

Kent and Amy Keith  
2449 Middleton Way  
Fayetteville, AR 72703

35,36

Via this email, we support the petition objecting to the rezoning of the property at 2468 N. Crossover in Fayetteville, AR. Elisabeth and Chris Schach 3680 Chatsworth Rd. Covington Park

37,38

1. We support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.
2. Lawton & Amy Garrett
3. 2460 N Fennchurch Way, Fay, 72703

39,40

Via this email, we support the petition objecting to the rezoning of the property at 2468 N. Crossover Rd, Fayetteville, AR.

Angie and Tim Madigan  
2280 Covington Park Blvd  
Fayetteville, AR 72703

41,42

My wife, Ann Rose Bailey, and I wish to strongly express our opposition to the rezoning of the property at 2428 N. Crossover Road, and we endorse the petition circulated to oppose rezoning. We live in the Hickory Park neighborhood directly opposite this property on Crossover Road, and consequently, it will directly affect the value of our property and of those about us on Shagbark, Mockernut, and Hardy.

Dennis Lee Bailey  
Ann Rose Bailey  
2748 E. Mockernut Crossing  
Fayetteville, Arkansas 72703

43,44

We support the petition objecting to the rezoning of the property  
at [2468 N. Crossover Rd, Fayetteville, AR.](#)

Todd & Laura Marble  
2472 N Worthington Way  
Fayetteville, AR

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  
August 20, 2013**

A meeting of the Fayetteville City Council will be held on August 20, 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 August 6, 2013 City Council meeting minutes.
2. **Mitchell, Williams, Selig, Gates & Woodyard, PLLC Amendment No. 1:** A resolution approving Amendment No. 1 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$15,000.00 for additional legal services related to the White River Water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

3. **Bid 13-41 Jack Tyler Engineering of Arkansas:** A resolution awarding Bid #13-41 and authorizing a contract with Jack Tyler Engineering of Arkansas in the total amount of \$58,760.15 for the purchase of four (4) return activated sludge pumps for the Noland Wastewater Treatment Plant.
4. **Bid #13-44 Fiser Kubota:** A resolution awarding Bid #13-44 and authorizing a contract with Fiser Kubota in the total amount of \$165,173.75 for the purchase of four (4) irrigation reels for the City biosolids management site.
5. **Bill and Doris Kisor Settlement Agreement:** A resolution approving a settlement agreement with Bill and Doris Kisor concerning condemnation litigation filed as part of the N. Crossover Road Utilities Improvement Project in a total amount of \$13,950.00.

#### **B. Unfinished Business:**

1. **RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates):** An ordinance rezoning that property described in rezoning petition RZN 13-4410, for approximately 4.66 acres located at 2468 North Crossover Road from RSF-2, Residential Single-Family, 2 units per acre, to R-O, Residential Office, subject to a Bill of Assurance. ***This ordinance was left on the First Reading at the August 6, 2013 City Council meeting.***

**Left on the First Reading**

#### **C. New Business:**

1. **John Bess Claim Settlement:** A resolution pursuant to Fayetteville Code of Ordinances subsection 39.10 (C)(4) authorizing the Mayor to pay \$11,000.00 to John Bess in settlement of a damage claim arising at 830 E. Trust Street, and approving a budget adjustment.
2. **VAC 13-4428 (4291 Black Canyon St./Hamptons Lot 18):** An ordinance approving VAC 13-4428 submitted by Engineering Services, Inc. for property located at 4291 Black Canyon Street, to vacate a portion of a pedestrian access easement, a total of 0.03 acres.
3. **MarshallGIS:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with MarshallGIS in the total amount of \$26,975.00 to purchase five (5) software seats of GeoKNX mobile implementation software for usage by the Water and Sewer Division, and approving a project contingency of \$4,000.00.
4. **2014 Employee Benefits Package:** A resolution approving a 2014 Employee Benefits package.

#### **D. City Council Agenda Session Presentations:**

1. Quarterly Contract Update of Economic Development Services provided by the Fayetteville Chamber of Commerce – Presenters Chung Tan and Steve Clark



2. "Entertainment District/Spring Street Parking Deck Update" – David Jurgens, Utilities Director

#### **E. City Council Tour:**

1. **August 12, 2013 at 5:00 pm - RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates**

#### **F. Announcements:**

#### **Adjournment:**

#### **NOTICE TO MEMBERS OF THE AUDIENCE**

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

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

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

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

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

#### **Old business and new business.**

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

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

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

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

A copy of the complete City Council agenda is available at [accessfayetteville.org](http://accessfayetteville.org) or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

## City of Fayetteville Staff Review Form

A. 2  
 Mitchell, Williams, Selig, Gates  
 & Woodyard, PLLC Amendment No. 1  
 Page 1 of 4

City Council Agenda Items  
 and  
 Contracts, Leases or Agreements

20-Aug-13

City Council Meeting Date  
 Agenda Items Only

David Jurgens  
 Submitted By

Wastewater Treatment  
 Division

Utilities  
 Department

## Action Required:

Approval of contract amendment 1 with Mitchell, Williams, Selig, Gates & Woodyard, PLLC (Mitchell Williams), for \$15,000, for legal actions relating to the White River Water Quality Standards Petition to the Arkansas Pollution Control and Ecology Commission.

\$ 15,000  
 Cost of this request

\$ 253,469  
 Category / Project Budget

White Rvr NPDES UAA & APCEC  
 Program Category / Project Name

5400.5700.5314.00  
 Account Number

\$ 203,469  
 Funds Used to Date

Wastewater Treatment  
 Program / Project Category Name

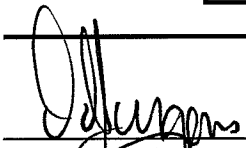
11014.1102  
 Project Number

\$ 50,000  
 Remaining Balance

Water/Sewer  
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

  
 Department Director

26 July 13  
 Date

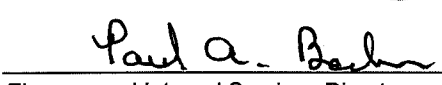
Previous Ordinance or Resolution # 53-11

  
 City Attorney

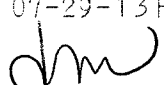
7-29-13  
 Date

Original Contract Date: 4/5/2011

Original Contract Number: 2182

  
 Finance and Internal Services Director

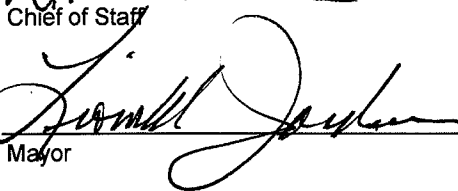
7-29-2013  
 Date

Received in City 07-29-13 P12:28 RCVD  
 Clerk's Office 

  
 Chief of Staff

7-30-13  
 Date

Received in  
 Mayor's Office

  
 Mayor

7/30/13  
 Date

Comments:

www.accessfayetteville.org

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan  
Don Marr, Chief of Staff

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

Date: July 26, 2013

Subject: Contract Amendment with Environmental Attorney Contract, Mitchell, Williams, Selig, Gates & Woodyard, PLLC, for an additional \$15,000, for White River Water Quality Standards Petition

## **RECOMMENDATION**

City Administration recommends approving Contract Amendment 1 with Mitchell, Williams, Selig, Gates & Woodyard, PLLC (Mitchell Williams), increasing the compensation by up to \$15,000, for legal actions relating to the White River Water Quality Standards Petition to the APCEC.

## **BACKGROUND**

The Noland WWTF National Pollutant Discharge Elimination System (NPDES) permit contains limits on total dissolved solids (TDS), and minerals, specifically chloride (Cl<sup>-</sup>), and sulfate (SO<sub>4</sub><sup>-</sup>). In that permit, we are required to complete a Petition to the APCEC to change the local stream standards. If we do not, or if the APCEC does not approve our request, we will be required to complete a very expensive modification to our wastewater treatment plant in order to comply with the very strict limits of Cl<sup>-</sup> -20 mg/l; SO<sub>4</sub><sup>-</sup> -20 mg/l; and TDS -160mg/l. The estimated capital cost for this modification is approximately \$45 million. The City's team consisted of CH2M Hill with FTN as a subcontractor, the USGS, and Mitchell, Williams law firm.

The City began the process to submit the Petition by performing a Use Attainability Analysis (UAA), a physical study of the river. The in-stream work and preliminary draft of the report were completed in 2012. ADEQ and the City's team have been working through the report in an effort to address all anticipated questions. In 2013, the Arkansas Assembly passed Act 954, which directly impacts minerals water quality standards. After discussions with our team and ADEQ staff, all parties agreed that our UAA needed to be reevaluated and expanded to ensure compliance with Act 954. This requires a great deal of evaluation and coordination with ADEQ staff to determine exactly how to meet both the letter and intent of the new law.

## **DISCUSSION**

This contract amendment adds those actions required to comply with Act 954, and any additional actions required to prepare and present the third party petition to the APCEC, provide advice and guidance on what actions the City and its consultants need to take to successfully receive APCEC approval, assist in obtaining relevant USEPA approvals, and represent the City's interests in any related appeals. The original contract and this amendment are for actual costs incurred, changed from a not-to-exceed amount of \$48,000 to a not-to-exceed amount of \$63,000.

## **BUDGET IMPACT**

Funds are available within the project budget.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF \$15,000.00 FOR ADDITIONAL LEGAL SERVICES RELATED TO THE WHITE RIVER WATER QUALITY STANDARDS PETITION TO THE ARKANSAS POLLUTION CONTROL AND ECOLOGY COMMISSION

**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 Amendment No. 1 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$15,000.00 for additional legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

**PASSED and APPROVED** this 20<sup>th</sup> day of August, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

# AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL LEGAL SERVICES

## CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 dated \_\_\_\_\_, 2013 shall amend the original contract between the City of Fayetteville, Arkansas, and Mitchell, Williams, Selig, Gates & Woodyard, PLLC., dated April 5, 2011, referred to in the following paragraphs as the original contract.

This Contract Amendment No. 1:

1. Services to be Performed: Adds: Continued actions as required in the preparation and presentation of a third party petition to be presented to the Arkansas Pollution Control and Ecology Commission (APCEC) to modify site specific water quality criteria, to provide advice and guidance on what actions the City and its consultants need to take to successfully accomplish the task of receiving APCEC approval to the petition, and to assist in obtaining relevant approvals from USEPA. This includes all work required to make the City's Use Attainability Analysis and APCEC petition compliant with Act 954 of 2013.

8. Compensation: Replaces not exceed compensation amount of \$48,000 with not to exceed compensation amount of \$63,000.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

MITCHELL, WILLIAMS, SELIG,  
GATES & WOODYARD, PLLC

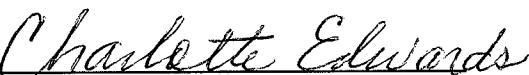
CITY OF FAYETTEVILLE,  
FAYETTEVILLE, ARKANSAS

  
BY Marcella J. Taylor, Member

\_\_\_\_\_  
LIONELD JORDAN, Mayor

Attest:

Attest:

  
Charlotte Edwards

\_\_\_\_\_  
Sondra Smith, City Clerk

Mitchell, Williams, Selig, Gates & Woodyard, PLLC  
425 West Capitol Avenue, Suite 1800  
Little Rock, AR 72201

City of Fayetteville  
113 West Mountain Street  
Fayetteville, AR 72701

## City of Fayetteville Staff Review Form

A. 3  
 Bid 13-41 Jack Tyler Engineering of Arkansas  
 Page 1 of 24

**City Council Agenda Items  
 and  
 Contracts, Leases or Agreements**

20-Aug-13

City Council Meeting Date  
 Agenda Items Only

David Jurgens  
 Submitted By

Water and Sewer  
 Division

Utilities  
 Department

**Action Required:**

Approval of Bid 13-41 with Jack Tyler Engineering of Arkansas to purchase four (4) Return Activated Sludge (RAS) pumps for the Noland Wastewater Treatment Plant for \$53,540.00 plus \$5,220.15 tax, totaling \$58,760.15.

\$ 58,760  
 Cost of this request

\$ 216,941  
 Category / Project Budget

WWTP Plant Pumps and Equipment  
 Program Category / Project Name

5400.5800.5801.00  
 Account Number

\$ 36,706  
 Funds Used to Date

Wastewater Treatment  
 Program / Project Category Name

02069  
 Project Number

\$ 180,235  
 Remaining Balance

Water/Sewer  
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

*David Jurgens*  
 Department Director

1 Aug 13  
 Date

Previous Ordinance or Resolution # \_\_\_\_\_

*Chris Kelly*  
 City Attorney

8-2-13  
 Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

*Paul A. Becker*  
 Finance and Internal Services Director

8-2-2013  
 Date

Received in City Clerk's Office 08-01-13 P03:42 RCVD

*Ann Marie*  
 Chief of Staff

8-2-13  
 Date

Received in Mayor's Office

*Donald Jordan*  
 Mayor

8/5/13  
 Date

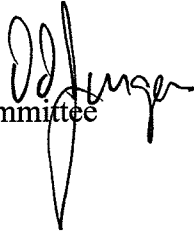


Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan  
 Don Marr, Chief of Staff

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



Date: 31 July, 2013

Subject: Approval of Bid 13-41 for the purchase of four (4) Return Activated Sludge (RAS) pumps for the Noland Wastewater Treatment Plant.

## **RECOMMENDATION**

City Administration recommends approval of Bid 13-41 with Jack Tyler Engineering of Arkansas to purchase four (4) Return Activated Sludge (RAS) pumps for the Noland Wastewater Treatment Plant for \$53,540.00 plus \$5,220.15 tax, totaling \$58,760.15.

## **BACKGROUND**

The Noland Wastewater Treatment Plant uses a biological process to treat wastewater. A key part of this process is maintaining healthy bacteria age and quantity. The facility's RAS pumps play an integral role in maintaining this balance. Currently, there are 5 RAS pumps that have been in use for approximately 15 years and have exceeded their life expectancy; these pumps have been repaired and rebuilt on multiple occasions. The largest pump is used less frequently and operates sufficiently, but the remaining four pumps require significant use and have become unreliable and too costly to repair. For example, one pump's repair estimate is nearly \$8,000, and may only last a couple of years before another major failure.

## **DISCUSSION**

This bid includes two small and two medium pumps. In our operations, we optimize which pumps and pump combinations we use to minimize electric use. The City received three bids on July 12, 2013. J. Richard Wolf Company was the lowest bidder, but their pumps do not meet specification regarding size and impellor type, and their bid cannot be accepted. Jack Tyler Engineering of Arkansas submitted the lowest bid that meets specifications.

| Bidder                             | Bid         |
|------------------------------------|-------------|
| Evans Enterprises, Inc.            | \$54,805.00 |
| Jack Tyler Engineering of Arkansas | \$53,540.00 |
| J. Richard Wolf Company            | \$45,720.00 |

## **BUDGET IMPACT**

Funds are available in the Wastewater Treatment Plant CIP – Plant Pumps and Equipment. This approval includes tax, but we are waiting on a ruling from the Arkansas Department of Finance and Administration as we believe this is tax exempt wastewater treatment process material under state codes.



**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDING BID #13-41 AND AUTHORIZING A CONTRACT WITH JACK TYLER ENGINEERING OF ARKANSAS IN THE TOTAL AMOUNT OF \$58,760.15 FOR THE PURCHASE OF FOUR (4) RETURN ACTIVATED SLUDGE PUMPS FOR THE NOLAND WASTEWATER TREATMENT PLANT

**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 #13-41 and authorizes a contract with Jack Tyler Engineering of Arkansas in the total amount of \$58,760.15 for the purchase of four (4) return activated sludge pumps for the Noland Wastewater Treatment Plant.

**PASSED and APPROVED** this 20<sup>th</sup> day of August, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



BID: 13-41  
 07/12/13  
 2:00 PM  
 CITY OF FAYETTEVILLE

## Bid 13-41, RAS Pumps

| BIDDER                               | Item # | DESCRIPTION                 | MANUFACTURER/MODEL             | Quantity | Unit Price   | TOTAL BID PRICE     |
|--------------------------------------|--------|-----------------------------|--------------------------------|----------|--------------|---------------------|
| 1 Evans Enterprises, Inc.            | 1      | Submersible RAS Pumps, 10HP | Keen Pump Company K6VB150M6-43 | 2        | \$ 9,857.50  | \$ 19,715.00        |
|                                      | 2      | Submersible RAS Pumps, 20HP | Keen Pump Company K8H250M4-43  | 2        | \$ 17,545.00 | \$ 35,090.00        |
|                                      |        |                             |                                |          |              | <b>\$ 54,805.00</b> |
| 2 Jack Tyler Engineering of Arkansas | 1      | Submersible RAS Pumps, 10HP | Flygt NP3127 LT 421            | 2        | \$ 8,231.00  | \$ 16,462.00        |
|                                      | 2      | Submersible RAS Pumps, 20HP | Flygt NP3153 LT 414            | 2        | \$ 18,539.00 | \$ 37,078.00        |
|                                      |        |                             |                                |          |              | <b>\$ 53,540.00</b> |
| 3 J. Richard Wolf Company            | 1      | Submersible RAS Pumps, 10HP | TSURUMI America TOS' 150 B411  | 2        | \$ 10,400.00 | \$ 20,800.00        |
|                                      | 2      | Submersible RAS Pumps, 20HP | TSURUMI America TOS' 200 B415  | 2        | \$ 12,460.00 | \$ 24,920.00        |
|                                      |        |                             |                                |          |              | <b>\$ 45,720.00</b> |

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

CERTIFIED:

P. VICE, PURCH MGR

*P. Vice*

WITNESS

*Julie Paladino*

DATE

*07/12/13*

# City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

|                  |                                      |
|------------------|--------------------------------------|
| Requisition No.: | Date: A. 3                           |
| P.O Number:      | Expected Delivery Date: Page 5 of 24 |

|                              |                                                 |                                           |
|------------------------------|-------------------------------------------------|-------------------------------------------|
| Vendor #:                    | Vendor Name: Jack Tyler Engineering of Arkansas | Mail Yes: No:                             |
| Address: 6112 Patterson Road | Fob Point: Noland WWTP                          | Taxable Yes: No: Quotes Attached Yes: No: |
| City: Little Rock            | State: AR                                       | Zip Code: 72209 Ship to code: 72701       |
| Requester:                   | Requester's Employee #: OMI                     | Extension: 479-443-3292 ext 6782          |

| Item | Description              | Quantity | Unit of Issue | Unit Cost | Extended Cost | Account Numbers   | Project/Subproject # | Inventory # | Fixed Asset # |
|------|--------------------------|----------|---------------|-----------|---------------|-------------------|----------------------|-------------|---------------|
| 1    | Noland RAS Pumps - Flygt | 2        | EA            | 8,231.00  | \$16,462.00   | 5400.5800.5801.00 | 02069                |             |               |
| 2    | Noland RAS Pumps - Flygt | 2        | EA            | 18,539.00 | \$37,078.00   | 5400.5800.5801.00 | 02069                |             |               |
| 3    |                          |          |               |           | \$0.00        |                   |                      |             |               |
| 4    |                          |          |               |           | \$0.00        |                   |                      |             |               |
| 5    |                          |          |               |           | \$0.00        |                   |                      |             |               |
| 6    |                          |          |               |           | \$0.00        |                   |                      |             |               |
| 7    |                          |          |               |           | \$0.00        |                   |                      |             |               |
| 8    |                          |          |               |           | \$0.00        |                   |                      |             |               |
| 9    |                          |          |               |           | \$0.00        |                   |                      |             |               |
| 10   |                          |          |               |           | \$0.00        |                   |                      |             |               |
| *    | Shipping/Handling        |          | Lot           |           | \$0.00        |                   |                      |             |               |

Special Instructions:

Subtotal: \$53,540.00  
Tax: \$5,220.15  
Total: \$58,760.15

Approvals:

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



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

## INVITATION TO BID

INVITATION TO BID: Bid 13-41, RAS Pumps

DEADLINE: Friday, July 12, 2013 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPO, CPPB, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

DATE OF ISSUE AND ADVERTISEMENT: Monday, July 01, 2013

## INVITATION TO BID Bid 13-41, RAS Pumps

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

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

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

Name of Firm: Jack Tyler Engineering of Arkansas

Contact Person: Steve Cooper Title: General Manager

E-Mail: scooper@jteng.com Phone: 501-562-2296

Business Address: 6112 Patterson Road

City: Little Rock State: AR Zip: 72209

Signature: *Steve Cooper* Date: 7/10/13

City of Fayetteville  
Bid 13-41, RAS Pumps  
Bid Form

**DATE REQUIRED AS A COMPLETE UNIT:** Delivery shall be made 90 calendar days from date of received Purchase Order.

F.O.B. Noland Waste Water Treatment Plant, 1400 N Fox Hunter Rd., Fayetteville, Arkansas 72701.

| ITEM: | DESCRIPTION:                | QUANTITY: | *PRICE EACH: | *TOTAL PRICE |
|-------|-----------------------------|-----------|--------------|--------------|
| 1.    | Submersible RAS Pumps, 10HP | 2         | \$ 8231.00   | \$ 16,462.00 |

Please Specify for Unit(s) Bid:

\*MANUFACTURER: Flygt \*MODEL: NP3127 LT 421

|    |                             |   |              |              |
|----|-----------------------------|---|--------------|--------------|
| 2. | Submersible RAS Pumps, 20HP | 2 | \$ 18,539.00 | \$ 37,078.00 |
|----|-----------------------------|---|--------------|--------------|

Please Specify for Unit(s) Bid:

\*MANUFACTURER: Flygt \*MODEL: NP3153 LT 414

\*TOTAL BASE BID: \$53,540.00  
Bids shall be evaluated on the lowest total base bid

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

NAME OF BIDDER: Jack Tyler Engineering of Arkansas

**THIS BID FORM CONTINUES ON THE NEXT PAGE.**

**EXECUTION OF BID -**  
Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

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

2.) RELATIONSHIP EXISTS (Please explain):

\*NAME OF FIRM: Jack Tyler Engineering of Arkansas  
*Purchase Order/Payments shall be Issued to this name*

\*TITLE: General Manager

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

**City of Fayetteville**  
**Bid 13-41, RAS Pumps**  
**General Terms and Conditions**

---

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

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

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

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

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

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

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

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

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

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

**5. COSTS INCURRED BY BIDDERS:**

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

**6. CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

**7. WITHDRAWAL OF PROPOSAL:**

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

**8. LATE PROPOSAL OR MODIFICATIONS:**

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

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

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

**10. PROVISION FOR OTHER AGENCIES:**

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



**11. COLLUSION:**

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

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

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

**13. CITY INDEMNIFICATION:**

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

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

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

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

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

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

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

**17. PAYMENTS AND INVOICING:**

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

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

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

**18. CANCELLATION:**

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

**20. NON-EXCLUSIVE CONTRACT:**

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

**21. LOBBYING:**

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

**22. ADDITIONAL REQUIREMENTS:**

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

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

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

**24. INTEGRITY OF BID DOCUMENTS:**

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

**25. OTHER GENERAL CONDITIONS:**

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax shall not to be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail ( [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us) ). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail ( [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us) ) or telephone

City of Fayetteville  
Bid 13-41, RAS Pumps

**Detailed Specifications: Submersible Return Activated Sludge (RAS) Pump Replacements**

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**BIDDING REQUIREMENTS:**

- o When given a specification option with a blank (example a. \_\_\_\_\_), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- o Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

**1.0 GENERAL –**

- 1.1 This specification is for the replacement of 4 (four) submersible Return Activated Sludge (RAS) pumps. Specification also includes the supplying of all connections, fittings, alignment, etc., necessary for proper attachment to the existing Gorman-Rupp rail system and elbow.
- 1.2 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.3 All specifications written are to minimums, unless otherwise noted.
- 1.4 Wherever used in this bid, the following terms shall be understood to have the following definitions: "Supplier" and "Bidder" shall mean the individual, partnership, or corporation, whose bid to supply the items and work specified herein has been accepted by the City of Fayetteville. "Supplier" shall also encompass any employee, partner, consultant, or subcontractor, to the winning bidder. "Work" shall mean the furnishing of all necessary equipment, labor, ancillary items, and services required herein.
- 1.5 All items required under this specification shall occur at and be specifically designed for the Noland Wastewater Treatment Plant (WWTP) owned by the City of Fayetteville, Arkansas, and installed at the Noland Wastewater Treatment Plant. The physical address of the plant is 1400 N Fox Hunter Rd., Fayetteville, Arkansas 72701.
- 1.6 Physical and electrical installation of the pump and all ancillary appurtenances shall be the responsibility of the City of Fayetteville.
- 1.7 Factory authorized startup assistance shall be provided by bidder. **YES**

**2.0 MANUFACTURER / MODEL -**

- 2.1 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 2.2 Unit(s) bid price shall be valid for the most current model year being sold.

(479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

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

### 3.0 TECHNICAL SPECIFICATIONS -

- 3.1 LINE ITEM #1: Quantity of Two (2) pumps
- a. Y Shall be Flygt model NP3127 LT 421 ~~or approved equal~~
  - b. Y Delivered operating voltage: 480V, 3 phase
  - c. Y Frequency: 60 Hz
  - d. Y Hydraulic operating point: **941 gpm at 28' TDH**
  - e. Y Rotation speed: **1735 rpm**
  - f. Y Rated power: **10 hp**
  - g. Y Length of supplied electrical cords: 30' minimum\
  - h. Y Impeller type: Semi-open, 2 blade, self-cleaning
  - i. Y Discharge port diameter: 6"
- 3.2 LINE ITEM #2: Quantity of Two (2) pumps
- a. Y Shall be Flygt model NP3153 LT 414 ~~or approved equal~~
  - b. Y Delivered operating voltage: 480V, 3 phase
  - c. Y Frequency: 60 Hz
  - d. Y Hydraulic operating point: **1586 gpm at 29' TDH**
  - e. Y Rotation speed: **1760 rpm**
  - f. Y Rated power: **20 hp**
  - g. Y Length of supplied electrical cords: 30' minimum
  - h. Y Impeller type: Semi-open, 2 blade, self-cleaning
  - i. Y Discharge port diameter: 8"

### 4.0 WARRANTY

- 4.1 Warranty shall include the following, at minimum. Bidder shall serve as the warranty administrator.
- a. Y All equipment bid shall be **warranted for 2 years**, starting from the date of acceptance by the City of Fayetteville.
  - b. Y Warranty shall include all parts, labor, and transportation to and from the location of the warranty administrator.

### 5.0 STANDARDS -

- 5.1 Each unit shall meet or exceed the following applicable standards.
- a. X Environmental Protection Agency's Exhaust Emission Standards (EPA). *NOT APPLICABLE*
  - b. Y Occupational Safety and Health Administration Standards (OSHA).

### 6.0 DELIVERY / DOCUMENTATION -

- 6.1 Equipment supplied under this specification shall remain the property of the Supplier until delivery to and acceptance by the City of Fayetteville. Deliveries for the equipment will only be accepted during normal business hours between 7:30 AM and 3:00 PM local time, Monday through Friday, Federal holidays excluded.

- 6.2 All units shall be delivered F.O.B. to the Noland Waste Water Treatment Plant, located at 1400 N Fox Hunter Road, Fayetteville, AR 72701, for compliance review and final acceptance
- 6.3 Delivery shall include the following documents as a minimum:
- a. Y Manufacturer's Certificate of Origin, if available
  - b. Y Dealer invoice
  - c. — List of all filters used on this unit (OEM part #'s), if applicable. **NOT APPLICABLE**
- 6.4 Units shall be fully assembled, serviced, and ready for operation as delivered.
- 6.5 **Physical and electrical installation of the pump and all ancillary appurtenances shall be the responsibility of the City of Fayetteville.**
- 6.6 All bids shall include the following submittal information:
- a. Y A certification of the warranty and statement of extended warranty if any,
  - b. Y A detailed list of items to be supplied under the bid,
  - c. Y A detailed set of installation instructions including a contact name and telephone number for technical support during the installation,
  - d. Y A suggested acceptance test plan,
  - e. Y A factory certified performance curve for each pump,
  - f. Y A statement attesting to the intent to supply startup assistance.

## 7.0 MANUALS -

- 7.1 The successful bidder agrees to furnish one (1) set each of the following list of manuals:
- a. Y Operator's Manual: 1 file copy **plus** one (1) copy for each pump purchased
  - b. Y Maintenance Repair Manuals, Paperback or Compact Disc format, if available
  - c. Y Parts (OEM) Manuals: Paperback or Compact Disc format
- 7.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville.

## 8.0 TRAINING -

- 8.1 Training quoted below shall be arranged through Fleet Operations for both operators and mechanics by a qualified instructor at a location designated and provided by the City.
- a. Y Operator Training (Required)
    - ♦ This training shall include proper operating techniques and daily maintenance including lubrication, inspection of fluid checks and adjustments. This training shall be designed to instruct qualified operators.
  - b. Y Limited Maintenance Training (Required)
    - ♦ This training shall be designed to instruct qualified personnel in techniques and procedures that are new and unique to the new unit model supplied. Training shall consist of the following: basic servicing and lubrication procedures, diagnostics, disassembly, repair and reassembly of components.

**9.0 SUPPORT SERVICES -**

- 9.1 Repair Parts Inventory - stock of standard repair parts for units bid must be available to the City of Fayetteville within twenty-four (24) hours of part(s) requested. Parts inventory availability shall be considered in the purchasing decision. **YES**
- 9.2 Maintenance Service - Fully trained maintenance personnel shall be available for service within twenty-four (24) hours of repair requests. This shall include warranty service. Availability of maintenance personnel shall be considered in the purchasing decision. **YES**





## **WARRANTY**

### **Xylem Water Solutions USA, Inc.**

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM - A.**

#### **COVERAGE:**

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A.** The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

#### **MISUSE:**

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

#### **WEAR PARTS:**

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



## **WARRANTY**

### **Xylem Water Solutions USA, Inc.**

#### **DISCLAIMERS:**

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

#### **LIMITATIONS:**

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

#### **REQUIREMENTS:**

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



## **WARRANTY**

### **Xylem Water Solutions USA, Inc.**

#### **STORAGE:**

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

#### **CONTROLS:**

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year except in the Flygt Standard Control Panel (FSCP) where the solid state devices will be covered for the full warranty period of the control panel. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not covered by this warranty.

#### **TOP (The Optimum Pump Station)**

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.  
National Quality Assurance - US Corporate



## WARRANTY

### Xylem Water Solutions USA, Inc.

#### ADDENDUM – WARRANTY COVERAGE BY PRODUCT

| PRODUCT                                               | PRODUCT SERIES AND CONFIGURATION                                                                             | Months                | Months           | Months  | Months  | Months  |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------|------------------|---------|---------|---------|
|                                                       |                                                                                                              | 1 - 12                | 13 - 18          | 19 - 36 | 37 - 49 | 50 - 60 |
| Axial Flow/ Mixed Flow/ Centrifugal Pumps & Mixers    | 3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL)<br>4000 Series (SR, PP)<br>7000 Series (PL)                     | 100%                  |                  | 50%     |         | 25%     |
| Flygt Standard Control Panels (FSCP)                  | Standard Control Panels (FSCP – permanently installed)                                                       | 100% (From Ship Date) |                  |         |         |         |
| ETO Electrical Control Panels                         | Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years                     | 100% - 1 YR           | LIMITED - 2 - YR |         |         |         |
| Abrasion/Corrosion Resistant & Chopper/ Grinder Pumps | 3000 Series (MP, MF, MH, FP, FS, FT, HP, HS)<br>5000 Series (HP, HS)<br>8000.280 Series (DP, DZ, DT, DS, DF) | 100%                  |                  |         |         |         |
| Dewatering Pumps                                      | 2000 Series (BS, KS)<br>3000 Series (CS, NS, DS)<br>8000.280 Series (DS, DF)                                 | 100% (From Ship Date) |                  |         |         |         |
| TOPS                                                  | Fiberglass Pump Station                                                                                      | 100% (From Ship Date) |                  |         |         |         |
| Accessories                                           | Permanent / Portable                                                                                         | 100% (From Ship Date) |                  |         |         |         |
| Hydro ejectors/ Aerators                              | HE, JA                                                                                                       | 100%                  |                  |         |         |         |
| Portable Pump Controls<br>TOPS Control Panels         | Control Boxes (Nolta, MSHA etc.)<br>TOPS control panels (permanently installed)                              | 100% (From Ship Date) |                  |         |         |         |
| Small Pumps                                           | 3045, 3057, SX                                                                                               | 100% (From Ship Date) |                  |         |         |         |
| Parts - *                                             | All new Flygt parts (mechanical & electrical)                                                                | 100% (From Ship Date) |                  |         |         |         |

\* - Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.





**JACK TYLER ENGINEERING OF ARKANSAS**  
6112 PATTERSON AVENUE, LITTLE ROCK, ARKANSAS 72209  
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

## QUOTATION

No: SJ13038

July 9, 2013

PAGE: 1 OF 1

TO: City of Fayetteville  
Purchasing Division, Rm. 306  
113 W. Mountain  
Fayetteville, AR 72701

Phone: 479-575-8220

---

**ITEM 1:** Submersible RAS Pump 10HP

Flygt model NP3127 LT 421 with 6" discharge, 10HP 460Volt 3Phase, for 60Hz service. Rated for 941 GPM @ 28 FTTDH. With 50 FT of power cable and adapter For existing G-R rail system  
PRICE EACH.....\$ 8,231.00

**ITEM 2:** Submersible RAS Pump, 20 HP

Flygt model NP3153 LT 414 with 8" discharge, 20HP 460Volt 3Phase, for 60Hz service. Rated for 1586 GPM @ 29 FTTDH. With 50 FT of power cable and adapter For existing G-R rail system  
PRICE EACH.....\$ 18,539.00

**FREIGHT ALLOWED TO FOB POINT**

DELIVERY: 8-12 Weeks, ARO

FOB POINT: Noland Waste Water Treatment Plant,  
1400 N Fox Hunter Rd.,  
Fayetteville, AR 72701

Factory trained maintenance personnel and parts inventory available in one working day.

Thank you for the opportunity to quote on your requirements. If we may be of further assistance, please do not hesitate to contact me at [scott@jteng.com](mailto:scott@jteng.com) or 479-806-8970.

Very truly yours,

JACK TYLER ENGINEERING OF ARKANSAS

Scott Jones  
Sales Representative

6.6 b & f



## City of Fayetteville Staff Review Form

A. 4  
 Bid #13-44 Fiser Kubota  
 Page 1 of 14

City Council Agenda Items  
 and  
 Contracts, Leases or Agreements

20-Aug-13

City Council Meeting Date  
 Agenda Items Only

David Jurgens  
 Submitted By

Water and Sewer  
 Division

Utilities  
 Department

## Action Required:

City Administration recommends approval of Bid 13-44 with Fiser Kubota to purchase four (4) Irrigation Reels for the Biosolids Management Site for \$150,500.00 plus \$14,673.75 tax, totaling \$165,173.75.

\$ 165,174  
 Cost of this request

\$ 244,318  
 Category / Project Budget

WWTP Irrigation Reels  
 Program Category / Project Name

5400.5800.5801.00  
 Account Number

\$ 43  
 Funds Used to Date

Wastewater Treatment  
 Program / Project Category Name

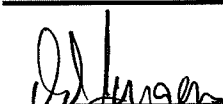
11010.1  
 Project Number

\$ 244,275  
 Remaining Balance

Water/Sewer  
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

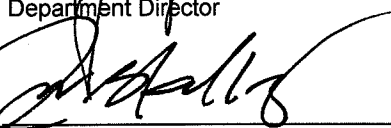
  
 Department Director

1 Aug 13  
 Date

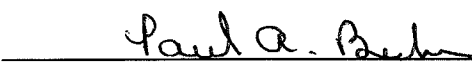
Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

  
 City Attorney

8-2-13  
 Date

  
 Finance and Internal Services Director

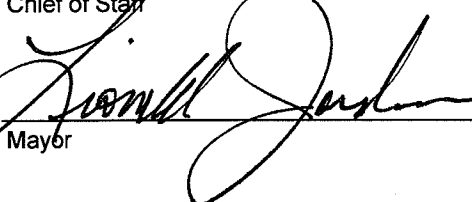
8-2-2013  
 Date

Received in City  
 Clerk's Office 08-01-13 P03:42 RCVD

  
 Chief of Staff

8-2-13  
 Date

Received in  
 Mayor's Office

  
 Mayor

8/5/13  
 Date



Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan  
Don Marr, Chief of Staff

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

Date: 31 July, 2013

Subject: Approval of Bid 13-44 for the purchase of four (4) Irrigation Reels for the Biosolids Management Site.

## **RECOMMENDATION**

City Administration recommends approval of Bid 13-44 with Fiser Kubota to purchase four (4) Irrigation Reels for the Biosolids Management Site for \$150,500.00 plus \$14,673.75 tax, totaling \$165,173.75. Funds are available in the Wastewater Treatment Plant CIP – Irrigation Reels.

## **BACKGROUND**

The Biosolids Management Site has twelve irrigation reels that were purchased from 1985 to 1987. Repairs on these reels have become more extensive and costly as the life expectancy of these reels is approximately 20 years. The irrigation reels are used to apply treated wastewater to the land application site, as described in the State approved Waste Management Plan and the State Land Application Permit. The effluent irrigation helps to minimize discharge to the White River during the summer months, therefore reducing the nutrient loadings of ammonia and phosphorus to the receiving stream. It also helps to stimulate growth of the bermuda grass, therefore enhancing phosphorus uptake from the soil.

## **DISCUSSION**

The City received five bids on July 30, 2013. Fiser Kubota submitted the lowest bid that meets specifications.

| Bidder                | Bid          |
|-----------------------|--------------|
| Amadas Industries     | \$181,287.80 |
| Ewing Irrigation      | \$151,049.06 |
| Fiser Kubota          | \$150,500.00 |
| Irrigation-Mart, Inc. | \$155,214.00 |
| Keeling Company       | \$172,276.00 |

## **BUDGET IMPACT**

Funds are available in the Wastewater Treatment Plant CIP – Irrigation Reels.



**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDING BID #13-44 AND AUTHORIZING A CONTRACT WITH FISER KUBOTA IN THE TOTAL AMOUNT OF \$165,173.75 FOR THE PURCHASE OF FOUR (4) IRRIGATION REELS FOR THE CITY BIOSOLIDS MANAGEMENT SITE

**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 #13-44 and authorizes a contract with Fiser Kubota in the total amount of \$165,173.75 for the purchase of four (4) irrigation reels for the City biosolids management site.

**PASSED and APPROVED** this 20<sup>th</sup> day of August, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



BID: 13-42  
07/12/13  
2:00 PM  
CITY OF FAYETTEVILLE

## Bid 13-42, Irrigation Reels

| BIDDER                  | Item # | DESCRIPTION      | MANUFACTURER/MODEL               | Quantity | Unit Price   | TOTAL BID PRICE      |
|-------------------------|--------|------------------|----------------------------------|----------|--------------|----------------------|
| 1 Amadas Industries     | 1      | Irrigation Reels | C2400 ATH                        | 4        | \$ 45,321.95 | \$ 181,287.80        |
|                         |        |                  |                                  |          |              | <b>\$ 181,287.80</b> |
| 2 Fiser Kubota          | 1      | Irrigation Reels | Kifco-Ag Rain T41/1250           | 4        | \$ 41,472.00 | \$ 165,888.00        |
|                         |        |                  |                                  |          |              | <b>\$ 165,888.00</b> |
| 3 Irrigation-Mart, Inc. | 1      | Irrigation Reels | Kifco-Ag Rain T41x1250 ST7 Frame | 4        | \$ 38,078.75 | \$ 152,315.00        |
|                         |        |                  |                                  |          |              | <b>\$ 152,315.00</b> |
| 4 Keeling Company       | 1      | Irrigation Reels | OCMIS VR5 Turbine 125X380        | 4        | \$ 43,069.00 | \$ 172,276.00        |
|                         |        |                  |                                  |          |              | <b>\$ 172,276.00</b> |

CERTIFIED:

P. VICE, PURCH MGR

*P. Vice*

WITNESS

*Julie Paladino*

DATE

*07/12/13*

# City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

|                  |                                                        |
|------------------|--------------------------------------------------------|
| Requisition No.: | Date: <b>7/30/2013</b> A. 4<br>Bid #13-44 Fiser Kubota |
| P.O Number:      | Expected Delivery Date: Page 5 of 14                   |

|                             |                                             |                                         |
|-----------------------------|---------------------------------------------|-----------------------------------------|
| Vendor #:                   | Vendor Name: <b>Fiser Kubota</b>            | Mail Yes:___ No:___                     |
| Address: <b>702 Weir Rd</b> | Fob Point: <b>Biosolids Management Site</b> | Taxable Yes:___ No:___                  |
| City: <b>Russellville</b>   | State: <b>AR</b>                            | Quotes Attached Yes:___ No:___          |
|                             | Zip Code: <b>72802</b>                      | Divison Head Approval:                  |
|                             | Ship to code: <b>72701</b>                  |                                         |
| Requester:                  | Requester's Employee #: <b>OMI</b>          | Extension: <b>479-443-3292 ext 6782</b> |

| Item | Description                                        | Quantity | Unit of Issue | Unit Cost   | Extended Cost | Account Numbers   | Project/Subproject # | Inventory # | Fixed Asset # |
|------|----------------------------------------------------|----------|---------------|-------------|---------------|-------------------|----------------------|-------------|---------------|
| 1    | Irrigation Reels for the Biosolids Management Site | 4        | EA            | \$37,625.00 | \$150,500.00  | 5400.5800.5801.00 | 11010.1              |             |               |
| 2    |                                                    |          |               |             | \$0.00        |                   |                      |             |               |
| 3    |                                                    |          |               |             | \$0.00        |                   |                      |             |               |
| 4    |                                                    |          |               |             | \$0.00        |                   |                      |             |               |
| 5    |                                                    |          |               |             | \$0.00        |                   |                      |             |               |
| 6    |                                                    |          |               |             | \$0.00        |                   |                      |             |               |
| 7    |                                                    |          |               |             | \$0.00        |                   |                      |             |               |
| 8    |                                                    |          |               |             | \$0.00        |                   |                      |             |               |
| 9    |                                                    |          |               |             | \$0.00        |                   |                      |             |               |
| 10   |                                                    |          |               |             | \$0.00        |                   |                      |             |               |
| *    | Shipping/Handling                                  |          | Lot           |             | \$0.00        |                   |                      |             |               |

Special Instructions:

Subtotal: **\$150,500.00**  
Tax: **\$14,673.75**  
Total: **\$165,173.75**

Approvals:

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



City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220

## INVITATION TO BID

**INVITATION TO BID:** Bid 13-42, Irrigation Reels

**DEADLINE:** Friday, July 12, 2013 before 2:00 PM, Local Time

**DELIVERY LOCATION:** Room 306 – 113 W. Mountain, Fayetteville, AR 72701

**PURCHASING AGENT:** Andrea Foren, CPPO, CPPB, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**DATE OF ISSUE AND ADVERTISEMENT:** Monday, July 01, 2013

## INVITATION TO BID Bid 13-42, Irrigation Reels

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

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

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

Name of Firm: Home Stand Tractor + Imp. DBA Fiser Kubota  
Contact Person: Brian Henry Title: Sales + Rental Mgr.  
E-Mail: bkhenry@yahoo.com Phone: 479-968-3795  
Business Address: 702 Weir Rd  
City: Russellville State: AR Zip: 72802  
Signature: Brian Henry Date: 7/1/13

City of Fayetteville  
Bid 13-42, Irrigation Reels  
Bid Form

**DATE REQUIRED AS A COMPLETE UNIT:** Delivery shall be made 90 calendar days from date of received Purchase Order.

**F.O.B.** City of Fayetteville Biosolids Management Site, 16464 Wyman Road, Fayetteville, AR 72701

| ITEM: | DESCRIPTION:     | QUANTITY: | *PRICE EACH: | *TOTAL PRICE  |
|-------|------------------|-----------|--------------|---------------|
| 1.    | Irrigation Reels | 4         | \$ 41,472    | \$ 165,880.00 |

Please Specify for Unit(s) Bid:

\*MANUFACTURER: Kifco - Ag Rain \*MODEL: T41/1250

This unit specs out to the OLMIS VR5, It is Equivalent.  
Delivery would be 10-12 wks. We will come up & spend a  
Day w/ you Training. Our Dealer + Kifco Reps will be there  
We Require 20% Down w/ Purchase Order.

\*TOTAL BASE BID: \_\_\_\_\_  
Bids shall be evaluated on the lowest total base bid

Thanks Again, Brian Henry

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

We do have working units similar, In your Area  
For Viewing.  
Using Komat Twin 202

NAME OF BIDDER: Fiser Kubota - Russellville

**THIS BID FORM CONTINUES ON THE NEXT PAGE.**

Unit Is A T41/1250 w/ ST7 Frame w/ Dual Axle, Hydraulic  
Stabilizers, Hyd. Current Lift, Hydraulic Jack, 5 Wheel Gun Cart  
w/ Komat Twin 202 24 Gun

#### EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

#### Upon signing this Bid, the bidder certifies that:

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

☒ 1.) NO KNOWN RELATIONSHIP EXISTS

☐ 2.) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

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

\*NAME OF FIRM: Homestead Tractor + Imp DBA Fiser Kubota - Russellville  
*Purchase Order/Payments shall be issued to this name*

\*BUSINESS ADDRESS: 702 Weir Rd

\*CITY: Russellville \*STATE: AR \*ZIP: 72802

\*PHONE: 479-968-3795 FAX: 479-968-8961

\*E-MAIL: bkhency@yahoo.com

\*BY: (PRINTED NAME) Brian Hency

\*AUTHORIZED SIGNATURE: Brian Hency

\*TITLE: Sales + Rental Manager

Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

**City of Fayetteville**

**Bld 13-42, Irrigation Reels**

**Detailed Specifications: Hard Hose Traveler Axial Turbine Irrigation System, Gun and Gun Cart**

**BIDDING REQUIREMENTS:**

- **When given a specification option with a blank (example a. \_\_\_\_\_), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.**
- **Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.**

**1.0 GENERAL –**

- 1.1 This specification concerns the purchase of four (4) hard hose traveler axial turbine irrigation systems with guns and gun carts per the following specifications.
- 1.2 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.3 All specifications written are to minimums, unless otherwise noted.
- 1.4 Wherever used in this bid, the following terms shall be understood to have the following definitions: "Supplier" and "Bidder" shall mean the individual, partnership, or corporation, whose bid to supply the items and work specified herein has been accepted by the City of Fayetteville. "Supplier" shall also encompass any employee, partner, consultant, or subcontractor, to the winning bidder. "Work" shall mean the furnishing of all necessary equipment, labor, ancillary items, and services required herein.
- 1.5 Equipment supplied under this specification shall remain the property of the Bidder until delivery to and accepted by the City of Fayetteville.
- 1.6 Deliveries for the equipment will only be accepted during normal business hours between 7:30 AM and 4:00 PM, local time.
- 1.7 Specifications shall be complete and submitted with bid.

**2.0 MANUFACTURER / MODEL -**

- 2.1 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 2.2 Unit(s) bid price shall be valid for the most current model year being sold.

**3.0 TECHNICAL SPECIFICATIONS -**

- 3.1 Bidder shall provide and deliver four (4) OCMIS VR5 (or approved equal) hard hose traveler axial turbine irrigation systems, guns and gun carts per the specifications listed.

### 3.2 Hard Hose Traveler Axial Turbine Irrigation Systems:

- a. ☒ Tandem Axles (400/60 x 15.5" 10 Ply Tires)
- b. ☒ Heavy Duty Tubular Chassis Construction
- c. ☒ Center Axle Design for water weight load and mobility
- d. ☒ 270 Degree Turntable
- e. ☒ Two Hydraulic Stabilizers
- f. ☒ Adjustable Hydraulic Tongue Hook – Up
- g. ☒ Hydraulic Gun Cart Lift
- h. ☒ Safety Shields and Guards (OSHA Standards)
- i. ☒ Solid Wall Drum Construction
- j. ☒ P.T.O Auxiliary Drive with PTO Shaft
- k. ☒ Turbine Drive – variable speed, axial flow, low flow, designed impellers, minimum pressure loss with drain plug
- l. ☒ Pressure Gauges
- m. ☒ Hose 4.10" ID x 1250 ft. long, high density heavy duty polyethylene.
- n. ☒ Mechanical Hose Guide
- o. ☒ Automatic Hose Retrieve Stop
- p. ☒ Reel Speed Compensator for level application rates
- q. ☒ Quick Couple Hose Disconnect
- r. ☒ Supply Hose Collapsible – 4.5" ID 30 ft. long with fittings both ends
- s. ☒ Paint and Primer high solid acrylic enamel
- t. ☒ 4" Ring Band Lock, Galvanized

### 3.3 Gun and Gun Cart:

- a. ☒ Full or Part Circle, Slow Return Gun
- b. ☒ Five wheel gun cart
- c. ☒ Nozzle: Taper Bore
- d. ☒ Galvanized square tubing frame
- e. ☒ Wheels – Shall be front adjustable for tracking and rear adjustable in and out
- f. ☒ Drain Plug

## 4.0 WARRANTY

### 4.1 Warranty shall include the following, at minimum. Bidder shall serve as the warranty administrator.

- a. ☒ Warranty date shall start upon the delivery by the manufacturer and completion of the manufactures representative inspection and acceptance of the equipment by the City of Fayetteville.
- b. ☒ All items bid shall to have a one (1) year manufactory's warranty which shall include and cover all parts used in the manufacturing of the irrigation system, gun and gun cart.



- c. ☒ Hard hoses shall include a minimum five (5) year pro-rated minimum warranty of 1<sup>st</sup> year – 100%, 2<sup>nd</sup> year – 80%, 3<sup>rd</sup> year – 60%, 4<sup>th</sup> year 40%, and 5<sup>th</sup> year – 20%.
- d. ☒ Warranty shall include all parts, labor, and transportation to and from the location of the warranty administrator for all components of the items during the warranty period.
- e. ☒ Deliveries for the equipment will only be accepted during normal business hours between 7:30 AM and 4:00 PM, local time.

## 5.0 STANDARDS -

- 5.1 Each unit shall meet or exceed the following applicable standards.
  - a. ☒ Environmental Protection Agency's Exhaust Emission Standards (EPA).
  - b. ☒ Occupational Safety and Health Administration Standards (OSHA).

## 6.0 DELIVERY / DOCUMENTATION -

- 6.1 Equipment supplied under this specification shall remain the property of the Supplier until delivery to and acceptance by the City of Fayetteville. Deliveries for the equipment will only be accepted during normal business hours between 7:30 AM and 4:00 PM local time, Monday through Friday, Federal holidays excluded.
- 6.2 All units shall be delivered F.O.B. to the City of Fayetteville Biosolids Management Site, located at 16464 Wyman Road, Fayetteville, AR 72701, for compliance review and final acceptance.
- 6.3 Delivery shall include the following documents as a minimum:
  - a. ☒ Manufacturer's Certificate of Origin, if available
  - b. ☒ Dealer invoice
  - c. ☐ List of all filters used on this unit (OEM part #'s), if applicable.
- 6.4 Units shall be fully assembled, serviced, and ready for operation as delivered.

## 7.0 MANUALS -

- 7.1 The successful bidder agrees to furnish one (1) set each of the following list of manuals:
  - a. ☒ Operator's Manual: 1 file copy **plus** one (1) copy for each reel purchased
  - b. ☒ Maintenance Repair Manuals, Paperback or Compact Disc format, if available
  - c. ☒ Parts (OEM) Manuals: Paperback or Compact Disc format
- 7.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville.

## 8.0 SUPPORT SERVICES -

- 8.1 Repair Parts Inventory - stock of standard repair parts for units bid must be available to the City of Fayetteville within twenty-four (24) hours of part(s) requested. Parts inventory availability shall be considered in the purchasing decision.

**City of Fayetteville  
Bid 13-42, Irrigation Reels  
Bid Form**

**DATE REQUIRED AS A COMPLETE UNIT:** Delivery shall be made 90 calendar days from date of received Purchase Order.

**F.O.B.** City of Fayetteville Biosolids Management Site, 16464 Wyman Road, Fayetteville, AR 72701

| ITEM: | DESCRIPTION: | QUANTITY: | *PRICE EACH: | *TOTAL PRICE |
|-------|--------------|-----------|--------------|--------------|
|-------|--------------|-----------|--------------|--------------|

|    |                  |  |  |  |
|----|------------------|--|--|--|
| 1. | Irrigation Reels |  |  |  |
|----|------------------|--|--|--|

4

\$ 40472

\$ 165,880.00

**Please Specify for Unit(s) Bid:**

**\*MANUFACTURER:** Kifco - Agr Rain

**\*MODEL:** T41/1250

This unit spec's out to the OCMIS VR5, It's Equivalent.  
Delivery would be 10-12 wks. We will come up + spend a  
Day w/ you Training. Our Dealer + Kifco Reps will be there  
We Require 20% Down w/ Purchase Order.  
Thanks Again, Brian Henry

**\*TOTAL BASE BID:**

Bids shall be evaluated on the lowest total base bid

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

We do have working units similar, In your Area  
For Viewing.  
Using Komat Twin 202

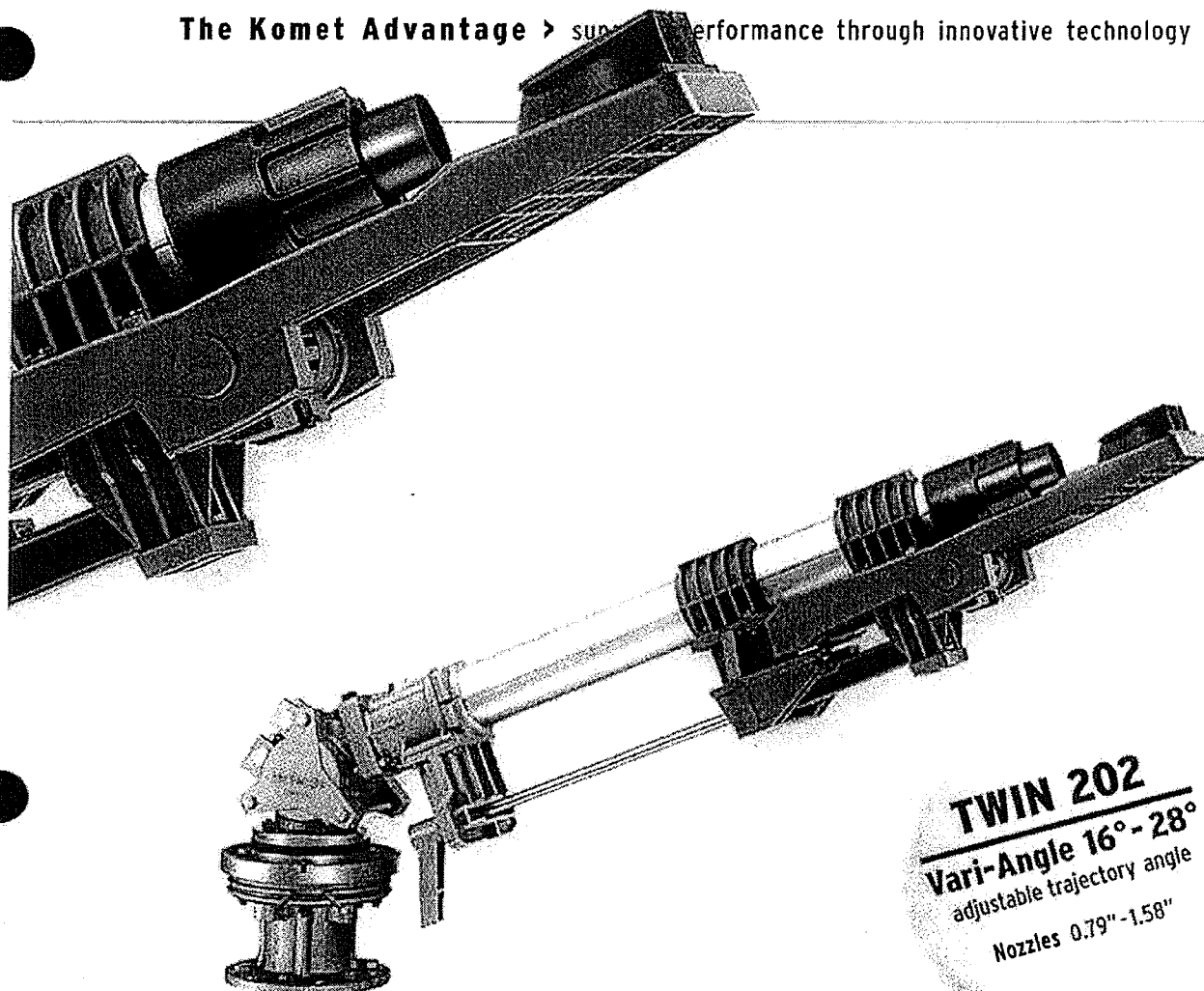
**NAME OF BIDDER:**

Fiser Kubota - Russellville

**THIS BID FORM CONTINUES ON THE NEXT PAGE.**

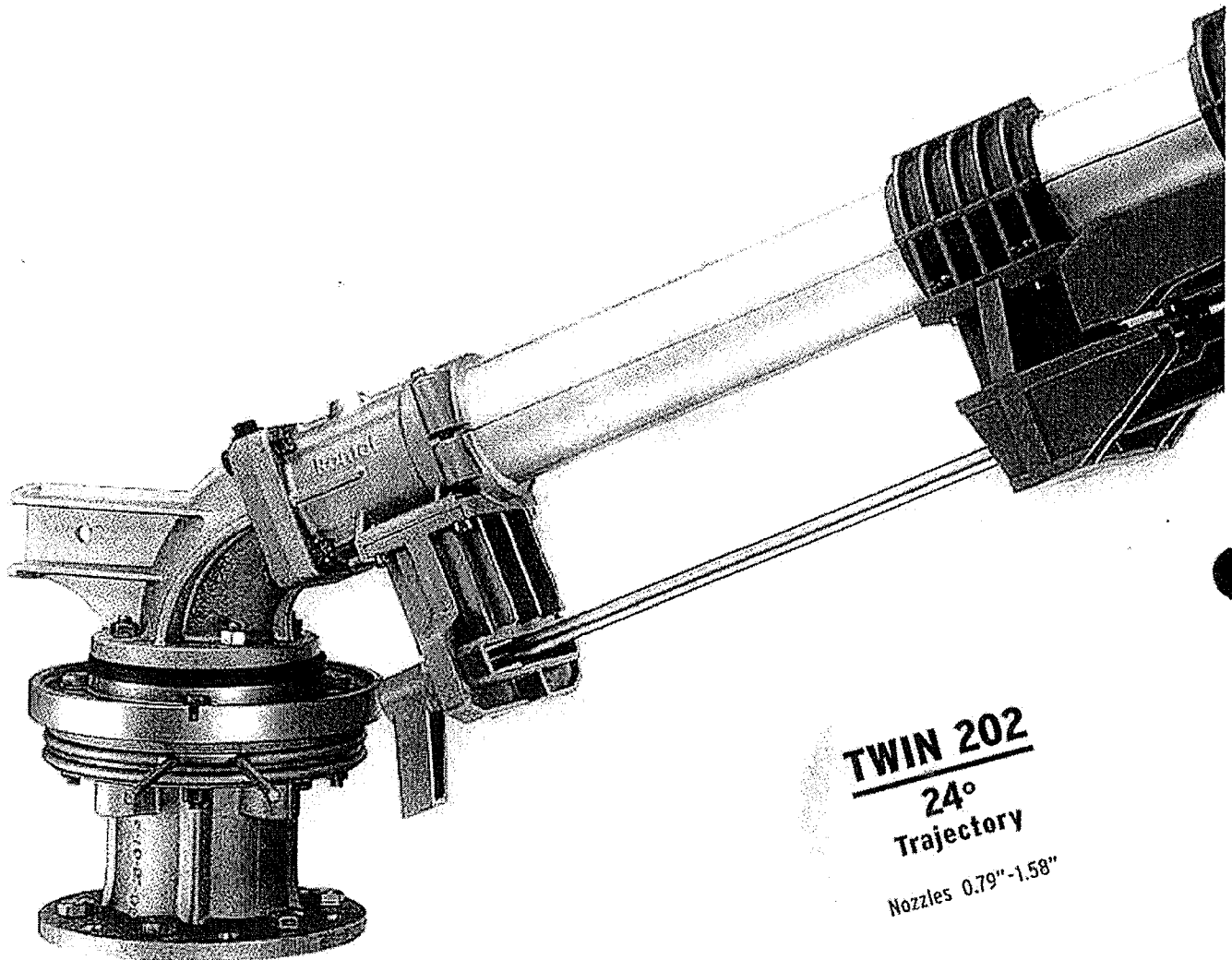
Unit Is A T41/1250 w/ ST7 Frame w/ Dual Axle, Hydraulic  
Stabilizers, Hyd. Gun Cart Lift, Hydraulic Jack, 5 Wheel Gun Cart  
w/ Komat Twin 202 24 Gun.

The Komet Advantage > superior performance through innovative technology



| Twin 202 |                 |      |                 |      |                 |      |                 |      |                 | Taper bore nozzle / Trajectory 24° |                 |      |                 |      |                 |      |                 |      |  |
|----------|-----------------|------|-----------------|------|-----------------|------|-----------------|------|-----------------|------------------------------------|-----------------|------|-----------------|------|-----------------|------|-----------------|------|--|
| PSI      | Nozzle<br>0.79" |      | Nozzle<br>0.89" |      | Nozzle<br>0.98" |      | Nozzle<br>1.08" |      | Nozzle<br>1.18" |                                    | Nozzle<br>1.28" |      | Nozzle<br>1.38" |      | Nozzle<br>1.48" |      | Nozzle<br>1.58" |      |  |
|          | GPM             | DIA. | GPM             | DIA. | GPM             | DIA. | GPM             | DIA. | GPM             | DIA.                               | GPM             | DIA. | GPM             | DIA. | GPM             | DIA. | GPM             | DIA. |  |
| 40       | 110             | 229' | 139             | 239' | 172             | 254' | 208             | 268' | 248             | 279'                               | 291             | 291' | 337             | 301' | 387             | 309' | 440             | 319' |  |
| 50       | 123             | 269' | 156             | 284' | 192             | 302' | 233             | 317' | 277             | 333'                               | 325             | 348' | 377             | 364' | 433             | 377' | 492             | 388' |  |
| 60       | 135             | 294' | 171             | 315' | 211             | 334' | 255             | 350' | 303             | 367'                               | 356             | 386' | 413             | 401' | 474             | 414' | 539             | 427' |  |
| 70       | 146             | 308' | 184             | 332' | 227             | 350' | 275             | 371' | 328             | 390'                               | 384             | 407' | 446             | 422' | 512             | 435' | 582             | 447' |  |
| 80       | 156             | 321' | 197             | 345' | 243             | 364' | 294             | 384' | 350             | 404'                               | 411             | 421' | 476             | 436' | 547             | 450' | 622             | 458' |  |
| 90       | 165             | 329' | 209             | 352' | 258             | 374' | 312             | 395' | 371             | 413'                               | 436             | 429' | 506             | 444' | 580             | 457' | 660             | 465' |  |
| 100      | 174             | 334' | 220             | 357' | 272             | 379' | 329             | 401' | 392             | 418'                               | 459             | 434' | 533             | 450' | 612             | 461' | 696             | 470' |  |
| 110      | 182             | 336' | 231             | 359' | 285             | 382' | 345             | 404' | 411             | 421'                               | 482             | 438' | 559             | 453' | 642             | 465' | 730             | 473' |  |
| 120      | 191             | 339' | 241             | 363' | 298             | 385' | 360             | 407' | 429             | 424'                               | 503             | 442' | 584             | 456' | 670             | 469' | 762             | 476' |  |

N.B.: Performance data were obtained under ideal testing conditions and may be adversely affected by wind and other factors. Pressure refers to pressure at nozzle. A lowered trajectory angle improves the irrigation efficiency in windy conditions. For every 3° drop of the trajectory angle the throw is reduced by approximately 3 to 4%. For solid-set applications, it is advised to take into account the appropriate throw-reduction factor for local atmospheric conditions in order to assure overlapping and coverage of the irrigated area.



**TWIN 202**  
**24°**  
**Trajectory**  
Nozzles 0.79"-1.58"

available  
models >

**TWIN 202**  
Trajectory 24°  
Full or part circle operation  
Flange connection

**TWIN 202 Vari-Angle**  
Trajectory 16°-28°  
Full or part circle operation  
Flange connection

**City Council Agenda Items  
and  
Contracts, Leases or Agreements**

8/20/2013

City Council Meeting Date  
Agenda Items Only

David Jurgens

Submitted By

Utilities Capital Projects

Division

Utilities

Department

**Action Required:**

Resolution approving a settlement agreement with Bill R. and Doris A. Kisor concerning condemnation litigation filed as part of the Highway 265 (Crossover Road) water and sewer relocation project for \$13,950.00. This amount is \$10,650.00 above the \$3,300.00 previously placed on deposit with the court.

\$ 10,650

Cost of this request

\$ 793,956

Category / Project Budget

W&amp;S Relocations-2009 Bond Proceeds

Program Category / Project Name

5400.5640.5808.00

Account Number

\$ 621,945

Funds Used to Date

Water &amp; Wastewater

Program / Project Category Name

08072-1102

Project Number

\$ 172,011

Remaining Balance

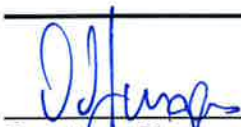
Water &amp; Sewer

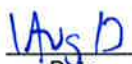
Fund Name

Budgeted Item

☒

Budget Adjustment Attached

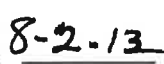
☐
  
 Department Director

  
 Date

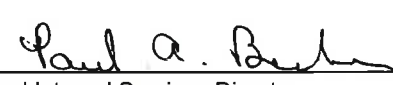
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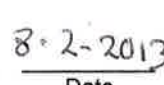
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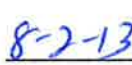
  
 City Attorney

  
 Date

Original Contract Number:

  
 Finance and Internal Services Director

  
 Date
Received in City  
Clerk's Office
  
 Chief of Staff

  
 Date
Received in  
Mayor's Office
  
 Mayor

  
 Date

Comments:

www.accessfayetteville.org

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan  
 Don Marr, Chief of Staff

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



Date: July 31, 2013

Subject: Approval of an easement settlement agreement with Bill and Doris Kisor on Highway 265 (Crossover Rd)

## **RECOMMENDATION**

Staff recommends approval of a settlement agreement with Bill R. and Doris A. Kisor concerning condemnation litigation filed as part of the Highway 265 (Crossover Road) water and sewer relocation project for \$13,950.00. This amount is \$10,650.00 above the \$3,300.00 previously placed on deposit with the court, and is \$7,375 above the City's highest previous offer.

## **BACKGROUND**

The Arkansas Highway and Transportation Department (AHTD) is widening Highway 265 (Crossover Road) from Joyce Boulevard north to the City Limits. Due to AHTD's acquisition of additional right-of-way to widen the road, utility lines have been relocated outside of the expanded right-of-way. These utility easements are adjacent to the new highway right-of-way and/or existing utility easements. On July 3, 2012, in order to not delay the project, the City Council approved condemnation proceedings against several properties, including the Kisors. Negotiations with property owners continued; of the original seven that were submitted for condemnation, all have been settled out of court; the Kisors was the last open case.

## **DISCUSSION**

After continued negotiations and through meetings with Mr. Kisor and their attorney, staff and the Kisors have reached the attached settlement agreement. It is \$25,050 below the Kisors' appraisal for the easement. The amount was calculated as shown below. The settlement amount is based on the AHTD settlement amount, adjusted for two items, shown below, plus the \$1,500 appraisal cost that the Kisor's incurred.

- Proportionately reduced to reflect the smaller area our easement occupied, and
- Modified because we were only acquiring an easement, whereas the AHTD was purchasing the land in full. The City generally pays 25% of full fee simple for easements, as we only obtain limited rights to the land, and the property owner retains ownership. We also generally pay 10% of full fee simple price for temporary construction easement, which ends when the project is completed.

Both sides feel this negotiated settlement is fair and reasonable. Water and sewer construction is completed.

| Valuation Source                          | Price     |
|-------------------------------------------|-----------|
| Kisors' Appraisal                         | \$ 39,000 |
| City's Appraisal                          | \$ 3,300  |
| AHTD Settlement (adjusted as shown above) | \$ 12,450 |

## **BUDGET IMPACT**

This settlement for \$13,950.00 is \$10,650.00 increase above the \$3,300.00 previously placed on deposit with the court. The additional \$10,650.00 is available within the approved project budget.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH BILL AND DORIS KISOR CONCERNING CONDEMNATION LITIGATION FILED AS PART OF THE N. CROSSOVER ROAD UTILITIES IMPROVEMENT PROJECT IN A TOTAL AMOUNT OF \$13,950.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Bill and Doris Kisor, in a total amount of \$13,950.00, as full and final settlement of condemnation litigation (City of Fayetteville v. Kisor, et ux., Washington County Circuit Court Case No. CV 2012-2237-7) filed as part of the N. Crossover Road Utilities Improvement Project.

Section 2: That the City Council of the City of Fayetteville, Arkansas, in furtherance of the settlement, hereby approves payment of an additional \$10,650, over and above the \$3,300.00 placed on deposit with the court.

**PASSED and APPROVED** this 20<sup>th</sup> day of August, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

REECE MOORE PENDERGRAFT LLP

Lee Moore  
Joseph D. Reece  
Kenneth N. Hall\*  
John P. Neihouse, P.A.\*\*  
Larry McCredy  
Denton E. Woods  
Alex G. Miller

Attorneys at Law  
A LIMITED LIABILITY PARTNERSHIP  
Established 2005

P.O. Box 1788  
75 North East Avenue, Suite 500  
Fayetteville, Arkansas 72702  
Firm: 479.443.2705  
Fax: 479.443.2718  
www.mpllp.com

Tim C. Hutchinson\*  
Scott M. Lar  
Neal R. Pendergraft†

†Of Counsel  
\*Also Licensed in Missouri  
\*\*Also Licensed in Oklahoma and Texas  
Writer's Email: lmccredy@mpllp.com

August 1, 2013

Mr. Jason B. Kelley  
Assistant City Attorney  
113 W. Mountain, Suite 302  
Fayetteville, AR 72701

RECEIVED

AUG 02 2013

CITY ATTORNEY'S OFFICE

RE: *City of Fayetteville, Arkansas v. Bill Kisor and Doris Kisor*  
Washington County Circuit Court, Case No. CV-12-2237-7

Dear Jason:

I am in receipt of your letter dated July 30, 2013. Please let this letter confirm that my clients have agreed to accept the sum of \$13,950.00 as total just compensation for the takings at issue in this matter. Further, my clients understand that this agreement is conditioned upon approval by the Fayetteville City Counsel which is scheduled to be considered on August 20, 2013.

Thank you for your assistance and cooperation.

Sincerely,

  
Larry McCredy

LMc/kgb



KIT WILLIAMS  
FAYETTEVILLE CITY ATTORNEY

JASON B. KELLEY  
Assistant City Attorney

Judy Housley  
Office Manager

Phone (479) 575-8313  
FAX (479) 575-8315  
TDD (479) 521-1316

July 30, 2013



113 W. Mountain, Suite 302  
Fayetteville, AR 72701-6083

Larry McCreedy, Esq.  
Reece Moore Pendergraft, LLP  
P.O. Box 1788  
Fayetteville, AR 72702

Re: City of Fayetteville v. Kisor, et ux., Wash. Co. Case No. CV 12-2237-7

Dear Larry:

Please allow this letter to serve as confirmation of the settlement agreement your client and the City of Fayetteville have made, subject to approval of the Mayor and City Council, in full and final settlement of the above-referenced condemnation litigation.

The City and your client agreed to \$13,950.00 as total just compensation for the takings at issue. This settlement will be presented to the Fayetteville City Council for its consideration at its August 20, 2013, meeting. Assuming it is approved, I will then begin the process of having a check issued. We can work out the timing details of dismissal paperwork, deed execution, etc., at that time.

Please confirm your understanding of this agreement so that it can be presented to the City Council for its consideration. We appreciate you and your clients' willingness to reach an acceptable resolution to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "JB Kelley", written over a horizontal line.

Jason B. Kelley  
Assistant City Attorney

cc: D. Jurgens

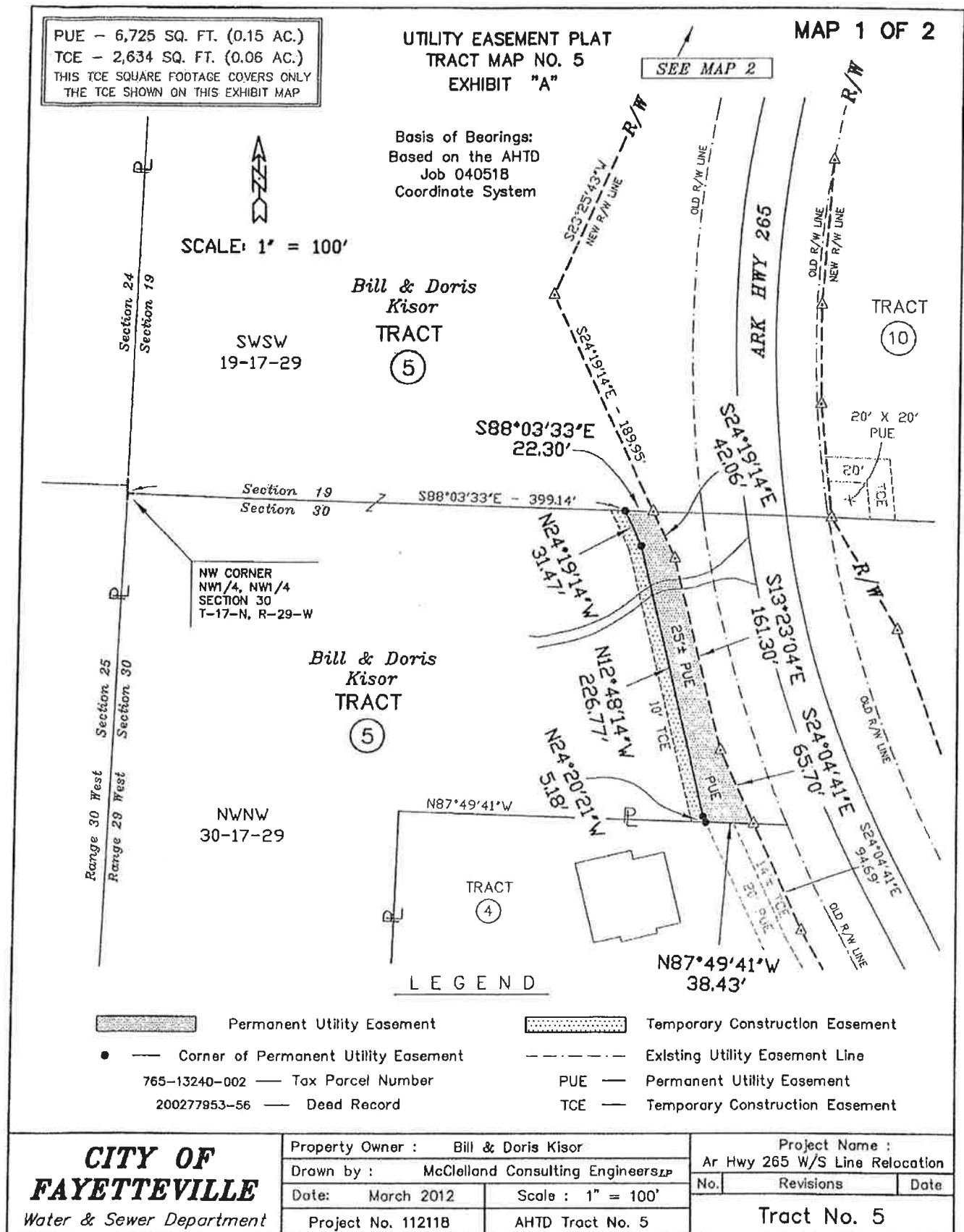




0 115 230 460 690 Feet



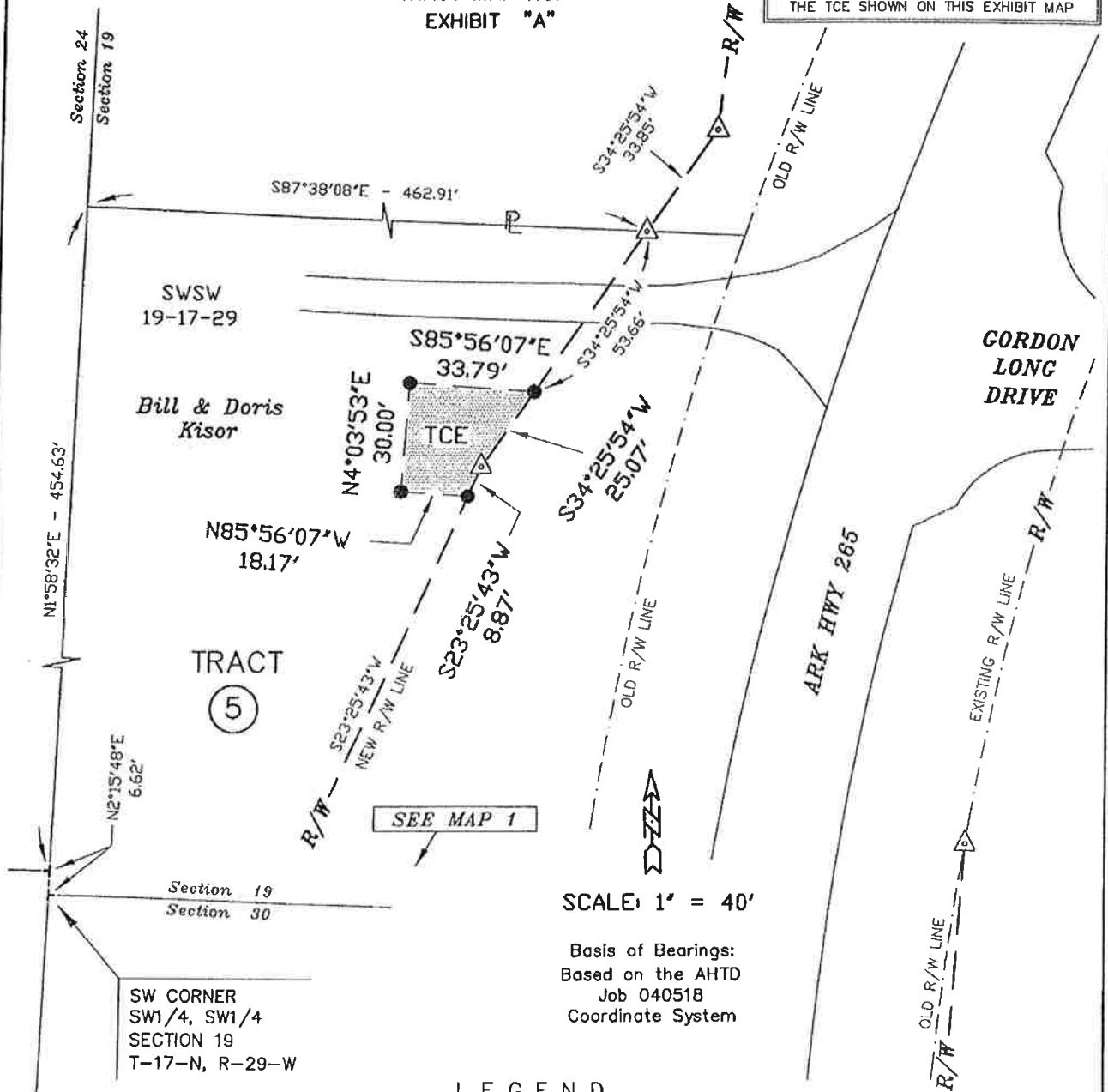




MAP 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT PLAT  
TRACT MAP NO. 5  
EXHIBIT "A"

TCE - 758 SQ. FT. (0.02 AC.)  
THIS TCE SQUARE FOOTAGE COVERS ONLY  
THE TCE SHOWN ON THIS EXHIBIT MAP



LEGEND

- Temporary Construction Easement  
 Corner of Permanent Utility Easement  
 765-13234-000 Tax Parcel Number  
 2002-36547 Deed Record  
 --- Existing Utility Easement Line  
 PUE --- Permanent Utility Easement  
 TCE --- Temporary Construction Easement

**CITY OF  
FAYETTEVILLE**  
Water & Sewer Department

Property Owner : Bill & Doris Kisor  
Drawn by : McClelland Consulting Engineers  
Date: March 2012 Scale : 1" = 40'  
Project No. 112118 AHTD Tract No. 5

Project Name :  
Ar Hwy 265 W/S Line Relocation  
No. Revisions Date  
Tract No. 5

City Council Agenda Items  
and  
Contracts, Leases or Agreements

8/6/2013

City Council Meeting Date  
Agenda Items OnlyAndrew Garner  
Submitted ByPlanning  
DivisionDevelopment Services  
Department

## Action Required:

RZN 13-4410: Rezone (2468 N. CROSSOVER RD./LYNNWOOD ESTATES, 294): Submitted by BEN ISRAEL for property located at 2468 NORTH CROSSOVER ROAD. The property is zoned RSF-2, RESIDENTIAL SINGLE-FAMILY, 2 UNITS PER ACRE and contains approximately 4.66 acres. The request is to rezone the property to R-O, RESIDENTIAL OFFICE, subject to a Bill of Assurance.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

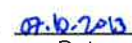
Project Number

\$

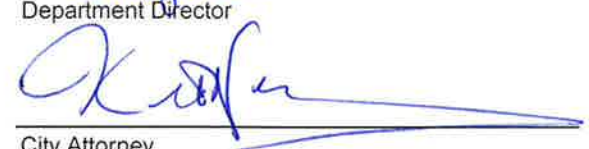
Remaining Balance

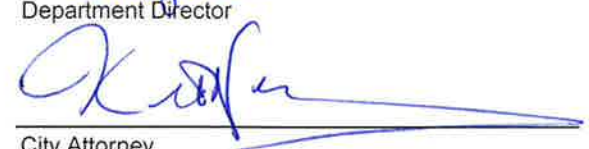
Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐
  
Department Director

  
Date

Previous Ordinance or Resolution #

  
City Attorney

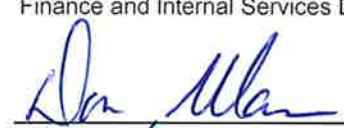
  
Date

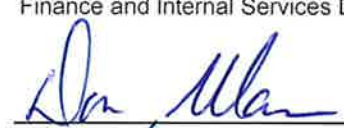
Original Contract Date:

Original Contract Number:

  
Finance and Internal Services Director

  
Date
Received in City Clerk's Office 07-11-13 P12:07 RCVD  

  
Chief of Staff

  
Date
Received in  
Mayor's Office
  
Mayor

  
Date


Comments:

Left on the first Reading at the 8/6/13 CC mtg.



www.accessfayetteville.org

## CITY COUNCIL AGENDA MEMO

---

**To:** Mayor Jordan, City Council

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

**From:** Andrew Garner, Senior Planner

**Date:** July 9, 2013

**Subject:** RZN 13-4410 (2468 N. Crossover/Lynnwood Estates)

---

### RECOMMENDATION

The Planning Commission recommends approval of an ordinance to rezone the property to R-O, Residential Office, subject to a Bill of Assurance. Planning Division staff recommends denial of the request.

### BACKGROUND

The subject property is located at 2468 Crossover Road and contains approximately 4.66 acres with a single family residence and five undeveloped single family lots that were platted in 2006 with the Lynnwood Estates Final Plat.

The applicant has submitted an application to rezone the property from RSF-2 to R-O, Residential Office. The applicant has offered a Bill of Assurance with the rezoning with several restrictions that would apply to the property if it is rezoned to R-O. A copy of the Bill of Assurance is attached and addresses issues such as land use, building size and appearance, noise, and landscaping. Staff has also included a copy of the R-O zoning code highlighting restrictions offered by the applicant in their Bill of Assurance.

Staff has concerns that this rezoning to R-O, Residential Office would be incompatible with the surrounding, primarily single family land uses, and would potentially conflict with City Plan 2030. The rezoning would start to compromise the primarily residential nature of this vicinity of Crossover Road, when the Future Land Use Plan map concentrates the more intense, non-residential uses at the busier intersections of Mission, Joyce, Zion, and Huntsville, not mid-block at the subject property.

### DISCUSSION

On July 8, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 6-1-0 (Commissioner Honchell voted 'no'). There were three members of the public that spoke against the rezoning at the Planning Commission meeting, discussing issues such as land use compatibility, future commercial uses along the corridor, and traffic issues.

### BUDGET IMPACT

None.

**ORDINANCE NO.**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 13-4410, FOR APPROXIMATELY 4.66 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE-FAMILY, 2 UNITS PER ACRE, TO R-O, RESIDENTIAL OFFICE, SUBJECT TO A BILL OF ASSURANCE.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from RSF-2, Residential Single-Family, 2 units per acre to R-O, Residential Office, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

Section 3: That the rezoning of the subject property is subject to the Bill of Assurance offered by the applicant as shown in Exhibit "C" attached hereto and made a part hereof.

**PASSED and APPROVED** this     day of     , 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

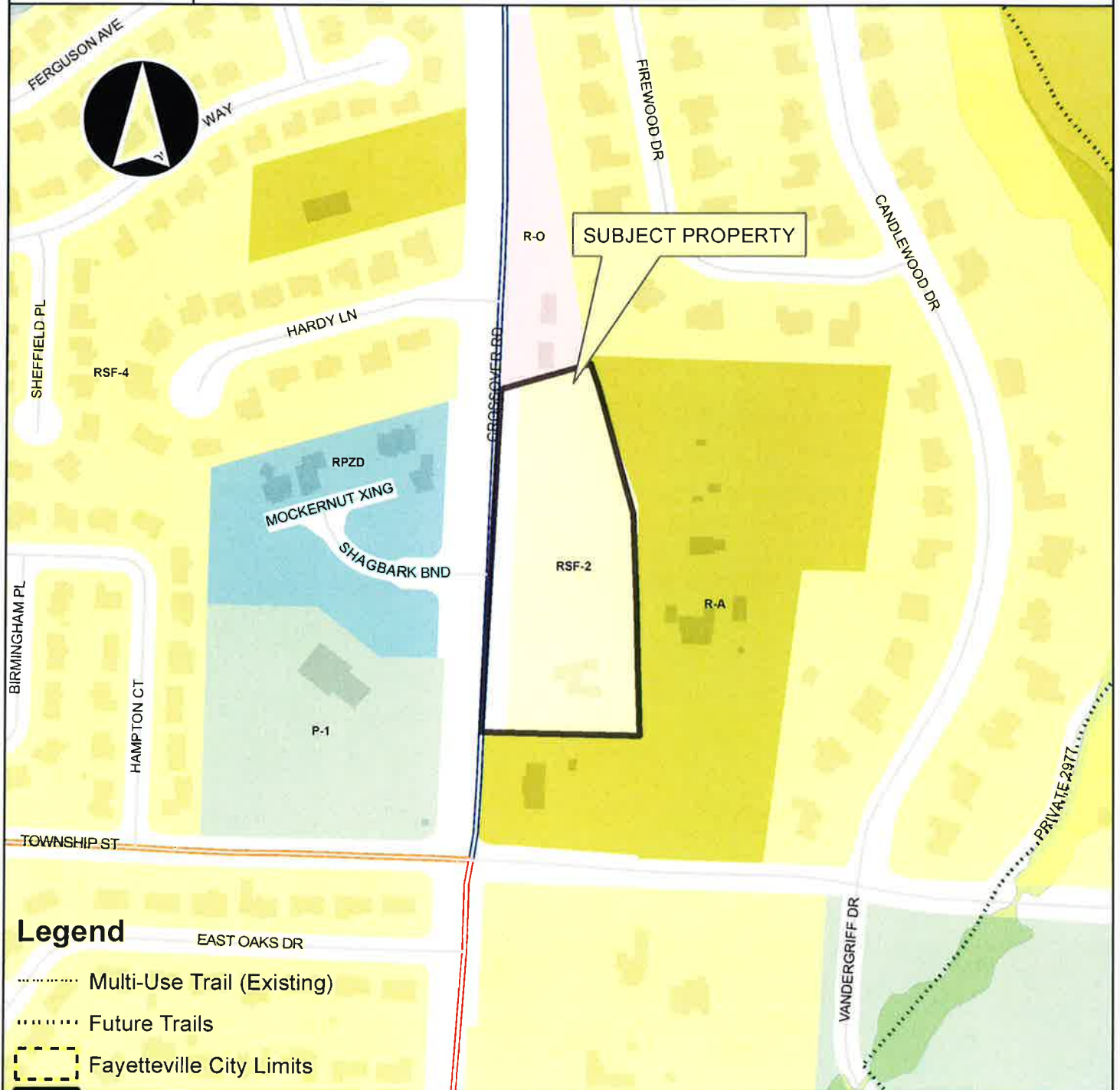
# EXHIBIT "A"

B. 1  
RZN 13-4410 (2468 N. Crossover  
Rd./Lynnwood Estates)  
Page 4 of 42

RZN13-4410

## LYNNWOOD ESTATES

Close Up View



### Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview

RZN13-4410

- 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 13-4410**

PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 17  
NORTH, RANGE 29 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN WASHINGTON  
COUNTY ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS,

TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID 40 ACRE TRACT  
RUNNING THENCE N90°00'00"E A DISTANCE OF 555.26 FEET, THENCE N03°13'15"E  
245.07 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND IRON PIN  
ON THE EXISTING RIGHT OF WAY OF ARKANSAS HIGHWAY 265, AND RUNNING  
THENCE N03°13'15"E 700.59 FEET, THENCE N74°00'39"E 189.44 FEET, THENCE  
S19°46'00"E 49.79 FEET, THENCE S15°11'33"E 31.97 FEET, THENCE S15°14'58"E 92.68  
FEET, THENCE S15°30'03"E 121.08 FEET, THENCE S13°21'29"E 22.02 FEET, THENCE  
S02°37'00"E 82.44 FEET, THENCE S01°54'36"E 110.11 FEET, THENCE S01°15'39"E 110.06  
FEET, THENCE S01°20'29"E 151.20 FEET; THENCE N88°43'45"W 321.99 FEET TO THE  
POINT OF BEGINNING CONTAINING 4.66 ACRES MORE OR LESS SUBJECT TO  
RIGHT OF WAY ALONG ARKANSAS HIGHWAY 265

# EXHIBIT "C"

Page 1 of 2

B. 1  
RZN 13-4410 (2468 N. Crossover  
Rd./Lynnwood Estates)  
Page 6 of 42

## BILL OF ASSURANCE

### FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Jerry W. Jones & Lynn B. Rogers Revocable Trust LynnWood Estates, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

**The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance** in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's 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 Petitioner 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 Petitioner's rezoning request.

**Petitioner hereby voluntarily offers assurances** that Petitioner and Petitioners property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. **The use of Petitioner's property shall be limited to Professional Office Space or Single Family Residences**
2. **Other restrictions including number and type of structures upon the property are limited to:**
  - a. **Height of any building constructed is not to exceed 40 feet**
  - b. **Materials used will be brick, stone or similar material**
  - c. **Structures must have no less than a 6/12 roof pitch**
  - d. **Fencing will separate the property on the east side from adjoining neighbors and must be approved by Petitioner.**
3. **Specific activities will not be allowed upon Petitioner's property include:**
  - a. **No loud or obnoxious noise**
  - b. **No outdoor animals**
  - c. **No bars or alcohol serving businesses including clubs etc.**
  - d. **No late night businesses**
  - e. **No sexual related businesses**
  - f. **No residential rentals**
  - g. **No multi-family dwellings**
4. **(Any other terms or conditions) Street side landscaping plus landscaped yards, parking and other outside lighting will be minimal height and not disturbing to neighbors.**
5. **Petitioner 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 Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.**

# EXHIBIT "C"

Page 2 of 2

B. 1  
RZN 13-4410 (2468 N. Crossover  
Rd./Lynnwood Estates)  
Page 7 of 42

6. **IN WITNESS WHEREOF** and in final agreement with all the terms and conditions stated above, we Jerry W. Jones & Lynn B. Rogers Trustees of the Jerry W. Jones & Lynn B. Rogers Revocable Trust LynnWood Estates, as the owner (Petitioner) **voluntarily offer** all such assurances and sign our names below.

**Jerry W. Jones & Lynn B. Rogers Trustees**

Date June 24, 2013

Address

2468 Crossover Road

Fayetteville, AR 72703

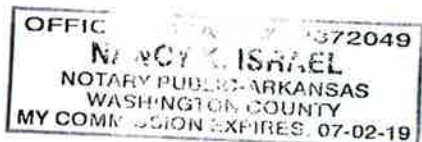
Jerry W. Jones  
Lynn B. Rogers

## NOTARY OATH

STATE OF ARKANSAS                      }.ss

COUNTY OF WASHINGTON            }

And now on this the 24<sup>th</sup> day of June, 2013 appeared before me, Jerry W. Jones & Lynn B. Rogers Trustees of the Jerry W. Jones & Lynn B. Rogers Revocable Trust LynnWood Estates, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.



Nancy K. Israel

**NOTARY PUBLIC**

My Commission Expires:

July 02, 2019

**Bill of Assurance Associated with RZN 13-4410 applied to the R-O zoning district shown in ~~strikeout~~-highlight**

**161.17 District R-O, Residential Office**

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

|                    |                                        |
|--------------------|----------------------------------------|
| Unit 1             | City-wide uses by right                |
| <del>Unit 5</del>  | <del>Government facilities</del>       |
| Unit 8             | Single-family dwellings                |
| <del>Unit 9</del>  | <del>Two-family dwellings</del>        |
| <del>Unit 12</del> | <del>Limited business</del>            |
| Unit 25            | Offices, studios, and related services |
| <del>Unit 44</del> | <del>Cottage Housing Development</del> |

(2) *Conditional uses.*

|                    |                                                     |
|--------------------|-----------------------------------------------------|
| <del>Unit 2</del>  | <del>City-wide uses by conditional use permit</del> |
| <del>Unit 3</del>  | <del>Public protection and utility facilities</del> |
| <del>Unit 4</del>  | <del>Cultural and recreational facilities</del>     |
| <del>Unit 11</del> | <del>Manufactured home park*</del>                  |
| <del>Unit 13</del> | <del>Eating places</del>                            |
| <del>Unit 15</del> | <del>Neighborhood shopping goods</del>              |
| <del>Unit 24</del> | <del>Home occupations</del>                         |
| <del>Unit 26</del> | <del>Multi-family dwellings</del>                   |
| <del>Unit 36</del> | <del>Wireless communications facilities*</del>      |
| <del>Unit 42</del> | <del>Clean technologies</del>                       |

(C) *Density.*

|                |            |
|----------------|------------|
| Units per acre | 24 or less |
|----------------|------------|

(D) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

|                                     |         |
|-------------------------------------|---------|
| Manufactured home park              | 100 ft. |
| Lot within a manufactured home park | 50 ft.  |
| Single-family                       | 60 ft.  |
| Two-family                          | 60 ft.  |
| Three or more                       | 90 ft.  |

(2) *Lot area minimum.*

|                           |               |
|---------------------------|---------------|
| Manufactured home park    | 3 acres       |
| Lot within a manufactured | 4,200 sq. ft. |

|                        |                |
|------------------------|----------------|
| home park              |                |
| Townhouses:            |                |
| Development            | 10,000 sq. ft. |
| Individual lot         | 2,500 sq. ft.  |
| Single-family          | 6,000 sq. ft.  |
| Two-family             | 6,500 sq. ft.  |
| Three or more          | 8,000 sq. ft.  |
| Fraternity or Sorority | 1 acre         |

(3) *Land area per dwelling unit.*

|                          |                          |
|--------------------------|--------------------------|
| Manufactured home        | 3,000 sq. ft.            |
| Townhouses & apartments: |                          |
| No bedroom               | 1,000 sq. ft.            |
| One bedroom              | 1,000 sq. ft.            |
| Two or more bedrooms     | 1,200 sq. ft.            |
| Fraternity or Sorority   | 500 sq. ft. per resident |

(E) *Setback regulations.*

|                                                                        |        |
|------------------------------------------------------------------------|--------|
| Front                                                                  | 15 ft. |
| Front, if parking is allowed between the right-of-way and the building | 50 ft. |
| Front, in the Hillside Overlay District                                | 15 ft. |
| Side                                                                   | 10 ft. |
| Side, when contiguous to a residential district                        | 15 ft. |
| Side, in the Hillside Overlay District                                 | 8 ft.  |
| Rear, without easement or alley                                        | 25 ft. |
| Rear, from center line of public alley                                 | 10 ft. |
| Rear, in the Hillside Overlay District                                 | 15 ft. |

(F) *Building height regulations.*

|                         |        |
|-------------------------|--------|
| Building Height Maximum | 60 ft. |
|-------------------------|--------|

*Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district an additional distance of one foot for each foot of height in excess of 20 feet.

**Maximum building height of 40 feet**

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4726, 7-19-05; Ord. 4943, 11-07-06; Ord. 5079, 11-20-07; Ord. 5195, 11-6-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

**Bill of Assurance Associated with RZN 13-4410 applied to Use Unit 25  
shown in ~~strikeout~~ highlight**

(Y) Unit 25. Offices, studios and related services.

(1) *Description.* Unit 25 consists of offices, studios, medical and dental labs, and other supporting services and sales.

(2) *Included uses.*

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Medical Clinic:                           | <ul style="list-style-type: none"> <li>• Dental office/clinic</li> <li>• Medical office/clinic</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Professional office:                      | <ul style="list-style-type: none"> <li>• Accountant</li> <li>• Architect</li> <li>• Attorney</li> <li>• Broker</li> <li>• Engineer</li> <li>• Realtor</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <del>Sale of supplies and equipment</del> | <ul style="list-style-type: none"> <li><del>• Architecture, drafting, and art supplies</del></li> <li><del>• Office furnishings and supplies</del></li> <li><del>• Medical, optical, and dental supplies</del></li> <li><del>• Scientific instruments</del></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Services:                                 | <ul style="list-style-type: none"> <li>• Advertising agency</li> <li><del>• Animal daycare (10 animals or less)</del></li> <li><del>• Auto parking garage</del></li> <li><del>• Bail bonding agency</del></li> <li>• Business or management consultant</li> <li>• Computing service</li> <li>• Consultant</li> <li>• Data processing service</li> <li>• Drafting service</li> <li><del>• Employment agency</del></li> <li><del>• Financial institution</del></li> <li><del>• Funeral home</del></li> <li>• Insurance sales</li> <li>• Interior decorator</li> <li><del>• Photocopying or printing</del></li> <li><del>• Social and welfare agencies</del></li> <li>• Travel agency</li> <li><del>• Veterinary small animal out-patient clinic</del></li> </ul> |
| Studios:                                  | <ul style="list-style-type: none"> <li>• Artist's studio</li> <li>• Photography studio</li> <li>• Studio for teaching any of the fine or liberal arts</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



**Kit Williams**  
*City Attorney*

**Jason B. Kelley**  
*Assistant City Attorney*

**TO: Mayor Jordan**  
**City Council**

**CC: Don Marr, Chief of Staff**  
**Jeremy Pate, Development Services Director**  
**Andrew Garner, Senior Planner - Current Planning**

**FROM: Kit Williams, City Attorney**

**DATE: July 12, 2013**

**RE: Bill of Assurance offered by Petitioner seeking rezoning of 4.66 acres at  
2468 North Crossover Road**

I want to thank Planning for its explanation of all the use units normally allowed for Residential Office which Petitioners are seeking to forfeit through their Bill of Assurance. However, their Bill of Assurance does not appear to allow many of the uses all in *Use Unit 25 Offices, Studios and Related Services*. Attached is a copy of all the uses allowed in Use Unit 25. I believe the Bill of Assurance would allow the uses shown for Medical Clinics, Studios and Professional Office, but not most of those listed for Sale of supplies and equipment nor for Services. Some of those activities I believe would be excluded would be Animal daycare, Bail bonding agency, Funeral home, Office furnishings and supplies, Social and welfare agencies, Photocopying or printing and Veterinary Small Animal out-patient clinic.

The applicant needs to be asked whether the Bill of Assurance is intended to exclude all but the Medical Clinic, Studios and Professional Office uses and, if not, what other uses in Use Unit 25 do they intend to be allowed to exercise. We cannot negotiate or request certain uses be excluded. However, we should understand exactly what the applicant means by his offered Bill of Assurance.



## TITLE XV. UNIFIED DEVELOPMENT CODE

(2) *Included uses.*

|                                            |                                                                                                                                               |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Home child care, no more than six children |                                                                                                                                               |
| Instructional services:                    | Art<br>Crafts<br>Dance<br>Music<br>Tutoring                                                                                                   |
| Professional services:                     | Architects<br>Insurance agents<br>Lawyers<br>Real estate agents<br>Accountants<br>Editors<br>Publishers<br>Graphic designers<br>Travel agents |
| Repair services:                           | Clocks and watches<br>Computers<br>Electronic devices<br>Lawnmowers<br>Small appliances<br>Small engines                                      |

(Y) Unit 25. *Offices, studios and related services.*

(1) *Description.* Unit 25 consists of offices, studios, medical and dental labs, and other supporting services and sales.

(2) *Included uses.*

|                                |                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Medical Clinic:                | • Dental office/clinic<br>• Medical office/clinic                                                                                                                                                                                                                                                                                         |
| Professional office:           | • Accountant<br>• Architect<br>• Attorney<br>• Broker<br>• Engineer<br>• Realtor                                                                                                                                                                                                                                                          |
| Sale of supplies and equipment | • Architecture, drafting, and art supplies<br>• Office furnishings and supplies<br>• Medical, optical, and dental supplies<br>• Scientific instruments                                                                                                                                                                                    |
| Services:                      | • Advertising agency<br>• Animal daycare (10 animals or less)<br>• Auto parking garage<br>• Bail bonding agency<br>• Business or management consultant<br>• Computing service<br>• Consultant<br>• Data processing service<br>• Drafting service<br>• Employment agency<br>• Financial institution<br>• Funeral home<br>• Insurance sales |

|          |                                                                                                                                                        |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | • Interior decorator<br>• Photocopying or printing<br>• Social and welfare agencies<br>• Travel agency<br>• Veterinary small animal out-patient clinic |
| Studios: | • Artist's studio<br>• Photography studio<br>• Studio for teaching any of the fine or liberal arts                                                     |

(Z) Unit 26. *Multi-family dwellings.*

(1) *Description.* Unit 26 is provided in order that multi-family dwellings and more than three attached units may be located in appropriate residential areas.

(2) *Included areas.*

|                                           |
|-------------------------------------------|
| Apartments                                |
| Convalescent home                         |
| Dormitory                                 |
| Fraternity/Sorority houses                |
| Multi-family attached dwellings           |
| Rooming/boarding house                    |
| Townhouse, more than three attached units |

(AA) Unit 27. *Wholesale bulk petroleum storage facilities with underground storage tanks.*

(1) *Description.* Unit 27 is provided in order that wholesale bulk petroleum storage facilities with underground storage tanks may be located in the appropriate industrial areas.

(2) *Included uses.*

|                                                                            |
|----------------------------------------------------------------------------|
| Wholesale bulk petroleum storage facilities with underground storage tanks |
|----------------------------------------------------------------------------|

(BB) Unit 28. *Center for collecting recyclable materials.*

(1) *Description.* Unit 28 is provided in order that centers for collecting recyclable material may be located in appropriate commercial and industrial areas.

(2) *Included uses.*

|                                            |
|--------------------------------------------|
| Center for collecting recyclable materials |
|--------------------------------------------|

(CC) Unit 29. *Dance halls. \**

(1) *Description.* Unit 29 is provided in order that establishments that provide areas for dancing may be located in an appropriate environment and as not to negatively impact adjacent properties.



**RZN 13-4410: Rezone (2468 N. CROSSOVER RD./LYNNWOOD ESTATES, 294):** Submitted by BEN ISRAEL for property located at 2468 NORTH CROSSOVER ROAD. The property is zoned RSF-2, RESIDENTIAL SINGLE-FAMILY, 2 UNITS PER ACRE and contains approximately 4.66 acres. The request is to rezone the property to R-O, RESIDENTIAL OFFICE, subject to a Bill of Assurance.

**Andrew Garner**, Senior Planner, gave the staff report.

**Ben Israel**, applicant's representative, discussed the request, that the property to the north was recently zoned R-O. He described the various land uses along Crossover Road from Lake Fayetteville south to Mission Boulevard.

**Public Comment:**

**Brian Runnels**, 2396 Crossover Road, adjacent neighbor to the east of the subject property. Discussed that we should preserve the 265 corridor. We should prevent further commercial encroachment into this area between Mission and Joyce/Zion Road. He discussed that because of a lack of a left turn will limit commercial viability.

**Lynn Lorrimer**, 2320 Crossover Road, lives about one block south. Discussed changes over Crossover Road over the years. The property in question will have a median and not be able to turn left. I bought this land 23 years ago because it was a beautiful area. It is still a quiet, residential area. He is against any kind of commercial or offices in this area. It will increase traffic flow and the noise.

**Paul Henry**, live on Township just south. Crossover is a double-wide lane now. He is concerned with traffic ingress. The lot on the southern corner is left out. Casey's and Kum and Go may now look at this corner if R-O is approved. The applicant has a nice sized property. He discussed letting commercial use creep into this area, and that C-1 is usually near R-O and that would be the next logical step which would not be appropriate. Change is good, but this type of change in this area of Crossover Road would not be good.

**No more public comment was presented.**

**Commissioner Hoskins** asked about the property to the north that was rezoned last year.

**Garner** discussed the property to the north was a very different situation. He described the state taking a large portion of this property making it not viable with a single family residence. Staff agreed with the applicant that because of the close proximity the state highway close to his house, it would be more viable and appropriate to allow a small office use.

**Commissioner Hoskins** discussed the limited intensity on that property to the north because of the small triangular shape. This is a different situation than the proposed property that is quite a bit bigger and would allow more development.

**Commissioner Winston** asked about the Bill of Assurance and about a worst case scenario development.

**Garner** discussed the applicant's Bill of Assurance limiting the use, the roof height, could potentially be a three-story office building with a pitched roof.

**Commissioner Winston** asked about the median affecting the use of the property.

**Garner** discussed that with the improvements to Crossover Road including a median, left turn in or out would not be permitted. Safe access would not be an issue and the road is capable of supporting the traffic. It is a land use plan and compatibility issue from staff's perspective.

**Commissioner Winston** asked about the median being set in stone, or could it be modified.

**Garner** indicated that it was set as-is.

**Kit Williams**, City Attorney, discussed that the City asked the state whether or not they would be willing to look at a change for a new street coming in and the state said 'no'.

**Commissioner Cook** pointed out that Residential Neighborhood Areas in the Future Land Use Plan does speak about residential, but also encourages non-residential uses along corridors and connecting corridors. He asked for staff's opinion.

**Garner** responded discussed that the intent it not to segregate residential from non-residential. The big picture of City Plan 2030 it is provide complete communities, where people are not isolated from non-residential. Staff's concern was more looking along the corridor and the opinion that this stretch of Crossover Road was more appropriate for residential land uses.

**Commissioner Hoskins** asked about utilizing other form-based zoning districts such as Community Services.

**Garner** discussed potential issues with Community Services because it would allow much more intensive uses and multi-family apartments.

**Commissioner Hoskins** about other less intensive zoning districts.

**Garner** discussed the Neighborhood Services zoning district would permit non-residential uses in structures of up to 3,000 square feet, which would be a step below R-O zoning.

**Commissioner Hoskins** asked the applicant about utilizing the Neighborhood Services zoning district.

**Ben Israel**, applicant, indicated that 'no' he hadn't considered other zoning districts. He asked what assurances Commissioner Hoskins would want to get the zoning approved. He discussed that the property owners offered these to make the neighbors happy. I think it is an excellent area for a stand-alone office, such as a 3,000 square foot dental office. There is no where else out there to accommodate that in this area of the city.

**Commissioner Winston** discussed that he felt comfortable with the proposed rezoning with the Bill of Assurance and felt that it met the goals of City Plan 2030.

**Motion:**

**Commissioner Winston** made a motion to forward **RZN 13-4410** to the City Council with a recommendation for approval, **Commissioner Bunch** seconded the motion. **Upon roll call the motion passed with a vote of 6-1-1 (Commissioner Honchell voted 'no' and Commissioner Chessier abstained).**



## PC Meeting of July 8, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.  
Fayetteville, AR 72701  
Telephone: (479) 575-8267

### PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission  
FROM: Andrew Garner, Senior Planner  
Matt Casey, Assistant City Engineer  
THRU: Jeremy Pate, Development Services Director  
DATE: July 1, 2013 Updated July 9, 2013

**RZN 13-4410: Rezone (2468 N. CROSSOVER RD./LYNNWOOD ESTATES, 294):** Submitted by BEN ISRAEL for property located at 2468 NORTH CROSSOVER ROAD. The property is zoned RSF-2, RESIDENTIAL SINGLE-FAMILY, 2 UNITS PER ACRE and contains approximately 4.66 acres, subject to a Bill of Assurance. The request is to rezone the property to R-O, RESIDENTIAL OFFICE. Planner: Andrew Garner

### BACKGROUND:

The subject property is located at 2468 Crossover Road and contains approximately 4.66 acres with a single family residence and five undeveloped single family lots that were platted in 2006 with the Lynnwood Estates Final Plat. Surrounding land uses are shown in Table 1.

**Table 1: Surrounding Land Use and Zoning**

| Direction from Site | Land Use                              | Zoning                                                                              |
|---------------------|---------------------------------------|-------------------------------------------------------------------------------------|
| North               | Single family/ two-family residential | R-O, Residential Office                                                             |
| South               | Single family residential             | R-A, Residential Agricultural                                                       |
| East                | Rural residential                     | RSF-4, Residential Single Family Four Units Per Acre; R-A, Residential Agricultural |
| West                | Single-family residential; church     | R-PZD, Hickory Park; P-1, Institutional                                             |

*Proposal:* The applicant has submitted an application to rezone the property from RSF-2 to R-O, Residential Office. The applicant has offered a Bill of Assurance with the rezoning with several restrictions that would apply to the property if it is rezoned to R-O. A copy of the Bill of Assurance is attached to the staff report addressing issues such as land use, building size and appearance, noise, and landscaping.

*Public Comment:* Staff has not received public comment.

**PLANNING COMMISSION ACTION:** Required YES

**Date:** July 8, 2013      ☐ Tabled      ☐ Forwarded      ☐ Denied

**Motion:** Winston      **Second:** Bunch      **Vote:** 6-1-0 (Honchell voted 'no')

**CITY COUNCIL ACTION:** Required YES  
☐ Approved      ☐ Denied

**Date:**

## RECOMMENDATION:

Staff has concerns that this rezoning to R-O, Residential Office would be incompatible with the surrounding, primarily single family land uses, and would potentially conflict with City Plan 2030. The rezoning would start to compromise the primarily residential nature of Crossover Road, when the Future Land Use Plan map concentrates the more intense, non-residential uses at the busier intersections of Mission, Joyce, Zion, and Huntsville, not at the subject property. Staff recommends denial of **RZN 13-4410** based on findings stated herein.

## INFRASTRUCTURE:

**Streets:** The site has access to Crossover Rd. Crossover Rd. is a 3-lane state highway in this location. The AHTD is improving this highway to a 4-lane boulevard section.

**Water:** Public water is available to the property. There is a 12" public main located along the east side of Crossover Rd. adjacent to this property. Public water main improvements may need to be extended through the property to provide domestic and fire flow for any proposed development.

**Sewer:** Sanitary sewer is available to the site. There is an 8" public main located along the east side of Crossover Rd. adjacent to this property. Public mains may need to be extended through the property to serve any proposed development. The capacity of the existing mains may need to be evaluated with any proposed development.

**Drainage:** Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain or the Streamside Protection Zone.

**Police:** The Fayetteville Police Department has not objected to this request.

**Fire:** This property would be protected by Fire Engine 5 which is one mile from the station with an anticipated response time of two minutes. The Fire Department has not objected to this request

**CITY PLAN 2025 FUTURE LAND USE PLAN:** *City Plan 2025 Future Land Use Plan designates this site as **Residential Neighborhood Area**, which is almost exclusively residential in*

*nature, but incorporates low-intensity non-residential uses primarily at corner location and along connecting corridors.*

## **FINDINGS OF THE STAFF**

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

**Finding:** The proposed rezoning is not consistent with current land use planning objectives and policies. The property is designated Residential Neighborhood Area on the Future Land Use Plan and is currently zoned RSF-2. The current zoning designation is compatible with the Future Land Use plan. The Future Land Use Plan designates the majority of the Crossover Road corridor as residential, with the more intense and non-residential uses at the busy intersections of Huntsville Road, Mission Boulevard, and Joyce Boulevard and Zion Road. The proposed R-O zoning would introduce a primarily non-residential zoning in the midst of a residential area on this corridor. The types of uses permitted under R-O may not be compatible with the surrounding residential uses and residential character of this stretch of Crossover Road.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

**Finding:** The property is zoned RSF-2 and platted for low density single family residential dwellings. The existing zoning is an acceptable zoning that is consistent with the large-lot residential development pattern along much of Crossover Road. There is not adequate justification to rezone this property to R-O at this time.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

**Finding:** It is expected that a rezoning from RSF-2 to R-O could create an increase in traffic compared with that allowed under the existing zoning. The property is adjacent to a Principal Arterial street, State Highway 265/Crossover Road. This road carries high volume and high speed traffic. Development of the property for an office or other nonresidential use permitted under R-O will result in an increase in traffic to this site. Access to and from this site shall be reviewed at the time of development in compliance with the City's Access Management Ordinance to ensure that it will not create or compound a dangerous traffic condition. Access would likely be restricted to one or two access points in compliance with City ordinance. The improvements to Crossover Road would place a median directly in front of this property which would limit this property to right-in, right-out only turning movements. This would reduce potentially

**dangerous left turning movements into or out of the property. The increase in turning movements to an office development will increase congestion.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

**Finding: The proposed zoning would not substantially alter the population density in the area. The property is developed for two single family residences. Rezoning the property R-O, with the applicant's Bill of Assurance will allow the development of a single family or office use only. Under the proposed zoning the property could be further subdivided into 60-wide lots resulting in a slight increase in density. Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report. Staff does not anticipate any adverse impacts to provision of public services that would result from this rezoning.**

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;

**Finding: It is practical to use the land for the permitted under the existing zoning.**

- 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: There are not extenuating circumstances that justify the rezoning.**

## 161.06 District RSF-2, Residential Single-Family – Two Units Per Acre

(A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (one acre and over) and areas that have developed with smaller lot sizes (8,000 sq. ft.), and to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(C) *Permitted uses.*

|         |                         |
|---------|-------------------------|
| Unit 1  | City-wide uses by right |
| Unit 8  | Single-family dwellings |
| Unit 41 | Accessory dwellings     |

(D) *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 24 | Home occupations                         |
| Unit 36 | Wireless communications facilities       |
| Unit 44 | Cottage Housing Development              |

(E) *Density.*

|                |   |
|----------------|---|
| Units per acre | 2 |
|----------------|---|

(F) *Bulk and area regulations.*

|                             |                |
|-----------------------------|----------------|
| Lot width minimum           | 100 ft.        |
| Lot area minimum            | 17,860 Sq. Ft. |
| Land area per dwelling unit | 17,860 Sq. Ft. |

(G) *Setback requirements.*

|        |        |        |
|--------|--------|--------|
| Front  | Side   | Rear   |
| 30 ft. | 15 ft. | 30 ft. |

(H) *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).

(I) *Building area.* None.

(Code 1991, §160.045; 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. 5462, 12-6-11)

### 161.17 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

|         |                                        |
|---------|----------------------------------------|
| Unit 1  | City-wide uses by right                |
| Unit 5  | Government facilities                  |
| Unit 8  | Single-family dwellings                |
| Unit 9  | Two-family dwellings                   |
| Unit 12 | Limited business                       |
| Unit 25 | Offices, studios, and related services |

(2) *Conditional uses.*

|         |                                          |
|---------|------------------------------------------|
| Unit 2  | City-wide uses by conditional use permit |
| Unit 3  | Public protection and utility facilities |
| Unit 4  | Cultural and recreational facilities     |
| Unit 11 | Manufactured home park*                  |
| Unit 13 | Eating places                            |
| Unit 15 | Neighborhood shopping goods              |
| Unit 24 | Home occupations                         |
| Unit 26 | Multi-family dwellings                   |
| Unit 36 | Wireless communications facilities*      |
| Unit 42 | Clean technologies                       |

(C) *Density.*

|                |            |
|----------------|------------|
| Units per acre | 24 or less |
|----------------|------------|

(D) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

|                                     |         |
|-------------------------------------|---------|
| Manufactured home park              | 100 ft. |
| Lot within a manufactured home park | 50 ft.  |
| Single-family                       | 60 ft.  |
| Two-family                          | 60 ft.  |
| Three or more                       | 90 ft.  |

(2) *Lot area minimum.*

|                                     |                |
|-------------------------------------|----------------|
| Manufactured home park              | 3 acres        |
| Lot within a manufactured home park | 4,200 sq. ft.  |
| Townhouses:                         |                |
| Development                         | 10,000 sq. ft. |
| Individual lot                      | 2,500 sq. ft.  |
| Single-family                       | 6,000 sq. ft.  |
| Two-family                          | 6,500 sq. ft.  |



|                        |               |
|------------------------|---------------|
| Three or more          | 8,000 sq. ft. |
| Fraternity or Sorority | 1 acre        |

(3) *Land area per dwelling unit.*

|                          |                          |
|--------------------------|--------------------------|
| Manufactured home        | 3,000 sq. ft.            |
| Townhouses & apartments: |                          |
| No bedroom               | 1,000 sq. ft.            |
| One bedroom              | 1,000 sq. ft.            |
| Two or more bedrooms     | 1,200 sq. ft.            |
| Fraternity or Sorority   | 500 sq. ft. per resident |

(E) *Setback regulations.*

|                                                                        |        |
|------------------------------------------------------------------------|--------|
| Front                                                                  | 15 ft. |
| Front, if parking is allowed between the right-of-way and the building | 50 ft. |
| Front, in the Hillside Overlay District                                | 15 ft. |
| Side                                                                   | 10 ft. |
| Side, when contiguous to a residential district                        | 15 ft. |
| Side, in the Hillside Overlay District                                 | 8 ft.  |
| Rear, without easement or alley                                        | 25 ft. |
| Rear, from center line of public alley                                 | 10 ft. |
| Rear, in the Hillside Overlay District                                 | 15 ft. |

(F) *Building height regulations.*

|                         |        |
|-------------------------|--------|
| Building Height Maximum | 60 ft. |
|-------------------------|--------|

*Height regulations.* Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4726, 7-19-05; Ord. 4943, 11-07-06; Ord. 5079, 11-20-07; Ord. 5195, 11-6-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10)

[www.accessfayetteville.org](http://www.accessfayetteville.org)

THE CITY OF FAYETTEVILLE, ARKANSAS  
POLICE DEPARTMENT  
100-A West Rock Street  
Fayetteville, AR 72701  
P (479) 587-3555 F (479) 587-3522

## MEMORANDUM

To: Jeremy Pate

From: Captain Kenny Yates

Date: 6/17/13

Subject: RZN 13-4410

This document is in response to the request for comments on proposed RZN 13-4410 (2468 N. Crossover Road / Lynnwood Estates): submitted by Ben Israel, for property located at 2468 N. Crossover Road.

It is the opinion of the Fayetteville Police Department that this RZN (13-4410), will not substantially alter the population density. This RZN will not create an appreciable or undesirable increase in the load on police services and will not create an appreciable increase in traffic danger and congestion.

## Required Information for Application to the City of Fayetteville Re-Zoning Requirements

The property is currently owned by Jerry W. Jones and Lynn B. Rogers. There are currently 6 Lots zoned RSF-2 in Lynnwood Estates.

With the widening of Highway 265 (Crossover Rd.) the owners decided to re-zone their property to R-O since it is the highest and best use of the property. It will also be the most acceptable and should be welcomed by adjacent property owners and the overall neighborhood. R-O tends to be less noisy with little if any activity before 8:00 AM and after 6:00 PM and mostly closed on the weekend.

The property adjacent to and north of these lots was re-zoned to R-O over the past three years. Directly across the street is a large parcel owned by St. John's Lutheran Church.

There are no pending sales but owner desires to sell the property for residential or office construction. Limitations will be placed on the property as to the architectural approval by the current owners of any and all plans including lighting, materials, height of structure, usage and landscaping. In addition, there will be certain uses that will be banned by covenants of the six (6) lots.

There is not an abundance of R-O zoning within a reasonable distance of the subject property. It is a beautiful setting for physicians, psychologist, other medical professionals, etc.

Residential-Office Zoning should create the lowest concentration of increased traffic. Since the widening of Crossover Rd. is being completed there should be less congestion of traffic instead of increasing traffic congestion or flow.

Schools and other services should not be affected by the approval of this tract to R-O

All utilities are at the site with very minor increases caused by these six (6) lots if zoned R-O.

Services for water seems to be supplied by a 24" to 42" main line

Services for Sewer seems to be supplied by a 16" to 32" line

Since R-O allows for office use there is an expectation by the current owners of increased equity realization out of the sale of the property.



FILE 00023-00000243

CORNER  
1/4, SW 1/4  
-T17N-R29W

PARCEL: 765-16744-000  
CRAIG K. B. KAREN P. VAUGHN  
F795 E. WARDY LANE  
FAYETTEVILLE, AR 72703  
ZONING: RSF-4

PARCEL: 765-24380-000  
L. S. L. BUILDERS, INC.  
1500 ALLEN DR  
LOWELL, AR 72455-9280  
ZONING: R-42D

PARCEL: 765-24390-000  
COLLEMAN, CHRISTOPHER G. & CHEROKEE L.  
1006 S. LIBERTY  
FAYETTEVILLE, AR 72701  
ZONING: R-42D

PARCEL: 765-24501-000  
FLEUP, DE LUS PROPERTIES, LLC  
2402 TIBBERGLEN LANE  
FAYETTEVILLE, AR 72701  
ZONING: R-42D

PARCEL: 765-24570-000  
L. S. L. BUILDERS, INC.  
1500 ALLEN DR  
LOWELL, AR 72455-9280  
ZONING: R-42D

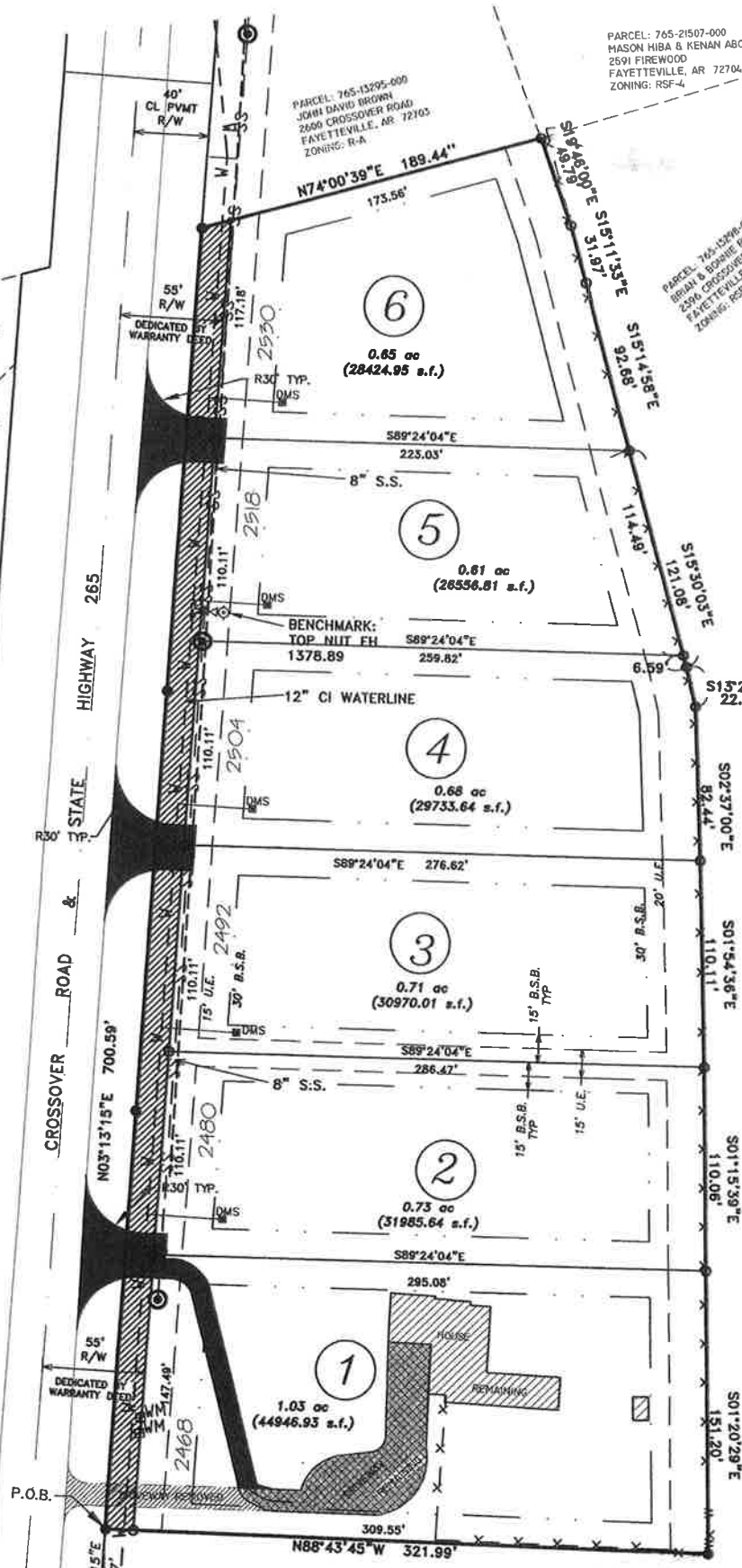
PARCEL: 765-13301-007  
ST. JOHN'S LUTHERAN CHURCH  
2711 E. TOWNSHIP RD.  
FAYETTEVILLE, AR 72703  
ZONING: P-1

PARCEL: 765-13295-000  
JOHN DAVID BROWN  
2600 CROSSOVER ROAD  
FAYETTEVILLE, AR 72703  
ZONING: R-4

PARCEL: 765-21507-000  
MASON HIBA & KENAN ABOZNAK  
2591 FIREWOOD  
FAYETTEVILLE, AR 72704  
ZONING: RSF-4

PARCEL: 765-13398-000  
BROWN & BROWN BROTHERS  
2396 CROSSOVER ROAD  
FAYETTEVILLE, AR 72703  
ZONING: RSF-4

PARCEL: 765-13305-000  
MURPHY & BETTY TAYLOR  
2400 CROSSOVER ROAD  
FAYETTEVILLE, AR 72703  
ZONING: R-4



GRAPHIC SCALE



**CERTIFICATE OF APPROVAL**  
I HEREBY CERTIFY THAT  
INSTALLED IN THE SUBD  
BOARD OF HEALTH AND  
DATE 8/24/06

**CERTIFICATE OF APPROVAL**  
I HEREBY CERTIFY THAT  
FULLY MEET REQUIREME  
DATE 8/24/06

**CERTIFICATE OF APPROVAL**  
I HEREBY CERTIFY THAT  
OWNER(S) DEDICATION O  
WARRANTY DEED FOR PA  
BOOK #:  
DATE 8-7-06

**CERTIFICATE OF APPROVAL**  
I HEREBY CERTIFY THAT  
ACCORDANCE WITH THE  
DATE 08.24.06

**CERTIFICATE OF APPROVAL**  
THIS PLAT WAS APPROVE  
DATE 8/23/06

**CERTIFICATE OF SURVEY**  
I HEREBY CERTIFY THAT  
SURVEY AND THAT THE I  
THE SUBDIVISION REGULA  
DATE 7-31-06 REG:

**CERTIFICATE OF OWNERSHIP**  
WE, THE UNDERSIGNED O  
THE REAL ESTATE SHOWN  
OWNERSHIP, ALL STREETS  
PRESCRIBED BY LAW, TH  
PUBLIC UTILITY COMPANIE  
GRANTED BY THE CITY O  
PURPOSE OF INSTALLATIO  
ESTABLISHED HEREBY IS  
TO PROHIBIT THE ERECTIO  
AND THE RIGHT TO REMO  
DATE 8-1-06

**CERTIFICATE OF APPROVAL**  
WE HEREBY CERTIFY THAT  
PLATTED IN THIS SUBDIVI  
UNDERSIGNED UTILITIES O  
DATE 8-02-06

**CERTIFICATE OF APPROVAL**  
DATE 8/2/06

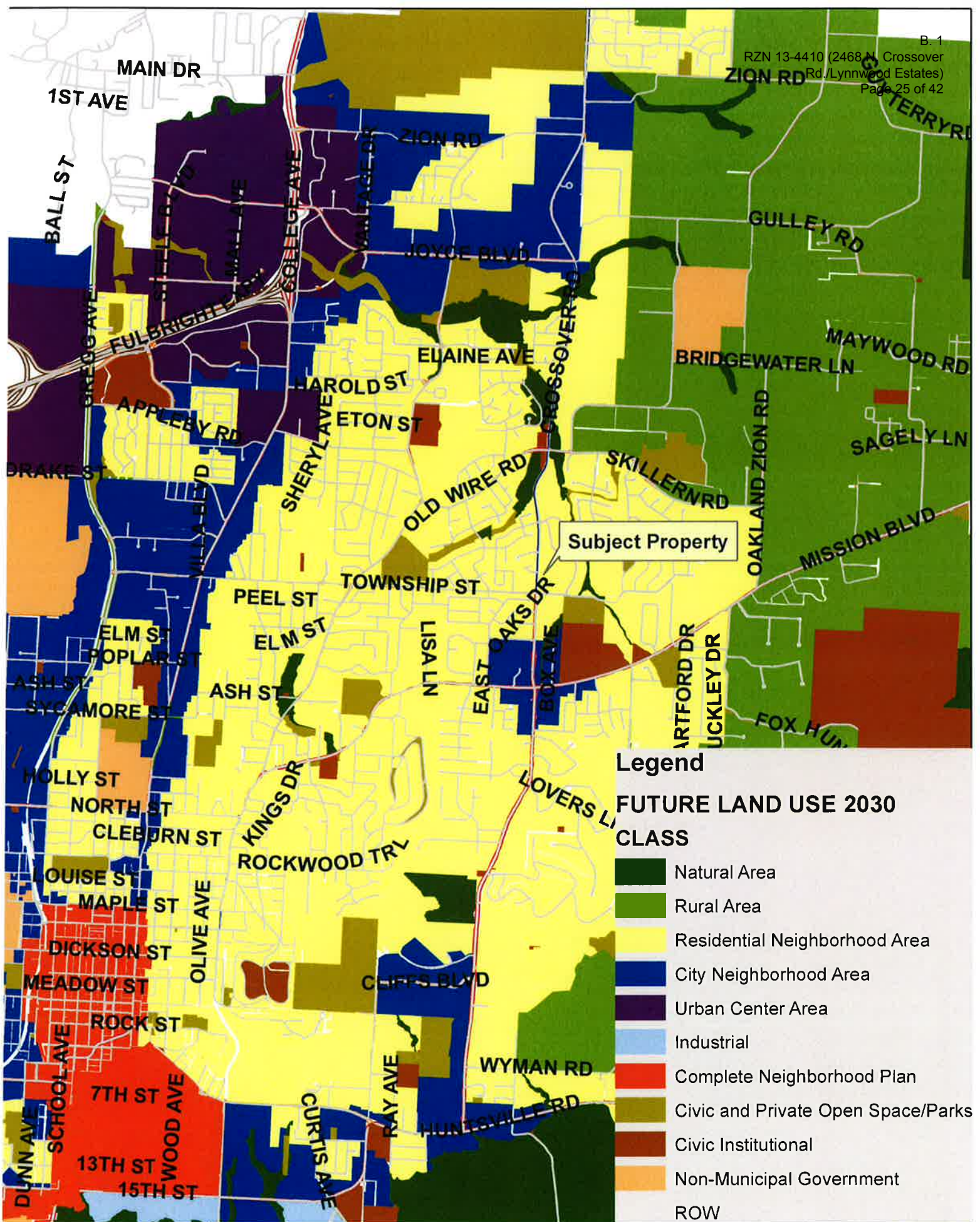
**CERTIFICATE OF APPROVAL**  
DATE 8-2-06

**CERTIFICATE OF APPROVAL**  
DATE 8/24/06

**CERTIFICATE OF APPROVAL**  
CONSTRUCTION OF ALL SI  
COORDINATOR TO COMPLY  
RESPONSIBLE FOR THE CO  
FINAL PLAT,  
DATE 8/24/06

**CERTIFICATE OF APPROVAL**  
I HEREBY CERTIFY THAT T  
PROTECTION AND PRESERV  
DATE 8/24/06

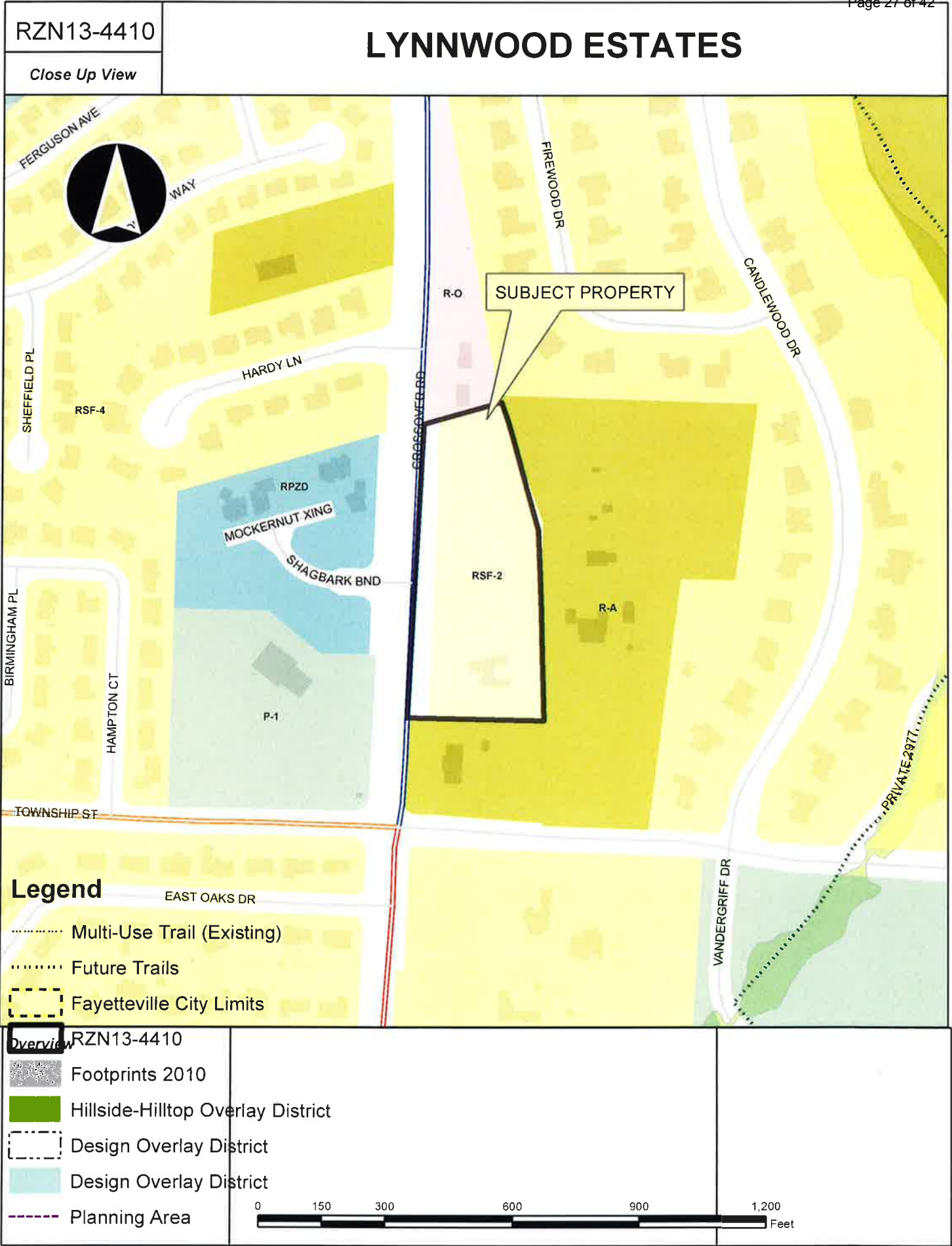


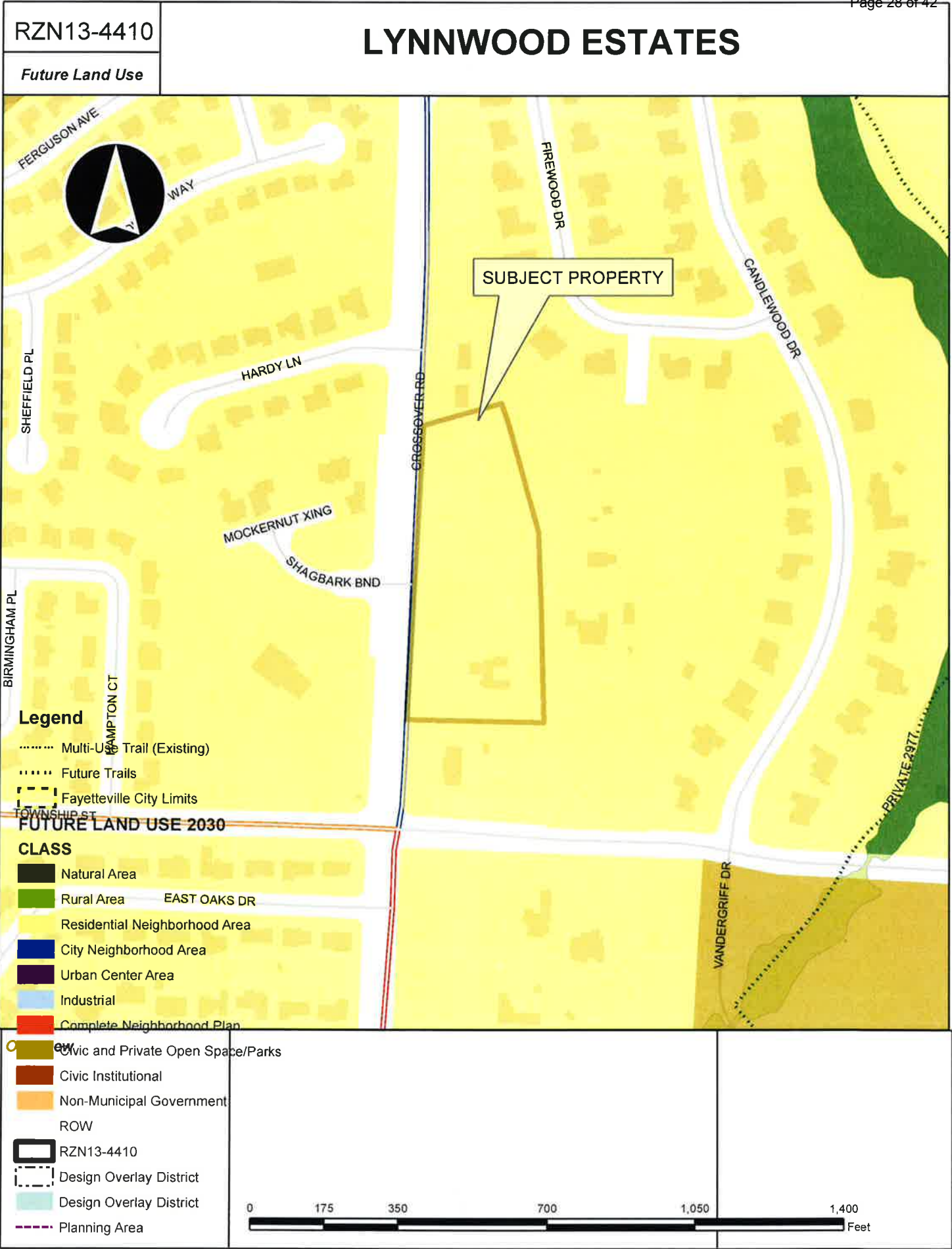










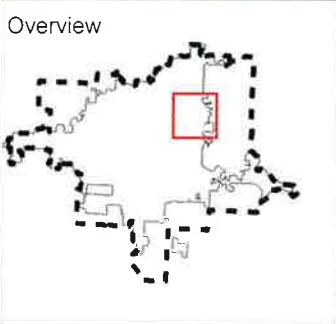
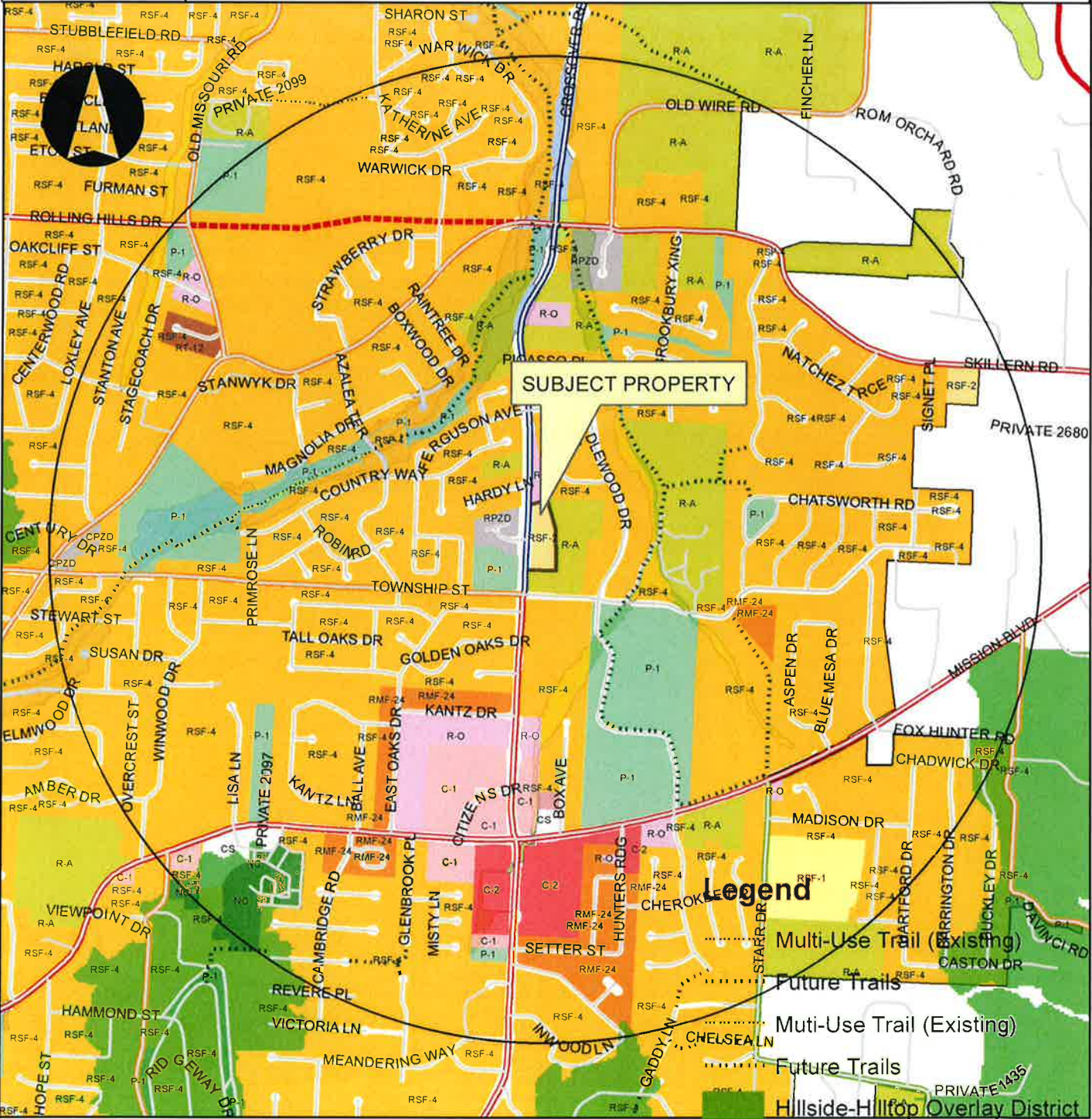




RZN13-4410

# LYNNWOOD ESTATES

One Mile View





RECEIVED  
RZN 13-4410 (2  
Rd./L)  
AUG 02 2013  
CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE

CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE

03-02-

[illegible]



We the undersigned, willingly sign this petition objecting to the rezoning of the property at 2468 N. Crossover Rd. The property is currently zoned RSF-2 (Residential Single Family, 2 units / acre). Rezoning to RO (Residential Office) would place commercial businesses on this property in the middle of a high end residential neighborhood which would create a very bad mix. The reclassification of this land would decrease the property values of all the surrounding residential land owners. Putting a business on this property would increase the traffic to an intersection (Township/Crossover) that is already too busy. There is only one exit from two schools (Vandergriff and McNair) and it is through this intersection. The speed limit on this state highway 265 is 45 mph and by adding perhaps several hundred more cars per day turning in and out of driveways on this busy highway would certainly create a major safety hazard. To avoid the above problems and more we ask that the Fayetteville City Council reject this request to rezone this property.

[illegible]

# Petition

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| Print Name         | Signature          | Address                | Date      |
|--------------------|--------------------|------------------------|-----------|
| V.B. RUNNELS m.d.  |                    | 2396 CROSSOVER RD      | 7-21-2013 |
| PAT HENRY          |                    | 2885 E. Township       | 7/22/13   |
| Mary Jo Henry      | Mary Jo Henry      | 2885 E. Township       | 7/22/13   |
| BONNIE RUNNELS     | Bonnie Runnels     | 2396 N. Crossover Rd   | 7/21/13   |
| Nancy E BORBAS     | Nancy E. Bobbas    | 825 Park Ave           | 7/22/13   |
| Nancy L. Brooks    |                    | 1227 E. 1st            | 7/25/13   |
| MARSHA CRITTENDEN  | Marsha Crittenden  | 1408 E. Wood           | 7-21-13   |
| MARTHA SUTHERLAND  | Martha Sutherland  | 1928 W. Haskell Hts    | 7/23/13   |
| Gabriele Schafer   | G. Schafer         | 828 Skyline Dr         | 7/27/2013 |
| JOAN TRAFFAS       |                    | 117 N. Skyline Dr      | 7/27/2013 |
| Ceri Wilkin        |                    | 318 1st ST             | 7/27/2013 |
| Kay DuVal          | Kay DuVal          | 1131 N. Eastwood Dr.   | 7/27/2013 |
| JUDY BRITTENUM     | Judy Brittenum     | 2208 N. Sunway Terrace | 7/27/2013 |
| Joseph Candido     |                    | 15 West Davidson St.   | 7/27/2013 |
| Anne Marie Candido | Anne Marie Candido | 15 West Davidson St.   | 7/27/2013 |
| Paul LeBlanc       | Paul LeBlanc       | 2842 N. Stanton Ave    | 7/27/2013 |
| MAXINE LEBLANC     | Maxine LeBlanc     | 2842 N. Stanton Ave.   | 7/27/2013 |
| Sara Ward          | Sara Ward          | 617 N. Fallon Ave      | 7/30/2013 |
| Mike Yates         |                    | 2431 N. Candlewood     | 7/31/2013 |
| Sandy Yates        | Sandy Yates        | 2431 N. Candlewood     | 7/31/2013 |
| Murphy B. Taylor   | Murphy B. Taylor   | 2400 Crossover         | 7/31/2013 |
| Betty N. Taylor    | BETTY N. TAYLOR    | 2400 CROSSOVER RD.     | 7-31-2013 |
| TED RUNNELS        |                    | 2396 CROSSOVER Rd      | 7/31/2013 |
| CASS RUNNELS       | Cass Runnels       | 2396 CROSSOVER Rd      | 7/31/2013 |

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[illegible]

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[illegible]



08-02-13A11



AUG 05 2013 Page 3

# Petition

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[illegible]

# Petition

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[illegible]



Bonnie Runnels <bonnierunnels@gmail.com>

RECEIVED

AUG 05 2013

CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE

## Zoning Change on Crossover Rd.

4 messages

Bonnie Runnels <bonnierunnels@gmail.com>

Sat, Aug 3, 2013 at 1:11 PM

To: ~~pherry@unwark.com~~

*Mayor Lionel Jordan and Aldermen.*

I am writing about my concerns in the attempt for rezoning on Crossover Rd. near the Township intersection. As you are all aware of the traffic problems that exist here with the backed up lanes and turning problems it is a dangerous area now. I feel that putting offices or businesses in this residential area will bring more problems. We hear screeching sounds many times during the day from cars who are speeding and slamming on their brakes to avoid accidents. Of course when school is in session the traffic is more of a problem and the safety issues are increased.

It seems that there are plenty of empty office buildings, restaurants, etc. in this town so this doesn't seem to be a great need in our area. It also is not compatible with neighborhoods who have enough congestion on their streets where many children are walking to and from school. The turning out of businesses with the boulevard involved (turnings lanes) will add to the already heavy congestion.

Another concern of mine is why the planning commission would go against the paid professional planners who suggested this not be approved. I would like to know their reasoning for their decision.

I appreciate the design of the highway to have a boulevard look and some greenspace. It makes a more pleasant look for our town rather than some of our busy thoroughfares where upkeep and empty buildings are not maintained. If you will look at what has happened (see attached photo) where rezoning has already taken place it has turned a once lovely roadway into a used car lot. Possible two or three story businesses with dumpsters, etc. backing up to our homes does not seem compatible with family neighborhoods.

I thank you for listening to my concerns and appreciate the time you put in to help our town and neighborhoods grow into a more pleasant and well thought out community.

Bonnie Runnels



B. 1

RZN 13-4419 (2468 N. Crossover  
Rd./Lynnwood Estates)  
Page 40 of 42

**RECEIVED**  
**AUG 05 2013**

**CITY OF FAYETTEVILLE  
CITY CLERK'S OFFICE**



**From:** Jeremy Pate  
**To:** Smith, Sondra  
**Date:** 8/6/2013 8:19 AM  
**Subject:** Fwd: Petition on rezoning acreage on 265

Sondra,  
I just wanted to let you know this, since your office received the actual petition.

-Jeremy

>>> John Marinoni <[tibbolt@sbcglobal.net](mailto:tibbolt@sbcglobal.net)> 8/5/2013 7:25 PM >>>

Dear Mr. Pate:

We recently signed a petition opposing the rezoning of acreage on 265. We have since learned more of the facts surrounding the issue and we both want to withdraw our names from that petition.

The property in question is the Jerry Jones property. Let us know if you need any more information or if we need to contact someone else about this.

John and Betty Marinoni



**City Council Agenda Items  
and  
Contracts, Leases or Agreements**20-Aug-13City Council Meeting Date  
Agenda Items OnlyDavid JurgensSubmitted ByWater/Sewer OperationsDivisionUtilitiesDepartment**Action Required:**

Approving a claim settlement for water damage with John Bess, 830 East Trust Street, for \$11,000, and approving a budget adjustment.

\$ 11,000  
Cost of this request\$ 9,500  
Category / Project BudgetSelf Insurance- Non Vehicle  
Program Category / Project Name5400-4310-5311.04  
Account Number\$ -  
Funds Used to DateWater Mains Maintenance  
Program / Project Category NameN/A  
Project Number\$ 9,500  
Remaining BalanceWater/Sewer  
Fund NameBudgeted Item ☐Budget Adjustment Attached ☒David Jurgens  
Department Director1 Aug 13  
DatePrevious Ordinance or Resolution # 5504David Kelly  
City Attorney8-2-13  
DateOriginal Contract Date: 6/5/2012

Original Contract Number: \_\_\_\_\_

Paul a. Becher  
Finance and Internal Services Director8-2-2013  
DateReceived in City Clerk's Office  
09-01-13 11:51 RCVDDon Walker  
Chief of Staff8-2-13  
Date

Received in Mayor's Office

ENTERED  
8/2/13Timothy Jordan  
Mayor8/5/13  
Date

Comments:

www.accessfayetteville.org

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan  
Don Marr, Chief of Staff

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

Date: July 26, 2013

Subject: Claim Settlement- Mr. John Bess, 830 East Trust Street

## RECOMMENDATION

City Administration recommends approving a claim settlement for water damage with John Bess, 830 East Trust Street, for \$11,000, and approving a budget adjustment.

## BACKGROUND

At approximately 3:00 a.m. on Sunday, October 21, 2012, the City's 8" iron water main on Vinson Avenue ruptured, causing significant volume of water to flow downhill around the residences on Trust Street. Because it occurred in the middle of the night, it took several hours for crews to find the leak and turn off the mains to stop the flow. We were notified about the leak because the Mt. Sequoyah water tank level was dropping faster than normal at that time of day. While we had multiple crews searching, it was three hours after we started searching for the leak that we first received a call from the location that was actually leaking.

Ordinance 5504 identifies the water and wastewater claims process. Fully complying with that process, Mr. Bess obtained quotes and submitted his claim to the City. The water flow caused issues with a total of four residences downhill from the leak. All other issues have been resolved by staff.

## DISCUSSION

Mr. Bess' original claim was for \$18,506, and this damage was not covered by his insurance. Through work performed by City crews and evaluation of the damage, Mayor Jordan and City staff have worked with Mr. Bess to develop the settlement of \$11,000 for full resolution and closure of this claim. Per the attached acceptance document, Mr. Bess agrees to this settlement, provided it is approved by the City Council.

## BUDGET IMPACT

The budget adjustment moves funds into the water mains maintenance self insurance account. This single claim is higher than our normal annual funding provided for these type events.



**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION PURSUANT TO FAYETTEVILLE CODE OF ORDINANCES SUBSECTION 39.10(C)(4) AUTHORIZING THE MAYOR TO PAY \$11,000.00 TO JOHN BESS IN SETTLEMENT OF A DAMAGE CLAIM ARISING AT 830 E. TRUST STREET, 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, pursuant to Fayetteville Code of Ordinances subsection 39.10(C)(4), authorizes the Mayor to pay \$11,000.00 to John Bess in settlement of a water damage claim arising at 830 E. Trust Street.

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 20<sup>th</sup> day of August, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

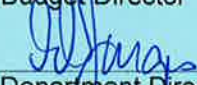
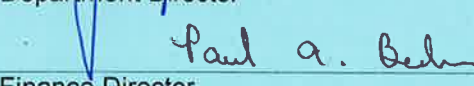
**City of Fayetteville, Arkansas  
Budget Adjustment Form**

Y12-0724 C. 1  
John Bess Claim Settlement  
Page 4 of 16

|                                |                                                                |                                     |                          |
|--------------------------------|----------------------------------------------------------------|-------------------------------------|--------------------------|
| <b>Budget Year</b><br><br>2013 | Division: Utilities Director<br>Department: Utilities Director | <b>Request Date</b><br><br>8/1/2013 | <b>Adjustment Number</b> |
|--------------------------------|----------------------------------------------------------------|-------------------------------------|--------------------------|

**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION**

A BA is needed to move monies into the Insurance Self-Non Vehicular Damage water distribution account to cover the cost of the water damage claim from John Bess.

|                                                                                                         |                  |                                                    |         |      |
|---------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------|---------|------|
| <br>Division Head       | 1 Aug 13<br>Date | Prepared By: Cheryl Partain                        |         |      |
| <br>Budget Director     | 8-2-2013<br>Date | Reference:                                         |         |      |
| <br>Department Director | 1 Aug 13<br>Date | Budget & Research Use Only                         |         |      |
| <br>Finance Director    | 8-2-2013<br>Date | Type:    A       B       C       D       E       P |         |      |
| <br>Chief of Staff     | 8-2-13<br>Date   | General Ledger Date                                |         |      |
| <br>Mayor             | 8/5/13<br>Date   | Posted to General Ledger                           | Initial | Date |
|                                                                                                         |                  | Checked / Verified                                 | Initial | Date |

**TOTAL BUDGET ADJUSTMENT**

| Account Name              | Account Number    |   | Increase / (Decrease) |         | Project.Sub<br>Number |
|---------------------------|-------------------|---|-----------------------|---------|-----------------------|
|                           |                   |   | Expense               | Revenue |                       |
| InsSelf-NonVehicularDamag | 5400.4310.5311.04 | ⇒ | 11,000                | -       | .                     |
| InsSelf-NonVehicularDamag | 5400.4410.5311.04 | ⇒ | (11,000)              |         | .                     |
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www.accessfayetteville.org

July 26, 2013

John Bess  
830 E. Trust Street  
Fayetteville, Arkansas 72701

RE: Residential Claim, Water Incident

Dear Mr. Bess:

The City of Fayetteville offers to settle your claim for the amount of the adjusted rate of \$11,000.00 in accordance with City of Fayetteville Ordinance Number 5504. This offer is contingent upon approval by the Mayor and City Council. In order to take this to the City Council, the attached acceptance of offer needs to be signed and returned to me.

This offer is to reimburse you for damage to your dry-stack rock walls that may have been caused by a water leak above your residence on North Vinson Avenue. The leak occurred on an 8" ductile iron water line at approximately 3:00 a.m. 21 October, 2012. The wall is dry stack rocks against an existing natural rock bank. There is no mortar, no drainage behind the wall (water drains between the unmortared rocks), no anchoring, and no visible foundation.

This offer is based on an effected area is approximately 44 feet long by 5 feet high on the east wall and 35 feet long by 5 feet high on the west wall, for a total of roughly 395 square feet to be replaced.

The City sincerely regrets the incident. To help prevent a possible recurrence of the leak, City staff removed and replaced the damage section of pipe.

Sincerely,

City of Fayetteville

David Jurgens, PE  
Utilities Department Director

cc: City Attorney  
Water/Sewer Operations

### Acceptance of Offer

The undersigned does hereby accept the offer of eleven thousand dollars (\$11,000.00) in full compromise settlement and satisfaction of, and as sole consideration for, the final release and discharge of all actions, rights, causes of action, claims and demands whatsoever that now exist or may hereafter accrue against the City of Fayetteville, a municipal corporation, and the elected officials and employees thereof, charged or who or which may be charged with responsibility for injuries to the person and property of the undersigned, the treatment thereof, and all consequences flowing therefrom, as a result of the event which occurred on or about the 21<sup>st</sup> day of October, 2012, at or near 830 E. Trust Street, Fayetteville, Arkansas, and for which the undersigned claims the above-named parties are legally liable in damages (which legal liability and damages are disputed and denied), and acknowledging that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas, and;

The undersigned agrees, as further consideration and inducement for this compromise settlement, that it shall apply to all known, unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now asserted and disclosed.

Signed this 29 day of July, 2013.

By: John L. Bess  
John Bess  
830 E. Trust Street  
Fayetteville, AR 72701





Aerial Photo Showing Relative Locations of Wall and Leak



Damaged and Undamaged Wall Sections





Close-up of Damaged Wall Section



Damaged Wall Section the Morning of the Leak





Damaged Wall Section the Morning of the Leak



Representative Wall Section with Dry Stacked Rocks and Existing Rock Embankment





**CITY OF FAYETTEVILLE CLAIM FORM**

**INSTRUCTIONS:** Complete this form clearly stating the reason for the claim, amount you are claiming, all contact information, and attach appropriate documentation including receipts, estimates, photos, etc. Substantive documentation (written estimates and/or receipts, proof of incident, etc.) **MUST** be provided to establish all monetary values. Additional sheets may be added. Failure to provide all information and fully substantiate your claim will result in the claim being rejected. **Filing a claim does not imply approval;** claims will be investigated before a decision is rendered; claims received more than **30 days** after the incident will be rejected. Claims containing inaccurate or fraudulent information will be rejected. Please mail to or hand-deliver documents to:

City Administration Building, Attention: Mayor's Office  
113 W. Mountain, Fayetteville, AR 72701  
(479-575-8330) Fax-479-575-8257

RECEIVED

NOV 19 2012

CITY OF FAYETTEVILLE  
MAYOR'S OFFICE

**CLAIMANT INFORMATION**

(please print neatly)

Full Name: BESS, JOHN L. Email Address: \_\_\_\_\_  
Last Name, First Name, Middle Initial

Street Address: 830 E. TRUST ST.

City, State & Zip: FAYETTEVILLE, AR 72701

Daytime Phone Number: 521-6407 Alternate Phone Number: \_\_\_\_\_

**INCIDENT INFORMATION**

Address/Location of Occurrence: 830 E. TRUST ST. FAYETTEVILLE

Date and Time of Occurrence: 10-21-12 / 3 AM AROUND ROCK WALLS + YARD RESTORATION 18,306  
Amount Being Claimed: \$ BBQ GRILL 200  
\$18,506.

Nature of Occurrence: Sewer Backup Water Street Related Other \_\_\_\_\_

Do you have insurance which covers your damage in this incident? NO Deductible Amount \$ \_\_\_\_\_

The City will not pay a claim in an amount exceeding a Claimant's insurance deductible, if covered.

The undersigned hereby files a claim against the City of Fayetteville, Arkansas for the following reason(s):  
(Attach additional sheets if necessary)

SEE ATTACHED LETTERS AND ESTIMATES FOR  
YARD AND ROCK WALLS RESTORATION.  
ALSO BBQ GRILL

By signing below, I acknowledge that the above-provided information is true and correct to the best of my knowledge and belief.

John L. Bess  
Claimant's Signature

11-19-12  
Date

Pam Henson  
Received by

11/19/12  
Date Received

David J. Will W. Carrie W. Allison H.  
Referred to

11/19/12  
Date

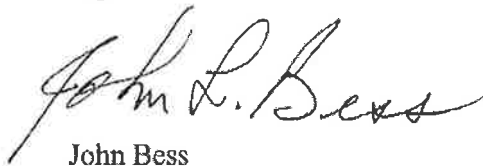
Department Director Signature \_\_\_\_\_ Date \_\_\_\_\_ Accepted \_\_\_\_\_ Amount \_\_\_\_\_ Account # \_\_\_\_\_ Denied \_\_\_\_\_

RE: Claim for            John Bess  
                              830 E. Trust Street  
                              Fayetteville, AR 72701

To Whom It May Concern:

Around 3 a.m. on October 21, 2012, there was a city water main break causing an eruption of water flowing from Vinson Street down to the property of 830 E, Trust Street. The water brought mud and sludge with enough force to bring down a portion of dry stacked stone retaining wall and compromise several feet of the wall. The stones fell onto a gas grill up against the wall breaking the cast aluminum lid and side tables. The water traveled across the back yard and up against the back porch with enough force to undermine the foundation of the back porch area causing it to move away from the house. The water traveling across the back yard to the west side also eroded several feet of the yard creating a void along the west side dry stacked retaining wall, also compromising that retaining wall. Pictures of the damage and estimates for restoration are attached.

Signed,

A handwritten signature in cursive script, reading "John L. Bess". The signature is written in dark ink and is positioned above the printed name "John Bess".

John Bess



FARMERS

Send all correspondence to:  
Farmers National Document Center  
P.O. Box 268994  
Oklahoma City, OK 73126-8994  
Fax (877) 217-1389  
Email:

October 23, 2012

John Bess  
830 E Trust St  
Fayetteville, AR 72701

RE: Insured: John Bess  
Policy Number: 944586625

Dear Mr. Bess:

After speaking with Carol at John Ogden's agency about a claim for water damages and earth movement this letter is to advise you of our findings regarding your claim. Unfortunately, ground water from a water main and earth movement are uninsured or excluded from coverage under your policy. For that reason, we are unable to compensate you for any damages or repairs incurred.

Please refer to your **Protector Plus Homeowners Package Policy, 4<sup>th</sup> edition**, as amended by policy endorsement **H4170, 2<sup>nd</sup> edition, Endorsement Amending Definitions, Section I – Losses Insured and Section I – Losses Not Insured**, which states:

#### DEFINITIONS

8. **Earth Movement** - means movement of earth, including, but not limited to the following:
  - a. **earthquake**, landslide or mudflow, all whether combined with **water** or not.
  - b. collapse, settling, cracking, shrinking, bulging, subsidence, erosion, sinking, rising, shifting, expanding, or contracting of earth, all whether combined with **water** or not.
18. **Water** - means water (H<sub>2</sub>O) alone, whether frozen or not or any liquid or sludge which contains **water**, whether or not combined with other chemicals or impurities. It includes, but is not limited to, snow, sleet, slush, ice, dampness, vapor, condensation, moisture, steam and humidity.
19. **Water damage** – means loss caused by, resulting from, contributed to or aggravated by any of the following, whether occurring on or away from the **residence premises**:
  - a. **Water** from rain or snow, surface **water**, flood, waves, tidal **water**, overflow or escape of a body of **water**, or spray from any of these, whether or not driven by wind;
  - d. **water** below ground level whether occurring naturally or not, including **water** which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, wall, foundation, swimming pool or any portion of the **residence premises**.

## SECTION I - LOSSES NOT INSURED

### Applying to Coverage A and B - Dwelling and Separate Structures and Coverage C – Personal Property

We do not insure for loss either consisting of, or caused directly or indirectly by:

#### 1. **Earth Movement.**

Acts or omissions of **persons** can cause, contribute to or aggravate **earth movement**. Also, **earth movement** can occur naturally to cause loss, or combine with acts or omissions of **persons** to cause loss. Whenever **earth movement** occurs, the resulting loss is always excluded under this policy, however caused; ...

#### 2. **Water damage.**

Acts or omissions of **persons** can cause, contribute to or aggravate **water damage**. Also **water damage** can occur naturally to cause loss or combine with acts or omissions of **persons** to cause loss. Whenever **water damage** occurs, the resulting loss is always excluded under this policy, however caused; ...

Rust, mold, fungus, or wet or dry rot are never covered under this policy, however caused, unless the rust, mold, fungus, or wet or dry rot is located upon the portion of the **residence premises** which must be repaired or replaced because of direct physical damage as the result of a covered loss.

Acts or omissions of **persons** can cause, contribute to or aggravate the losses set forth in items 4-13 below. Also, these losses could occur naturally or combine with acts or omissions of **persons**. Whenever the losses listed in items 4-13 occur, the resulting loss is always excluded, however caused, unless specifically indicated otherwise.

13. a. wear and tear, marring, deterioration;  
f. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;

\* \* \* \* \*

The policy provides that after a loss it is your duty to protect the insured property from further damage. You should take all appropriate steps to make repairs and prevent further damage.

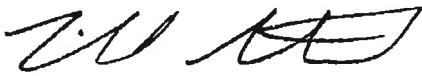
Please be aware Section I- Conditions of your policy contains the following provision:

12. *Suit Against Us.* We may not be sued unless there has been full compliance with all the terms and conditions of this policy. Suit on or arising out of this policy must be brought within the time provided by the Statue of Limitation as set forth by Arkansas Law.

By the writing of this letter, we do not waive any of our rights or any of the terms, conditions, or provisions of the insurance policy, all of which are expressly retained and reserved. Further, any activity on our part by way of investigation, determination of damage, or emergency advance payments to you, does not constitute a waiver of our rights. We understand you are retaining your rights as well.

We are closing your file at this time. If after reviewing this letter and reading the policy language, you believe there is additional information that would apply to your claim, please provide us with those facts for consideration.

Sincerely,  
HelpPoint Claims Services

A handwritten signature in black ink, appearing to read 'R. Stanaland', written over a horizontal line.

Richard Stanaland  
Field Claims Representative

cc: John Ogden, agent

# Caldwell Stone, Inc.

12192 Ed Edwards Rd.  
Fayetteville AR 72701

## Estimate

| DATE       | ESTIMATE # |
|------------|------------|
| 11/16/2012 | 640        |

| NAME / ADDRESS                                      |
|-----------------------------------------------------|
| John Bess<br>830 E. Trust<br>Fayetteville, AR 72701 |

|               |                                                                                                                                        | TERMS                         | JOB    |                          |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|--------------------------|
|               |                                                                                                                                        | 10%retainer, progress billing |        | Water Main Break Repairs |
| ITEM          | DESCRIPTION                                                                                                                            | QTY                           | COST   | TOTAL                    |
| Demolition    | deconstruct stone                                                                                                                      | 24                            | 75.00  | 1,800.00                 |
| Tractor Servi | Excavate backfill , store on site, replace behind wall.<br>re-grade yard                                                               | 30                            | 100.00 | 3,000.00                 |
| Labor         | prepare for reconstructing walls, including drilling and<br>pinning boulders, preparing footings, hand dig near<br>utilities as needed | 24                            | 45.00  | 1,080.00                 |
| Sq. Ft. Stone | installation                                                                                                                           | 657                           | 18.00  | 11,826.00                |
| misc.         | seed, straw, gravel backfill                                                                                                           | 1                             | 600.00 | 600.00                   |
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SIGNATURE

# PROPOSAL



J.W. ENTERPRISES, INC.  
11296 BLACK OAK ADDITION  
FAYETTEVILLE, AR 72701  
PHONE 479- 582-2251

John Bess  
830 trust st  
Fayetteville Ar. 72702

Re: rock retaining wall damage

J.W. Enterprises, Inc. does hereby propose to furnish materials and labor necessary to perform the following Scope of Work:

- (1) Take down and replace approximately 756 square feet of damaged native stone dry stack retaining walls.
- (2) Cleanup overburden of soil that has washed into the owners yard, below the farthermost east wall .
- (3) Remove ample soil behind the damaged areas, and restack the existing stone.
- (4) The removed stone shall be stacked on pallets and left in the yard until used .
- (5) Relay removed stone
- (5) Install drainage gravel behind newly laid stone
- (6) Regrade the yard to its original state.
- (7) Seed and straw the disturbed areas with lawn fescue

All materials guaranteed to be as specified, and the above work to be performed in accordance with specifications and completed in a timely and Thirty one thousand three hundred twenty nine dollars (31,329.00)

Terms: 33% upon contract agreement

33% upon complete ion of the lower wall

balance due upon completion

J.W. Enterprises, Inc. will not be responsible for underground structures or utilities.

\_\_\_\_\_  
J.W. Enterprises, Inc

\_\_\_\_\_  
Authorized Signature



## City of Fayetteville Staff Review Form

C. 2  
 VAC 13-4428 (4291 Black  
 Canyon St./Hamptons Lot 18)  
 Page 1 of 16

City Council Agenda Items  
 and  
 Contracts, Leases or Agreements

8/20/2013

City Council Meeting Date  
 Agenda Items Only

Jesse Fulcher  
 Submitted By

Planning  
 Division

Development Services  
 Department

## Action Required:

VAC 13-4428: Vacation (4291 BLACK CANYON ST./HAMPTONS LOT 18, 608): Submitted by ENGINEERING SERVICES, INC. for property located at 4291 BLACK CANYON STREET. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.23 acres. The request is to vacate a portion of an existing pedestrian access easement on the subject property.

↑ .03 acres

|                      |      |                           |                                 |
|----------------------|------|---------------------------|---------------------------------|
| 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

07-25-2013  
 Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

7/25/13  
 Date

Finance and Internal Services Director

7-29-2013  
 Date

Received in City  
 Clerk's Office

07-25-13 11:34 RC.

Chief of Staff

7-29-13  
 Date

Received in  
 Mayor's Office



Mayor

7/30/13  
 Date

Comments:

## **CITY COUNCIL AGENDA MEMO**

---

**To:** Mayor Jordan, City Council

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

**From:** Jesse Fulcher, Current Planner

**Date:** July 23, 2013

**Subject:** VAC 13-4428 (4291 BLACK CANYON ST./HAMPTONS LOT 18)

---

### **RECOMMENDATION**

The Planning Commission and staff recommend approval of an ordinance to vacate a portion of a pedestrian access easement.

### **BACKGROUND**

The subject property is located in the Hamptons Subdivision, east of Stonebridge Meadows Golf Course. A requirement of the development was to plat a 20 foot wide pedestrian access easement centered on the lot line between Lots 17 and 18. The easement provides access for subdivision residents to Rodney Ryan Park, located directly south within the Stonebridge Meadows Subdivision.

The applicant's request is to vacate the east 10 feet of the dedicated access easement and then dedicate 10 feet on Lot 17 to maintain the 20 foot easement. A single-family home has been constructed on Lot 18 and the new privacy fence has been constructed across the easement.

The applicant has submitted the required easement vacation forms to the City Parks Department and adjacent property owners with no objections. The owners of Lots 17, 18 and the City of Fayetteville have all agreed to the proposal.

### **DISCUSSION**

On July 22, 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 13-4428 SUBMITTED BY ENGINEERING SERVICES, INC. FOR PROPERTY LOCATED AT 4291 BLACK CANYON STREET, TO VACATE A PORTION OF A PEDESTRIAN ACCESS EASEMENT, A TOTAL OF 0.03 ACRES.

**WHEREAS**, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

**WHEREAS**, the City Council has determined that the following described portion of the platted access easement is not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described access easement 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.

“A 10 foot public access easement shall be dedicated on Lot 17 prior to the subject vacation becoming valid.”

**PASSED** and **APPROVED** this     day of     , 2013.

APPROVED:

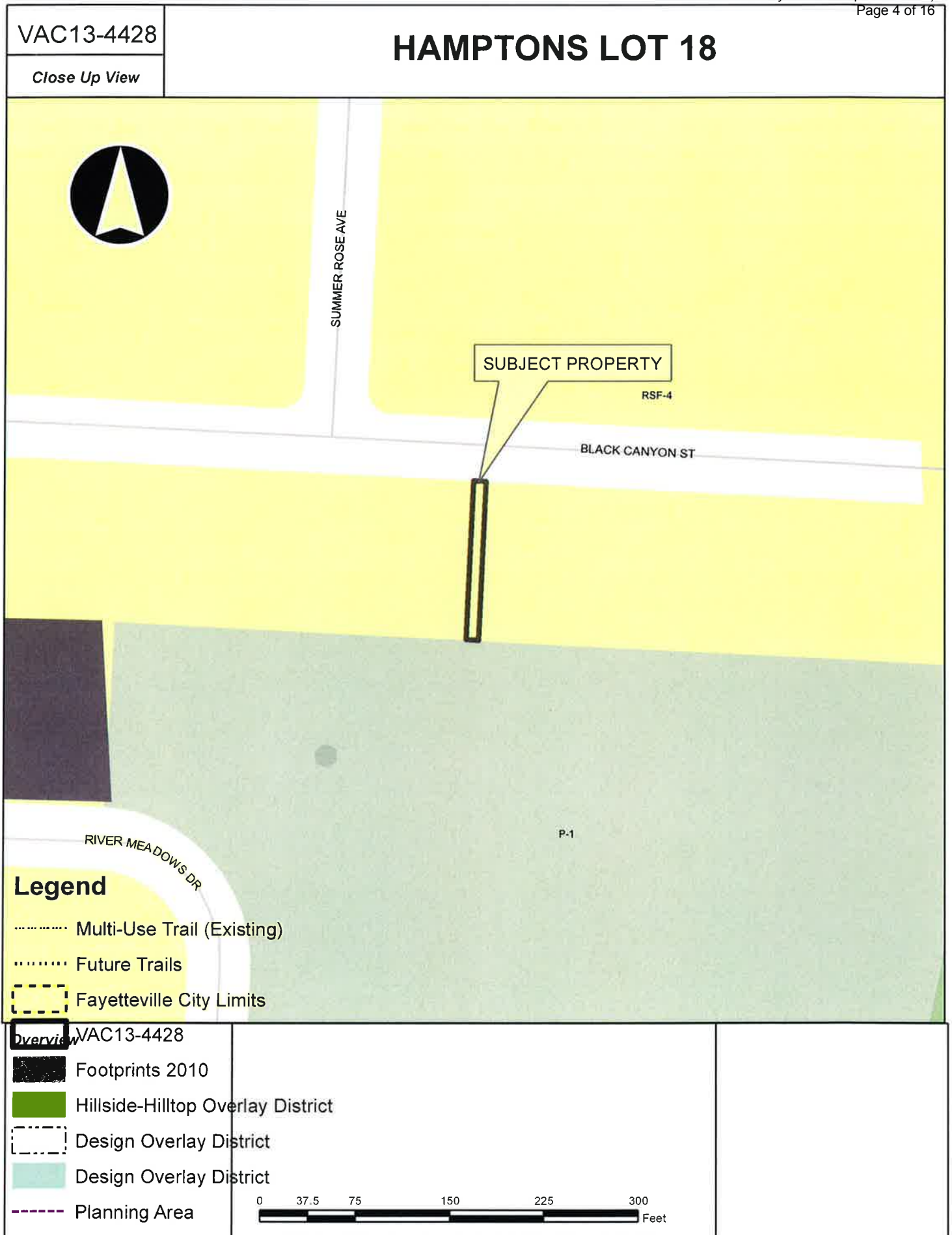
ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer

# EXHIBIT "A"

C. 2  
VAC 13-4428 (4291 Black  
Canyon St./Hamptons Lot 18)  
Page 4 of 16



**EXHIBIT "B"**  
**VAC 13-4428**

**ACCESS EASEMENT VACATION LEGAL DESCRIPTION**

A PART OF LOT 18 OF THE HAMPTONS SUBDIVISION, PHASE I TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN UPON THE PLAT FILED FOR RECORD IN PLAT BOOK 23A AT PAGE 389, RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 18; THENCE ALONG THE NORTH LINE OF LOT 18 SOUTH 87°02'15" EAST 10.00 FEET; THENCE SOUTH 02°48'02" WEST 127.31 FEET TO A POINT ON THE SOUTH LINE OF LOT 18; THENCE NORTH 87°02'15" WEST 10.00 FEET TO THE SOUTHWEST CORNER OF LOT 18; THENCE ALONG THE WEST LINE OF LOT 18 NORTH 02°48'02" EAST 127.31 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS.



## PC Meeting of July 22, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.  
Fayetteville, AR 72701  
Telephone: (479) 575-8267

### PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission  
FROM: Jesse Fulcher, Current Planner  
THRU: Jeremy Pate, Development Services Director  
DATE: ~~July 16, 2013~~ Updated July 23, 2013

**VAC 13-4428: Vacation (4291 BLACK CANYON ST./HAMPTONS LOT 18, 608):**  
Submitted by ENGINEERING SERVICES, INC. for property located at 4291 BLACK CANYON STREET. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.23 acres. The request is to vacate an existing pedestrian access easement on the subject property.

Planner: Jesse Fulcher

### Findings:

*Property:* The subject property is located in the Hamptons Subdivision, east of Stonebridge Meadows Golf Course. A requirement of the development was to plat a 20 foot wide pedestrian access easement centered on the lot line between Lots 17 and 18. The easement provides access for subdivision residents to Rodney Ryan Park, located directly south within the Stonebridge Meadows Subdivision. Surrounding land use and zoning is depicted in *Table 1*.

**Table 1**  
**Surrounding Land Use and Zoning**

| Direction from Site | Land Use          | Zoning                           |
|---------------------|-------------------|----------------------------------|
| North               | Single-family     | RSF-4, Residential Single-family |
| South               | Park              | RSF-4, Residential Single-family |
| East                | Single-family     | RSF-4, Residential Single-family |
| West                | Undevelopable lot | RSF-4, Residential Single-family |

*Request:* The applicant's request is to vacate the east 10 feet of the dedicated access easement and then dedicate 10 feet on Lot 17 to maintain the 20 foot easement. A single-family home has been constructed on Lot 18 and the new privacy fence has been constructed across the easement.

*Easement Vacation Approval:* The applicant has submitted the required easement vacation forms to the City Parks Department and adjacent property owners with no objections. The owners of Lots 17, 18 and the City of Fayetteville have all agreed to the proposal.

**UTILITIES**

**RESPONSE**

|                                     |     |
|-------------------------------------|-----|
| Ozarks Electric                     | N/A |
| Cox Communications                  | N/A |
| Southwestern Electric Power Company | N/A |
| Source Gas                          | N/A |
| AT&T                                | N/A |

**CITY OF FAYETTEVILLE:**

**RESPONSE**

|                |     |
|----------------|-----|
| Water/Sewer    | N/A |
| Transportation | N/A |
| Solid Waste    | N/A |

**ADJACENT PROPERTY OWNER:**

**RESPONSE**

|                                                |               |
|------------------------------------------------|---------------|
| West (Lot 17): Legacy National Bank            | No objections |
| South (Rodney Ryan Park): City of Fayetteville | No objections |

**Public Comment:** No public comment has been received.

**Recommendation:** Staff recommends forwarding **VAC 13-4428** to the City Council with a recommendation for approval subject to the following conditions:

1. A 10 foot public access easement shall be dedicated on Lot 17 prior to the subject vacation being valid.

---

**CITY COUNCIL ACTION: Required**

**PLANNING COMMISSION ACTION: Required**

**Planning Commission Action:**     ☒ Forwarded     ☐ Denied     ☐ Tabled

**Date:** July 22, 2013

**Motion:** Cook

**Second:** Winston

**Vote:** 7-0-0 (consent agenda)

**Notes:**



June 11, 2013

City Council and Planning Commission  
City of Fayetteville, Arkansas  
125 West Mountain  
Fayetteville, AR 72701

RE: Easement Vacation Petition  
Parcel Number 765-29194-000

Dear Mr. Sir or Ma'am,

On behalf of our client, we are submitting materials to vacate an existing pedestrian access easement located on Lot 18 in Phase I of The Hamptons Subdivision, which is located at 4291 Black Canyon Street. This letter is intended to provide the scope, nature, and intent of the petition to vacate this easement.

The property is currently in the RSF-4 (Residential Single Family - 4 Units per Acre) zoning district, and is owned by Riggins Construction, Inc., which is both the property owner and the applicant. The Final Plat for this subdivision, filed at Book 23A, Page 398, created a 20' wide pedestrian access easement centered on the common lot line of Lots 17 and 18, with 10' of the easement on each lot. This access easement is intended to provide a route of ingress/egress for pedestrians from The Hamptons Subdivision to Rodney Ryan Park, which is located to the south on Lot 83 of Stonebridge Meadows Subdivision, Phase II and Lot 161 of Stonebridge Meadows Subdivision, Phase IV.

Lot 17 in The Hamptons Subdivision has a large utility easement running diagonally across it to accommodate multiple gas lines, and is therefore identified on the final plat as unbuildable. For this reason, the owner of Lot 18 is requesting that the 10' of pedestrian access easement situated on Lot 18 be vacated, and the access easement on Lot 17 be expanded from 10' to 20' via a separate easement dedication document. The practical result of this will be to shift the entire 20' easement 10' to the west, and place it completely on Lot 17, an unbuildable lot. The owners of lot 17, the owners of lot 18, and the City of Fayetteville Parks Department have all agreed to this proposal. There is no known existing trail infrastructure located within the easement which will need to be relocated or modified.

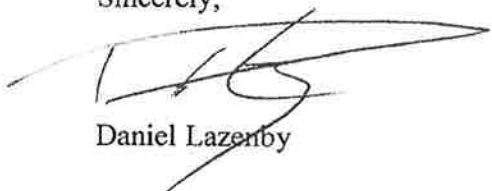
June 11, 2013  
Fayetteville City Council and Planning Commission  
Page 2

The following materials are enclosed with this letter:

- Easement Vacation Application
- Easement Vacation Petition
- County Parcel Map Exhibit with Adjacent Parcel Data and Easement Location
- Survey of Property Showing Easement Location (Filed Final Plat of Hamptons Subd.)
- Copy of Warranty Deed
- Legal Description of Entire Lot 17 and Access Easement to be Vacated
- Certified List of Adjacent Property Owners
- Certificate of Mailing
- Adjacent Property Owner Notification Form and Written Notification Form (Both forms were mailed to all adjacent property owners)
- Certified Mail Receipts from Adjacent Property Owner Notification Letters
- Check to City of Fayetteville in the amount of \$205.00 for Application Fee & Sign Fee

Please let me know if you have any questions or need any further information.

Sincerely,



Daniel Lazenby

Enclosures



[www.accessfayetteville.org](http://www.accessfayetteville.org)

THE CITY OF FAYETTEVILLE, ARKANSAS  
DEPARTMENT CORRESPONDENCE

**TO:** Fayetteville City Planning Department  
**FROM:** Alison Jumper, Park Planning Superintendent *aj*  
**DATE:** June 11, 2013  
**SUBJECT:** Hamptons Subdivision Easement Vacation/Dedication

The final plat for the Hamptons subdivision required a 20' public easement between lots 17 and 18 to provide access to Rodney Ryan Park, a city-owned public park. The developer is requesting to vacate 10' of the easement currently located on lot 18 and add a 10' easement on lot 17, thereby creating a 20' easement located entirely on lot 17 as it is an unbuildable lot. Parks staff supports this change as it will continue to provide public access to Rodney Ryan Park. If you have any questions, please contact me.

**From:** Daniel Lazenby <dlazenby@engineeringservices.com>  
**To:** 'Jesse Fulcher' <jfulcher@ci.fayetteville.ar.us>  
**Date:** 7/19/2013 2:23 PM  
**Subject:** FW: Hamptons SD vacation

Mr. Fulcher,

Please see the forwarded email below from Mr. Kleck, Senior Vice President/Chief Lending Officer for Legacy National Bank stating his agreement to the proposed easement dedication.

Thank you,

Daniel G. Lazenby

Engineering Services, Inc.

1207 South Old Missouri Road

P.O. Box 282

Springdale, AR 72765-0282

Phone: (479) 751-8733 / Fax: (479) 751-8746

[www.engineeringservices.com](http://www.engineeringservices.com) <blocked::http://www.engineeringservices.com/>

From: John Carpenter [mailto:jcarpenter@lindsey.com]  
Sent: Friday, July 19, 2013 2:19 PM  
To: 'Daniel Lazenby'  
Subject: FW: Hamptons SD vacation

See below!

From: Gary Kleck [mailto:Gary.Kleck@legacyar.com]  
Sent: Friday, July 19, 2013 2:17 PM  
To: 'jcarpenter@lindsey.com'  
Subject: RE: Hamptons SD vacation

Good afternoon John,

Yes we approve of dedicating the easement to Lot 17. Thanks

Gary Kleck

Senior Vice President

Legal Descriptions to Accompany Easement Vacation Application for Parcel No. 765-29194-000

---

LEGAL DESCRIPTION OF ENTIRE PROPERTY - FROM DEED BOOK 2012 PAGE 24589:

Lot 18 of The Hamptons Subdivision, Phase I to the City of Fayetteville, Washington County, Arkansas, as shown upon the plat filed for record in Plat Book 23A at Page 389, recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Subject to easements, rights-of-way, and protective covenants of record, if any.  
Subject to all prior mineral reservations and oil and gas leases, if any.

---

LEGAL DESCRIPTION OF EASEMENT TO BE VACATED:

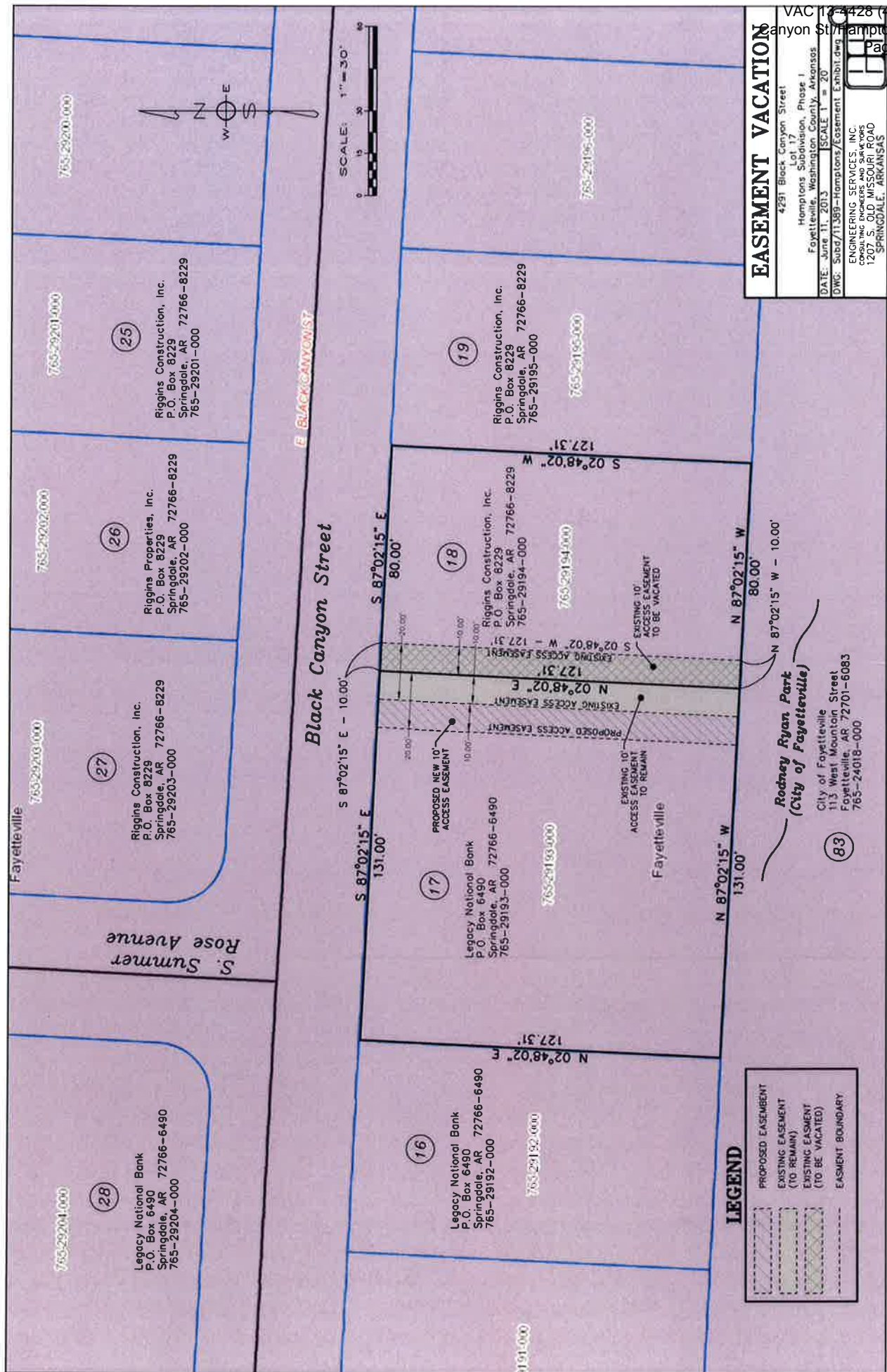
A part of Lot 18 of The Hamptons Subdivision, Phase I to the City of Fayetteville, Washington County, Arkansas, as shown upon the plat filed for record in Plat Book 23A at Page 389, recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, being more particularly described as follow, to wit:  
Beginning at the northwest corner of said Lot 18; thence along the north line of Lot 18 South 87°02'15 East 10.00 feet; thence South 02°48'02" West 127.31 feet to a point on the south line of Lot 18; thence North 87°02'15 West 10.00 feet to the southwest corner of Lot 18; thence along the west line of Lot 18 North 02°48'02" East 127.31 feet to the Point of Beginning, containing 0.03 acres, more or less.

---

LEGAL DESCRIPTION OF NEW EASEMENT TO BE DEDICATED:

A part of Lot 17 of The Hamptons Subdivision, Phase I to the City of Fayetteville, Washington County, Arkansas, as shown upon the plat filed for record in Plat Book 23A at Page 389, recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, being more particularly described as follow, to wit:

Commencing at the northeast corner of Lot 17; thence along the north line of Lot 17 North 87°02'15 West 10.00 feet to the northwest corner of an existing pedestrian access easement and the Point of Beginning; thence along the west line of said existing access easement South 02°48'02" West 127.31 feet to a point on the south line of Lot 17 and the southwest corner of said existing access easement; thence along the south line of Lot 17 North 87°02'15 West 10.00 feet; thence North 02°48'02" East 127.31 to a point on the north line of Lot 17; thence along the north line of Lot 17 South 87°02'15 East 10.00 feet to the Point of Beginning, containing 0.03 acres, more or less.







**R & SEWER SYSTEM**  
 JUDY SYSTEM AND SEWER COLLECTION SYSTEM INSTALLED IN THE SUBDIVISION  
 KANSAS STATE BOARD OF HEALTH AND THE CITY OF FAYETTEVILLE

**OWNER**  
 MIDLAND ENTERPRISES, INC.  
 1113 W. MOUNTAIN ST.  
 FAYETTEVILLE, AR 72701  
 PARCEL #105-13117-051  
 ZONING: NS-4

**OWNER**  
 THE HAMPTONS, LLC  
 P.O. BOX 457  
 SLOAN SPRINGS, AR 72761  
 (479) 524-8499  
 N 87°02'15" W 831.09'

**POB**  
 PHASE 1  
 N 87°02'15" W 1136.53'

**POC**  
 NE CORNER SE/4 SW/4  
 SEC. 18 T-16-N R-36-W  
 AS PER PLAT 2001-00033827  
 BK-9709609411

**CERTIFICATE OF APPROVAL OF SIDEWALKS:**  
 CONSTRUCTION OF ALL SIDEWALKS SHALL BE INSPECTED BY THE CITY SIDEWALK  
 AND TRAILS COORDINATOR TO COMPLY WITH THE CITY SPECIFICATIONS. THE  
 DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND COMPLETION OF  
 ALL SIDEWALKS SHOWN ON THIS FINAL PLAN.

**DATE** 8/14/11 **CITY ENGINEER** [Signature]

**CERTIFICATE OF OWNERSHIP & DEDICATION:**  
 WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE  
 REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE ALL THE  
 STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY THE  
 OWNERS ALSO DEDICATE TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES  
 INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF  
 FAYETTEVILLE THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW  
 FACILITIES. WE ALSO ESTABLISH HEREBY IS THE RIGHT OF  
 INGRESS AND EGRESS TO SAID EASEMENTS, AND THE RIGHT TO LOCATE OR PLANT TREES WITHIN  
 STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO LOCATE OR PLANT TREES WITHIN  
 SAID EASEMENTS.

**DATE** 8/14/11 **OWNER** [Signature]  
**DATE** 8/14/11 **OWNER** [Signature]

**CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS:**  
 WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS, INCLUDING CABLE TELEVISION EASEMENTS, PLANTED IN  
 THIS SUBDIVISION ARE SHOWN AS REQUESTED AND WERE APPROVED BY THE  
 THE CITY OF FAYETTEVILLE, ARKANSAS

**DATE** 10-4-07 **DATE** 10/4/07  
**DATE** 10/4/07 **DATE** 10/4/07  
**DATE** 10/4/07 **DATE** 10/4/07

**LAND DEDICATION OR MONEY IN-LIEU:**  
 APPLIES WITH SECTION 166.03(K) WITH THE OWNER PAYING IN-LIEU \$37,740.00.

**ING SET-BACK DIMENSIONS:**  
 ALL DIMENSIONS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE CURRENT  
 ORDINANCE.

**PLANNING COMMISSION AT A MEETING HELD August 02, 2007**  
**PROTECTION & PRESERVATION:**  
 BEEN WITH THE REQUIREMENTS OF THE

**COPYRIGHT**  
**NORTH ENGINEERING CONSULTANTS**  
 207 South Main Street  
 (479) 271 - 0906

**REGISTERED PROFESSIONAL ENGINEER**  
 STATE OF ARKANSAS  
 NO. 1018  
 JERRY L. [Signature]

**CERTIFICATE OF AUTHORIZATION**  
 NORTHSTAR  
 No. 74

Doc ID: 014163410001 Time: 1:01:01

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 87.66  | N87°02'15"W |
| L2   | 174.94 | N87°02'15"W |
| L3   | 28.00  | S02°36'24"W |
| L4   | 30.33  | N87°02'15"W |
| L5   | 22.31  | S47°02'47"W |
| L6   | 22.37  | S47°02'47"W |
| L7   | 277.13 | S02°36'24"W |
| L8   | 277.36 | S02°36'24"W |
| L9   | 69.09  | N87°02'15"W |
| L10  | 57.68  | S47°02'47"W |
| L11  | 59.77  | N87°02'15"W |
| L12  | 41.03  | S47°02'47"W |
| L13  | 96.75  | N02°34'41"E |
| L14  | 38.29  | N87°02'15"E |
| L15  | 56.21  | N87°02'15"E |
| L16  | 65.08  | N02°34'41"E |
| L17  | 30.67  | S02°36'24"E |
| L18  | 76.55  | N87°02'15"E |
| L19  | 43.43  | S87°02'15"E |
| L20  | 143.42 | S87°02'15"E |
| L21  | 84.50  | S04°33'28"W |
| L22  | 80.90  | N87°15'01"W |



Miles



**City Council Agenda Items  
and  
Contracts, Leases or Agreements**

20-Aug-13

City Council Meeting Date  
Agenda Items Only

David Jurgens  
Submitted By

Wastewater Treatment  
Division

Utilities  
Department

**Action Required:**

approving the purchase of five software seats of GeoKNX Mobile Implementation software from MarshallGIS for \$26,975.00 to allow field interface between Hansen and ArcGIS software in the field by Water/Sewer field crews, approve a \$4,000 contingency, and approve a bid waiver.

\$ 30,975  
Cost of this request

\$ 38,000  
Category / Project Budget

Water/Sewer Equipment Expansions  
Program Category / Project Name

5400-1840-5209.00  
Account Number

\$ -  
Funds Used to Date

Water/Sewer Operations  
Program / Project Category Name

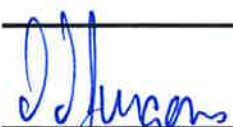
13019.1  
Project Number

\$ 38,000  
Remaining Balance

Water/Sewer  
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

  
Department Director

2 Aug/13  
Date

Previous Ordinance or Resolution #

  
City Attorney

8-2-13  
Date

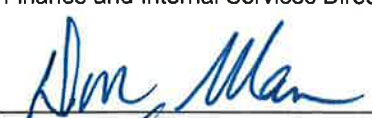
Original Contract Date:

Original Contract Number:

  
Finance and Internal Services Director

8-5-2013  
Date

Received in City  
Clerk's Office

  
Chief of Staff

8-5-13  
Date

Received in  
Mayor's Office

  
Mayor

8/5/13  
Date

Comments:



To: Fayetteville City Council

Thru: Mayor Lioneld Jordan  
Don Marr, Chief of Staff

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



Date: August 2, 2013

Subject: Software Purchase for Hansen-GIS Interface Software from MarshallGIS

## **RECOMMENDATION**

City Administration recommends approving the purchase of five software seats of GeoKNX Mobile Implementation software from MarshallGIS for \$26,975.00 to allow field interface between Hansen and ArcGIS software in the field by Water/Sewer field crews, approve a \$4,000 contingency, and approve a bid waiver.

## **BACKGROUND**

Water and sewer field work is all recorded through work orders in the City's Hansen software. Virtually all of the work is performed on an asset, which has a physical location that is recorded in the City's ArcGIS mapping system. These two software systems do not interface. Additionally, using our current arrangement, all Hansen work orders must be written on paper by the field crews, which are then turned in to administrative staff who enter the information into the Hansen system in the office. For years, Water/Sewer and GIS staff have been gradually entering our water and sewer system attributes into our GIS system, providing very accurate field location data. This has recently been installed on smart phones, so field crews can find these assets using hand held devices.

## **DISCUSSION**

The GeoKNX Mobile Implementation software from MarshallGIS provides the capability to both enter work order data from the field, in real time, and also links the work order with the asset on which the crew is working. It also allows field crews to take photos, linked to GPS coordinates, at the job site, without these entries having to be translated and separately named and saved back in the office. This will make our field operations more thorough, more accurate, and more efficient. Office staff will still be required to perform quality control checks on the field data, but this should improve with training.

We plan to start implementation of this system slowly, to identify the methods and techniques to make it work best for our field crews. By starting with five seats (three for field service representatives, and two for field crews), we can slowly and deliberately adjust our work procedures.

We are requesting the bid waiver because this software from MarshallGIS is the only software we have found, through extensive research, that has proven itself to successfully and reliably integrate Hansen and ArcGIS software in a mobile environment. MarshallGIS has worked with us in the past when integrating Hansen and ArcGIS operations. We currently use MarshallGIS software to synchronize addresses between the two systems, and it has performed excellently.

This purchase include the software seats, the first year's maintenance fee, installation, and training.

## **BUDGET IMPACT**

Funds are available within the budget for project 13019, Water/Sewer Equipment Expansions.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT WITH MARSHALLGIS IN THE TOTAL AMOUNT OF \$26,975.00 TO PURCHASE FIVE (5) SOFTWARE SEATS OF GEOKNX MOBILE IMPLEMENTATION SOFTWARE FOR USAGE BY THE WATER AND SEWER DIVISION, AND APPROVING A PROJECT CONTINGENCY OF \$4,000.00

**WHEREAS**, GeoKNX mobile implementation software from MarshallGIS provides the ability to enter work order data from the field in real time while linking the work order with the asset on which a crew is working on a digital map; and

**WHEREAS**, the software acts as a mobile link between the City's Hansen software and its ArcGIS mapping system allowing field crews to take photos linked to GPS coordinates at a job site, without the entries having to be separately saved into another computer; and

**WHEREAS**, the GeoKNX software offered through MarshallGIS is the only software the City has found, through extensive research, which has proven itself to successfully and reliably integrate the Hansen and ArcGIS software in a mobile environment;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract with MarshallGIS in the total amount of \$26,975.00 to purchase five (5) software seats of GeoKNX mobile implementation software for usage by the Water and Sewer Division, and further approves a \$4,000.00 project contingency.

**PASSED and APPROVED** this 20<sup>th</sup> day of August, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



marshallGIS

GIS For Your World

## Quote

To: Greg Mitchell  
City of Fayetteville, AR  
113 W Mountain  
Fayetteville, AR 72701  
Phone: 479-444-3431  
Email: [gmitchell@ci.fayetteville.ar.us](mailto:gmitchell@ci.fayetteville.ar.us)

Quote #: QUO-01547-S3G9  
Rev #: 1  
Project Name: Fayetteville GeoKNX Mobile  
Issue Date: 6/14/2013  
Valid: 6/14/2013 through 8/31/2013  
Prepared by: Rhett Harman  
Phone: 208-514-0411 ext.114  
Email: rharman@marshallgis.com

| Item #                                                | Product Descriptions                                                                                                                    | Qty | Unit Price | Promotional Price Per Seat | Extended Cost      |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----|------------|----------------------------|--------------------|
| 1                                                     | GeoKNX Mobile for Hansen Software Seats Licenses* (GoMap!, GoCollect!, GoRespond!, GoWork!). Includes Server and Spatial Administrator. | 5   | \$3,850.00 | \$1,925.00                 | \$9,625.00         |
| 2                                                     | GeoKNX Mobile Support and Maintenance**                                                                                                 | 5   | \$770.00   | \$770.00                   | \$3,850.00         |
| 3                                                     | GeoKNX Implementation Services                                                                                                          | 5   | \$1,500.00 |                            | \$7,500.00         |
| 4                                                     | GeoKNX Training                                                                                                                         | 3   | \$1,500.00 |                            | \$4,500.00         |
|                                                       | <b>TOTAL COST</b>                                                                                                                       |     |            |                            | <b>\$25,475.00</b> |
| *Price includes cost for Esri ArcGIS Runtime license. |                                                                                                                                         |     |            |                            |                    |
| ** Price includes Esri ArcGIS Runtime Maintenance.    |                                                                                                                                         |     |            |                            |                    |

*plus travel expenses estimated at \$1,500.*

**Payment Terms:** Software, hardware and standard maintenance are due upon receipt. Any services will be billed upon successful completion of service. Travel expenses are not included in this price quote and will be billed as incurred.

**Usage Terms and Conditions:** All current and future software purchases are licensed under and subject to acceptance of the Master License Agreement Terms and Conditions.

MarshallGIS • 2915 N. Cole Rd. • Boise, ID • (208) 514-0411 • [www.marshallgis.com](http://www.marshallgis.com) • [GeoKNX@marshallgis.com](mailto:GeoKNX@marshallgis.com)



# **GEOKNX<sup>®</sup> MOBILE IMPLEMENTATION SCOPE OF WORK**

PREPARED FOR THE CITY OF FAYETTEVILLE, AR

**JULY 31, 2013**

2915 N. Cole Rd.

Boise, ID 83704

Phone: 208-514-0411

geoKNX@marshallGIS.com

[www.marshallGIS.com](http://www.marshallGIS.com)



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# GeoKNX® Mobile Implementation Scope of Work

*Prepared for the City of Fayetteville*

## INTRODUCTION

### Overview:

The City of Fayetteville (City) has requested that MarshallGIS provide and implement five (5) seats of GeoKNX Mobile. The goal of this GeoKNX Mobile Implementation Scope of Work is to identify what tasks will be completed within the eight (8) days in the quote 20130723\_GeoKNXMobileQuote\_5Seats\_Fayetteville. These will be identified as "Required" in this scope. MarshallGIS has also identified additional "Optional" tasks that MarshallGIS provides to customers. The City can decide whether these optional tasks would be of value. If so, MarshallGIS can provide these services.

This project will focus on successful integration of Esri and Hansen technologies. The emphasis will be on associated functionalities like mobility and synchronization to support key business workflows at the City.

MarshallGIS is unique in that we are partners with Esri and Hansen, and we designed and developed GeoKNX Mobile to integrate GIS and Hansen. We have a strong understanding of both Esri and Hansen technologies. We are the only provider of a mobile GIS COTS (Commercial Off-The-Shelf) solution that integrates an Esri Geodatabase, GPS, and Hansen in the field.

### MarshallGIS Process:

MarshallGIS uses a standard technology development process which includes an agile or iterative approach. This process includes Planning, Design, Implementation, Testing, and Production components.

MarshallGIS uses a COTS product requirements approach. Using existing platforms provides a means of involving the customer early in the process through workshops, education, and incorporating real business solutions. This approach also provides an accelerated project lifecycle and reduces time to deployment.

MarshallGIS will implement five seats of GeoKNX mobile solutions in the City's test environment as a means of providing the City with tools to review and provide feedback. This is part of the iterative implementation process and allows quick feedback to fine-tune the COTS configurations.

MarshallGIS defines a "system" as a combination of Data, Hardware, Software, Connectivity, and People. Implementation includes development of one or more of the components of the system, as needed, based on the assessment and plan. Technology transfer typically means training of system administrators and field users, but also includes technology transfer to management and other people affected by the overall system in the form of webinars and workshops. Deployment also includes Go-Live Assistance to assist the City with the change management and rollout to the field.

### Qualifications:

MarshallGIS has unique qualifications that come with being partners with both Esri and Hansen. We have in-depth knowledge of Esri technologies, are an Esri Silver Partner, and have won numerous Esri awards including the Foundation Partner award. We are the only provider of a mobile GIS COTS solution that integrates an Esri Geodatabase, GPS and Hansen data in the field.

## Scope:

Below is our proposed scope of work to accomplish the development of an integrated management system. This scope includes some implementation and technology transfer tasks along with the planning phase. We are proposing implementation and technology transfer tasks since the City has already made some decisions such as building GIS capability and integration of Hansen and GIS with GeoAdministrator and IMV. In addition we have proposed optional tasks for development of GeoKNX® Mobile as the City has expressed interest in this technology.

## 1. PLANNING

### 1.1 Conduct Kickoff Meeting (Required)

|                      |                                                                                                                                    |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose:</b>      | To establish channels of communication for the project, finalize project plan, identify roles, and review the scope of the project |
| <b>Milestones:</b>   | Kickoff Meeting                                                                                                                    |
| <b>Deliverables:</b> | Project Plan in MS Project format, Communications Plan                                                                             |
| <b>Assumptions:</b>  | At a minimum MarshallGIS PM & the City PM will participate                                                                         |

MarshallGIS will conduct a kickoff meeting with the City. The MarshallGIS Project Manager (PM) will develop an agenda in collaboration with the City's PM. The objectives of the kickoff meeting will be to:

- Review and finalize the Project Plan
- Introduce team members, and identify roles and responsibilities
- Establish a communications plan (project invoicing, status reports, etc.)
- Review the scope of work

### 1.2 Identify and Document Business Workflows (Optional)

|                      |                                                                                                         |
|----------------------|---------------------------------------------------------------------------------------------------------|
| <b>Purpose:</b>      | To identify and document opportunities to improve current workflows including mock User Interfaces (UI) |
| <b>Milestones:</b>   | Workflow Review Meeting, Final Workflows                                                                |
| <b>Deliverables:</b> | Workflows, GIS and Hansen Configurations                                                                |
| <b>Assumptions:</b>  | Business experts will be available to review and approve workflows                                      |

#### 1.2.1 Review Business Workflows

MarshallGIS will evaluate and document the business workflows used by the City between Esri and Hansen. MarshallGIS will identify any special hardware (GPS or cameras) or real-time connectivity that is currently used by the City. MarshallGIS will assess how frequently GIS data will need to be refreshed on the laptops/tablets and develop a strategy to ensure no duplicate data collection will occur.

MarshallGIS will review any previously documented workflows. Current workflows will be reviewed prior to creating new/final workflows. This may be done immediately prior to or as part of the collaborative work sessions outlined in the next task.

### 1.2.2 Finalize Workflows

MarshallGIS will create final workflows for review and approval by the City. This is an important step in that these workflows will become the target for subsequent technology implementations. The workflows will be developed collaboratively between MarshallGIS and the City staff. The final workflows will look similar to the diagram below, and will also include detail on required data elements from Hansen or GIS. As an example, for workflows that include mobile software, mockups of data entry screens seen by field staff will be used. It is important to identify if workflows are dependent on any data that do not exist or are currently of inferior quality, as this will affect Go-Live scheduling and possibly overall success. If data development is required, then this becomes part of the Implementation Plan (Task 1.4).

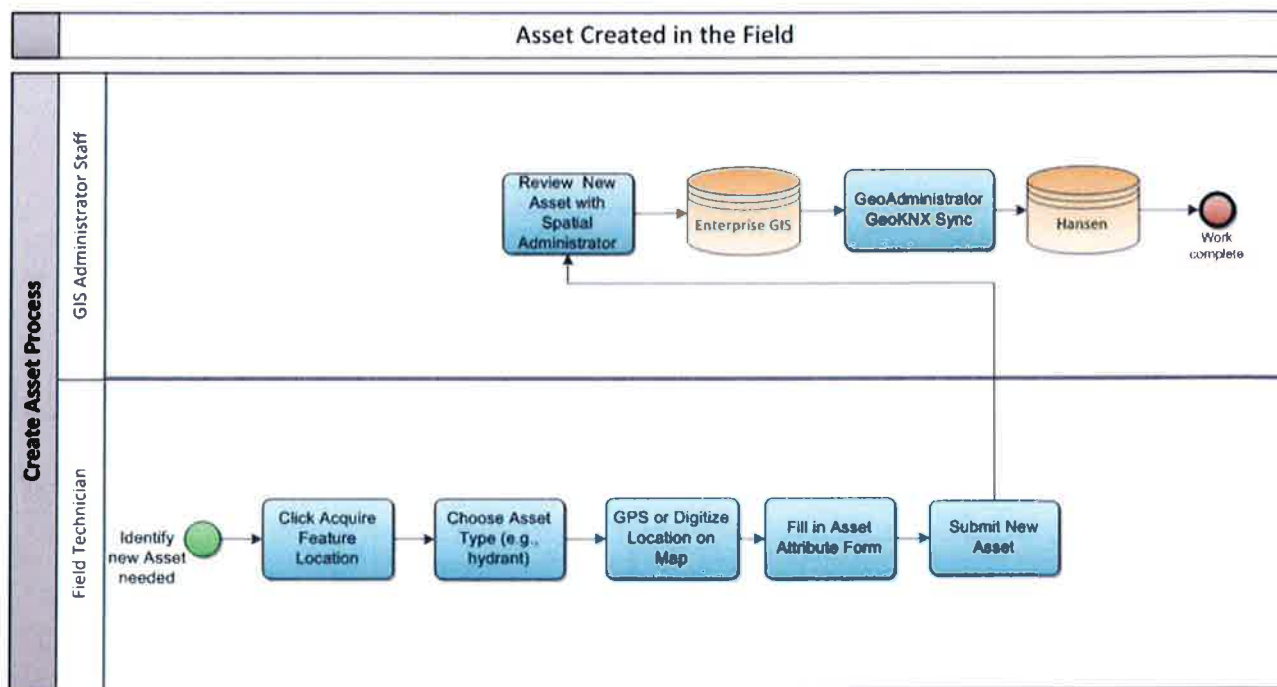


Figure 1: Example Workflow

MarshallGIS will develop workflows for Sewer and Water operations. Staff from each of these groups will be identified to work with MarshallGIS. On-site meetings will be planned with these groups, and will include meetings with management, admin, GIS, IT, and engineering staff that play a role in the workflows. We are assuming that we will develop workflows for each of the two operations groups. This will include workflows for mobile work orders and service requests (up to two configurations per group), mobile asset creation/update (up to two asset workflows per group), and GIS/Hansen back-office data synchronization.

Workflow documentation will be created. These workflows will identify how the City staff will use software, access data and change data.

MarshallGIS will present a detailed overview of the final proposed workflows. These workflows, and pros and cons of various modifications, will be discussed in a review session. Workflows will be finalized based on feedback from the City and delivered to the City for review and approval.

### 1.3 System Assessment (Required)

|                      |                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose:</b>      | To review and document current status of GeoKNX® Mobile and their environment at the City                                                                                                                                                                                                                                                                                                    |
| <b>Milestones:</b>   | Download data, On-site Visit, Assessment Presentation                                                                                                                                                                                                                                                                                                                                        |
| <b>Deliverables:</b> | Business group meetings, Draft and Final Assessment, Pre-Install Checklist                                                                                                                                                                                                                                                                                                                   |
| <b>Assumptions:</b>  | Environment will be documented by the City (laptops/configurations/security). IT will provide MarshallGIS mxd and personal geodatabase, configurations, and Hansen 7.7 data currently used by Sewer and Water. The City Resources will be made available to complete assessment. The City's Production and Test Environments use identical versions of Esri and Hansen, and associated API's |

The system is composed of data, hardware, software, connectivity and staff. In the system assessment, MarshallGIS will review each of these components, and identify where there may be gaps or insufficiencies that are a detriment to an optimized system. The assessment will focus on overall mobility and Hansen/GIS integration objectives. However, the goal is to identify actions/tasks that optimize the system enough to support the target workflows and to support Go-Live of the associated technologies.

#### 1.3.1 *Assessment Overview (Define System – Boundaries of Scope)*

Usually done immediately after the kickoff meeting, MarshallGIS will review the system assessment process and review the planned deliverables with the City. The templates we will use to conduct the assessment will be reviewed with the City. The system assessment will be restricted to system resources required to support the final target workflows defined in Section 1.2.2.

#### 1.3.2 *Review Software*

##### 1.3.2.1 Esri Software

MarshallGIS will review the Esri software on the City test and production servers, desktops and laptops. MarshallGIS will verify the versions of Esri and associated API's. Login information for both systems will be documented. Any material deviations between test and production servers will be noted. All information will be added to the Esri Software Checklist. Any recommended modifications or upgrades will be identified.

In addition, ESRI associated software will be reviewed, such as conversion tools, data loading tools, data development tools, quality control tools or editor productivity tools. These tools may be custom developed or third party tools.

##### 1.3.2.2 Hansen Software

MarshallGIS will review the Hansen software in place for the City's test and production servers. MarshallGIS will verify the versions of Hansen and associated API's. Login information for both systems will be documented. Any material deviations between test and production servers will be noted. All information will be added to the Pre-install Checklist.



### **1.3.3 Hardware**

The City will provide any existing documentation of hardware used to support operations. MarshallGIS will assess current hardware's minimum and recommended specifications to support the target workflows. The following types of hardware will be reviewed: servers, laptops, PC's, tablets, GPS units, cameras, laser range finders, and any other peripherals critical to the City operations. MarshallGIS will also review and document the related OS and IIS server software versions, as well as server security.

### **1.3.4 Wireless Connectivity**

The City will provide specifications of connectivity for wireless technologies within their service area and planned for the mobile devices. Any issues to-date will be documented.

### **1.3.5 Review Data**

Data are a critical component of the optimized system, and often represent a large component of overall system cost and can block implementation if the data are insufficient. MarshallGIS will assess the type and quality of data available to the City, including the data used by Hansen (default and custom workbench tables, fields, etc.) and Esri software (geodatabase, domains, networks). MarshallGIS includes configuration data in its assessment of data. Configuration data typically restricts or simplifies the view of data in a larger system.

#### **Access Data**

MarshallGIS will need access to the City data for the assessment. We request that the City provide a download of the current Hansen, GIS and potentially AutoCAD data for use in the MarshallGIS environment. This will include a database backup of the Hansen 7 database, Web services backup, GeoAdministrator or IMV configurations, and GIS data (file or personal Geodatabase, map mxd file, and any existing mobile configurations).

In addition, MarshallGIS will verify that, as required:

- The GIS layers have Hansen COMPKEY and COMPTYPE fields in place, and they are of type "integer"
- There are no missing COMPKEYS in the COMP table (all COMPKEYS should be sequential with no gaps)

The City will also provide MarshallGIS remote access to its systems, if possible.

#### **Review Hansen Data**

MarshallGIS will review the Hansen databases from the City and evaluate its use in supporting the target workflows.

MarshallGIS will review the data to identify any data issues that may exist (i.e., linking errors, inconsistencies) and any blocking issues related to implementing mobile or GIS integration solutions.

#### **Review Esri and Related Data**

MarshallGIS will review the data provided by the City to identify any data issues that may exist (i.e., linking errors, inconsistencies) and any related blocking issues. MarshallGIS will also review AutoCAD data that may be available for developing needed GIS layers. From initial discussions with the City, there will likely be GIS data gaps, and critical GIS data development tasks needed for successful system implementation.

MarshallGIS will review the Esri databases from the City and will verify that, as required for Hansen integration:

- The GIS layers have COMPKEY and COMPTYPE fields in place, and they are of type "integer"
- No missing COMPKEYS are in the COMP table (all compkeys should be sequential with no gaps)



### 1.3.6 *Staffing*

Adequate staffing numbers and staff experience and training are key to the success of the overall system. MarshallGIS will review the current staffing and assess any training or availability issues. This will include management, supervisors, GIS/IT staff, system administrators, and other related positions. MarshallGIS will review and assess any gaps that may exist in staffing/training that could affect successful operations.

### 1.3.7 *Finalize and Present Assessment*

A summary of the assessment of the current data, software, hardware, connectivity, and staffing resources at the City will be drafted and presented. The City will review and provide comments. This assessment will identify any critical issues that need to be addressed prior to implementation and will include the worksheets and checklists as appendices within the document.

## 1.4 Implementation Plan (Optional)

|                      |                                                                           |
|----------------------|---------------------------------------------------------------------------|
| <b>Purpose:</b>      | To create a plan that ensures successful implementation of GeoKNX® Mobile |
| <b>Milestones:</b>   | Draft and Final Implementation Plans                                      |
| <b>Deliverables:</b> | MS Project Implementation Plan, Installation Worksheet                    |
| <b>Assumptions:</b>  | None                                                                      |

Given the targeted workflows and the system assessment MarshallGIS will develop an implementation plan. The implementation plan will include tasks required to improve the system components as needed. Any dependencies among tasks or optional tasks will be identified. Task owners will be identified and may include the City, MarshallGIS, or other contracted staff. MarshallGIS will submit a draft Implementation Plan for review by the City. Upon approval by the City, the plan will be finalized and used as a roadmap for System Implementation.

MarshallGIS has identified and provided budget estimates for the following system implementation tasks: GeoKNX Mobile Installation, Configuration, Testing, and Training.

## 2. Implementation Services

### 2.1 Set Up Test Environment and Admin and Stakeholder Tech Transfer (Required)

|                      |                                                                                                            |
|----------------------|------------------------------------------------------------------------------------------------------------|
| <b>Purpose:</b>      | To install GeoKNX on the City's Test Environment                                                           |
| <b>Milestones:</b>   | GeoKNX Mobile successfully installed and configured on the City's test server                              |
| <b>Deliverables:</b> | GeoKNX Mobile 13.1 Test Environment Installation Report                                                    |
| <b>Assumptions:</b>  | The City is available to assist with server tasks. MarshallGIS will have access to the City's environments |

MarshallGIS will provide on-site services to install, configure, test, and train on the Test Environment.

#### **2.1.1 Review Test Environment and Restore Data**

MarshallGIS will review the City's Test Environment and data to verify a suitable environment exists for upgrade. MarshallGIS will verify that the minimum system requirements for GeoKNX® Mobile, Spatial Administrator, and Server have been met.

#### **2.1.2 Install GeoKNX® Components**

MarshallGIS will install Version 13.1 for GeoKNX Server, Spatial Administrator, and Mobile into the City's Test Environment. The upgrade process will be documented for use during the upgrade of the Production Environment.

#### **2.1.3 Create and Load Configurations**

MarshallGIS will build / upgrade the client configurations. An example of the client configurations are the fields on the forms (e.g., assets, work orders and service requests forms). The GeoKNX Mobile client will be configured to display the required fields and data, as identified in the workflow.

#### **2.1.4 Test GeoKNX® Functionality**

MarshallGIS will test all the components (Server, Spatial Administrator, and Mobile) to ensure they are functioning properly in conjunction with the City's GIS and Hansen data. The City will provide MarshallGIS with approval of the test installation prior to GeoKNX being installed in the City's Production Environment.

#### **2.1.5 Test the City's Workflows**

MarshallGIS will test the approved workflows that use MarshallGIS software and the final client configurations. Test data will be used to test workflows.

#### **2.1.6 Document Test Environment**

MarshallGIS will provide a Test Environment Report that documents what was completed on the Test Environment. This will be provided for review and approval by the City.

#### **2.1.7 Administrative Training (On-Site)**

The Administrative Training will include the back-office users responsible for supporting the mobile operations. In addition, this will include the supervisor(s) responsible for managing field crew(s). This will include related IT, GIS, Hansen, and other business experts in the Information Technology Department. The Administrative Training will be done during the **on-site visit** (up to four hours) to the City and will be conducted on the Test Environment. This will enable the administrators of the environment to be comfortable with the systems, data, and configurations prior to bringing in the field crew and going live. The City will then have a period of time (usually two weeks) to further test the system prior to switching to the Production Environment.

MarshallGIS will provide the City with a Quick Reference Document to augment the user documentation that summarizes the operations of GeoKNX Mobile in the City. Upon successful training, the City will be ready to Go-Live and switch operations to the Production Environment.

#### **Benefit/Objective of Administrative Training:**

Provides the staff responsible for managing the software with a clear understanding of how the solution works/interacts with the various enterprise systems, how to configure the components for the field users and how to review updates coming in from the field. Having the Administrative Training before Field Training is very helpful because it allows internal staff (typically supervisors/managers of field staff) to test the solution prior to rolling it out to field (end) users and an opportunity to optimize workflows and configurations for the City's

specific needs. This will enable the administrators of the system to be comfortable with the systems, data, and configurations prior to bringing in the field crew(s), going live, and switching to production.

### **Focus of Administrative Training:**

A MarshallGIS trainer will provide an overview of the GeoKNX® solution and all of the components. This will be followed by Administrative Training for GeoKNX Server, Spatial Administrator, and Mobile clients. Finally, specific workflows and configurations related to the City will be reviewed and optimized in hands-on sessions. This will be a Train-the-Trainer session.

### **Who Should Attend:**

The Administrative Training will include the back-office users responsible for supporting the mobile operations, supervisors of the field staff and other managers. This should also include related IT, GIS, Hansen, and other business experts at the City. This will not include end users or field staff.

## **2.1.8 Stakeholder Meetings (Optional)**

|                      |                                                                                                                                                                                                                           |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose:</b>      | Provide Stakeholders and Management with an overview of the GeoKNX Mobile software solution, what functions it performs, outputs and ROI (return on investment) from the system that management must budget for each year |
| <b>Milestones:</b>   | Webinar                                                                                                                                                                                                                   |
| <b>Deliverables:</b> | Webinar                                                                                                                                                                                                                   |
| <b>Assumptions:</b>  | This will be performed as a two hour webinar but could be performed on-site                                                                                                                                               |

MarshallGIS will provide a two hour webinar reviewing the planned use of technology for various City stakeholders which will improve adoption of the technology and improve stakeholders' ability to provide feedback.

## **2.2 Training Environment (Optional)**

|                      |                                                                                                                                                                      |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose:</b>      | To set up a training environment for end user training. Typically, this is a training facility and training machines                                                 |
| <b>Milestones:</b>   | n/a                                                                                                                                                                  |
| <b>Deliverables:</b> | Training Plan and Training Environment Set up with the GeoKNX Software and training data                                                                             |
| <b>Assumptions:</b>  | A training facility is available and the City will provide access for MarshallGIS technical staff. The City will work with MarshallGIS on defining the Training Plan |

### **2.2.1 Develop Training Plan**

MarshallGIS will work with the City to develop a training plan for the field users. As part of this meeting, there will be a review of the configurations and workflows.

### 2.2.2 ***Install GeoKNX® Software in Training Environment***

The Training Environment is typically a training facility with many machines. In this case there may be machines in the training room and some mobile devices to go out in the field.

MarshallGIS will install the GeoKNX Mobile client and GeoKNX Spatial Administrator software on the training machines mentioned in Task 2.1.2 above. The training can utilize the same test GeoKNX Staging Database (this stage will not need a separate staging database) and the same test GeoKNX Server (no need to install a new server for training).

### 2.2.3 ***Test Training Environment***

MarshallGIS and the City will test the training environment and run through workflows prior to providing the field training.

### 2.2.4 ***Field Training (Required)***

If the City chooses not to have the optional Training Environment in full, then the required Field Training will be performed as the last part of Step 2.1, after the Administrative Training.

#### **Benefit/Objective of Field Training:**

Provides the field users responsible for field operations with training on the GeoKNX Mobile client software and optimizing workflows related to field operations. Upon successful field training, the City will be ready to Go-Live and switch operations to the production system.

#### **Focus of Field Training:**

The MarshallGIS trainer will provide an overview of the GeoKNX solution and all of the components. This will be followed by field training on the GeoKNX Mobile client software with specific workflows (e.g., work management, customer service, and asset management) related to the City in hands-on sessions utilizing workflows defined previously.

#### **Who Should Attend:**

The field training will include the field crews responsible for supporting the mobile operations. Typically, the supervisors and managers of these crews also attend the training.

## 2.3 ***Production Environment (Optional)***

|                      |                                                                                                                                                              |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose:</b>      | To install GeoKNX on the City's Production Environment.                                                                                                      |
| <b>Milestones:</b>   | n/a                                                                                                                                                          |
| <b>Deliverables:</b> | GeoKNX working on Production Environment, Documentation of GeoKNX Install                                                                                    |
| <b>Assumptions:</b>  | The City is available to assist with upgrade tasks. MarshallGIS will have access to client environments. Production Environment mirrors the Test Environment |

This Production Environment Task contains the same subtasks that were completed in Task 2.2 Test Environment above, and so are not rewritten in this section. There is less labor needed overall, and much less needed for configuration in this Production Task as the majority of configuration is completed in Task 2.2. When testing is completed on the production system, the City will be able Go-Live with GeoKNX.

MarshallGIS will provide remote support services to install, configure and test, and Go-Live on the Production Environment.

### **2.3.1 *Install GeoKNX® Software***

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MarshallGIS will support the City staff with the installation of GeoKNX Mobile on the Production Environment.

MarshallGIS will install/migrate GeoKNX Mobile (GeoKNX Server, Staging Database, Client, Spatial Administrator, and Mobile) on the Production Environment.

### **2.3.2 *Create and Load Configurations***

---

MarshallGIS will transfer all of the configurations loaded and approved on the test system to the production system.

### **2.3.3 *Test GeoKNX® Functionality***

---

MarshallGIS will work with the City to test the components (Server, Spatial Administrator, and Mobile) to ensure that they are functioning properly.

### **2.3.4 *Go-Live Assistance (Optional)***

---

MarshallGIS will assist the City with remote support in switching to the GeoKNX production server and have technical staff available remotely to support back office and field staff on the first day of use on the new system. In addition the User Documentation for GeoKNX will be provided in digital format.

### 3. Investment Summary

MarshallGIS proposes the following budget to complete this work. The highlighted yellow task names below are required tasks as part of the implementation. These are that tasks related to the quote provided to Fayetteville for 8 days of implementation services. MarshallGIS recommends that the City include all the tasks below in an implementation if the budget allows. MarshallGIS will provide a new quote for services if the City would like some of the optional tasks identified below.

| Task Name                                             | Estimated Expenses | Total           |
|-------------------------------------------------------|--------------------|-----------------|
| <b>1. Planning</b>                                    |                    | <b>\$5,913</b>  |
| 1.1 Conduct Kickoff Meeting (Required)                |                    | \$383           |
| 1.2 Business Workflows (Optional)                     |                    |                 |
| 1.2.1 Review Business Workflows                       |                    | \$750           |
| 1.2.2 Finalize Workflows                              |                    | \$890           |
| 1.3 System Assessment (Required)                      |                    |                 |
| 1.3.1 Assessment Overview                             |                    | \$188           |
| 1.3.2 Review Software                                 |                    |                 |
| 1.3.2.1 Esri Software                                 |                    | \$375           |
| 1.3.2.2 Hansen Software                               |                    | \$375           |
| 1.3.3 Hardware                                        |                    | \$375           |
| 1.3.4 Wireless Connectivity                           |                    | \$188           |
| 1.3.5 Review Data                                     |                    | \$750           |
| 1.3.6 Staffing                                        |                    | \$188           |
| 1.3.7 Finalize and Present Assessment                 |                    | \$633           |
| 1.4 Implementation Plan (Optional)                    |                    | \$820           |
| <b>2. Implementation Services</b>                     | <b>\$1,500</b>     | <b>\$16,990</b> |
| 2.1 Test Environment (Required)                       |                    | \$195           |
| 2.1.1 Review Test Environment and Restore Data        |                    | \$375           |
| 2.1.2 Install GeoKNX® Components                      |                    | \$1,125         |
| 2.1.3 Create and Load Configurations                  |                    | \$1,125         |
| 2.1.4 Test GeoKNX® Functionality                      |                    | \$375           |
| 2.1.5 Test City's Workflows                           |                    | \$375           |
| 2.1.6 Document Test Environment                       |                    | \$445           |
| 2.1.7 Administrative Training                         |                    | \$2,250         |
| 2.1.8 Management Webinar (Optional)                   |                    | \$1,835         |
| 2.2 Training Environment (Optional)                   |                    |                 |
| 2.2.1 Develop Training Plan                           |                    | \$1,570         |
| 2.2.2 Install GeoKNX Software in Training Environment |                    | \$375           |
| 2.2.3 Test Training Environment                       |                    | \$375           |
| 2.2.4 Field Training (Required)                       | \$1,500            | \$3,750         |
| 2.3 Production Environment (Optional)                 |                    | \$195           |
| 2.3.1 Install GeoKNX® Software                        |                    | \$1,125         |
| 2.3.2 Create and Load Configurations                  |                    | \$375           |
| 2.3.3 Test GeoKNX® Functionality                      |                    | \$375           |
| 2.3.4 Go-Live Assistance (Optional)                   |                    | \$750           |
| <b>Required Tasks Total</b>                           | <b>\$1,500</b>     | <b>\$13,468</b> |
| <b>Optional Tasks Total</b>                           | <b>\$0</b>         | <b>\$9,435</b>  |
| <b>OVERALL TOTAL</b>                                  | <b>\$1,500</b>     | <b>\$22,903</b> |



City Council Agenda Items  
and  
Contracts, Leases or Agreements

8/20/2013

City Council Meeting Date  
Agenda Items OnlyMissy Leflar  
Submitted ByHuman Resources  
DivisionChief of Staff  
Department

## Action Required:

Staff recommends that Council approve the proposed benefits renewals for 2014.

\$ 4,125,600  
Cost of this request\$ -  
Category / Project BudgetCitywide  
Program Category / Project Namexxxx.xxxx.51xx.xx  
Account Number\$ -  
Funds Used to DateCitywide  
Program / Project Category NameN/A  
Project Number\$ -  
Remaining BalanceCitywide  
Fund NameBudgeted Item ☒Budget Adjustment Attached ☐Missy Leflar / [Signature] 8-2-13  
Department Director Date

Previous Ordinance or Resolution # \_\_\_\_\_

[Signature] 8-2-13  
City Attorney Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Paul A. Baker 8-3-2013  
Finance and Internal Services Director DateReceived in City  
Clerk's Office

8/2/13

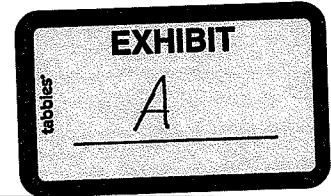
[Signature] 8-6-13  
Chief of Staff DateReceived in  
Mayor's Office[Signature] 8/6/13  
Mayor Date

Comments:



## CITY COUNCIL AGENDA MEMO

**To:** Mayor Lioneld Jordan and City Council members  
**Thru:** Don Marr, Chief of Staff *DM*  
**From:** Missy Leflar, Human Resources Director *ML*  
**Date:** August 2, 2013  
**Subject:** Employee benefits renewals



### PROPOSAL:

It is proposed that the City Council renew the City's employee benefits for 2014, as more fully described below. The proposal is made now in order for the employee benefits enrollment process to proceed on time, and so that City employees may retain what many consider the most positive aspect of their employment with the City: their benefits.

There are three (3) City paid benefits contracts coming up for renewal for 2014. One is for health insurance. The other two are for City paid life insurance and City paid long term disability insurance. These are the three contracts requiring Council approval.

In addition, there are three employee paid benefits contract matters not requiring Council approval, since the employees pay for these benefits rather than the City. Just for Council's information, one is the Delta Dental insurance renewal. The two others are with a company known as "The Standard" for employee paid Short Term Disability and employee paid life insurance.

### CITY PAID LIFE AND DISABILITY INSURANCE

In addition to providing quality employee paid life and employee paid short term disability insurance for the City (accompanied by excellent customer service), "The Standard" has been providing good City paid life insurance and city paid Long Tern Disability insurance. These City paid products provide a one and a half times the base pay life insurance coverage, as well as income protection related to situations where a person becomes disabled from working for over six months.

Please note that it is advantageous to the employees for the same company to handle both the employee paid Short Term Disability and City paid Long Term Disability, because that way the same company already has the person's medical records in the event the disability extends into a Long Term disability situation. The transition between the two thereby becomes very seamless with little or no gaps in benefit checks arriving.

The City's benefits broker, Gallagher Benefits Services, recommends renewal with this company after competitively bidding the products and responding to the Administration's and Human Resources' inquiries. The price will go up due to these products being utilized (payouts of death benefits and disability benefits), but that evidences employee need for the products. Please refer to the attached price comparison chart.

The third City paid benefit contract coming for renewal for 2013 is the health insurance. For the last several years the City's health insurance companies have consistently paid out far more in claims than they have collected in premiums, resulting in annual losses to them of well over a million dollars each year. Against this background the City's Benefits Broker, Gallagher Benefits Services, Inc., solicited competitive bids from Arkansas Blue Cross Blue Shield and United Health Care. Other bids were not solicited due to the other major companies refusing to bid last year due to the City's high utilization rate.

## HISTORY

The City has experience with both insurance companies. It has a long history of having insurance with Blue Cross for the majority of the last 50+ years. United Health Care is the City's current health insurance carrier. The City has carried two types of plans with each company: PPO (Traditional) insurance and HDHP (High Deductible insurance, which is less expensive) from which employees make a choice. The City switched from Blue Cross to United Health Care as of January 1, 2012 for financial reasons. The coverage and networks are not identical but have been, generally speaking, comparable<sup>1</sup>.

Gallagher Benefits Services, the City's benefits broker, advises the Administration that the City's premiums increases are currently primarily driven by two things:

- The City's past history of excellent negotiating, which has kept it's insurance premiums artificially low (up until last year and this year)<sup>2</sup>; and
- High utilization of benefits by employees and employee spouses in the PPO (Traditional) Plan. The utilization rate for 2012 was 128%. This means that for every dollar paid in insurance premiums, the insurance company paid out \$1.28. As we all know, you can't run a household budget that way, with more spending than you've got income. The same holds true with health insurance premiums. The income (what we pay in premiums) simply has to go up to meet the expenditures.

## COMPETITIVE BIDDING

The Blue Cross plan has the advantage for employees of having one deductible to be met (regardless of whether the employee's medical expenses are incurred in-network or out-of-network. In addition, Blue Cross offered a High Deductible plan with three advantages to employees:

- First, there is no higher, separate deductible for the pharmacy benefit that employees have to reach before prescriptions are covered;
- Second, under Blue Cross' family High Deductible plan, once an individual reaches his/her individual deductible, that person's coverage begins (whereas with United Health Care the entire family deductible must first be met for any one person's coverage to being); and

<sup>1</sup> There is anecdotal information from some individual employees that their physicians do not care for having to participate in the United Health Care network. There have never been any such comments from employees with regard to their physicians' attitudes toward being in the Blue Cross network.

<sup>2</sup> Please see attached spreadsheet with Arkansas Municipal League Benefits Survey and NOARK Benefits Survey, as well as prior spreadsheet comparing City's premiums with other government and quasi-government NWA and Central Arkansas employers.

- Third, under the Blue Cross High Deductible plan the coverage pays at 100% after the deductible is met (with United Health Care the plan pays 80% after the deductible is met).

### INCREASE IN EMPLOYEE CONTRIBUTIONS

Even with the best possible bids, the increase in premiums is such that the Administration has determined that there will have to be an increase in not only the dollars the City expends, but the dollars the employees have to expend as well. Even though the City will be paying more dollars per employee for health insurance, employee contributions will also be paying more dollars per employee. The employee will also be contributing a larger percentage overall to the PPO (Traditional) Plan and roughly the same percentage but a higher overall contribution to the HDHP (High Deductible) plan. This will bring the City more in line on the PPO with other Northwest Arkansas government and quasi-government employers<sup>3</sup> while ensuring the HDHP (High Deductible) coverage remains affordable. The City's new contribution will be:

- 80% of total plan cost for individual PPO (Traditional) coverage;
- 65% of total plan cost for family PPO (Traditional) coverage;
- 95% of total plan cost for both the individual and family HDHP (High Deductible) coverage.

The Administration's goal is to achieve balance between taking care of its employees and being fiscally responsible. It is hoped that the City's 95% contribution toward the HDHP (High Deductible) premium will cause most employees to be able to find it quite affordable –especially when compared with health insurance plans offered elsewhere in the marketplace. This is an effort to take care of employees. That said, the more expensive PPO (Traditional) plan will still be offered to those who desire it, although the employee who wishes that plan will have to assume more of the financial responsibility for carrying it. This is an effort to be good financial stewards of City resources, as well as be more realistic in offering what comparable employers offer in today's job marketplace.

### WHAT REMAINS THE SAME

Since employees will be shouldering more of the financial burden for the PPO (Traditional) Plan, it was thought best to keep deductibles and stop losses the same, as well as the City's contributions into Health Savings Accounts for employees on the High Deductible plan.

### WELLNESS EFFORT INCENTIVES

Last year the City decided to try a premium structure designed to provide incentives for employees to take responsibility for their own healthy practices. These efforts were met with mixed success. On the positive side, at least seven employees gave up tobacco in order to get the tobacco free health insurance premium, several lost weight, and many began pro-active efforts at exercising (including using the free City gym). On the negative side, there seemed to be as much negative feedback as positive feedback on the City's efforts to encourage employees toward healthier lifestyles. Although many people were excited about the Wellness opportunities, many others expressed much negativity. It was a mixed result.

The City had planned on enlisting the aid of a professional Wellness Vendor to make improvements to our internally developed, grass roots Wellness Program. It was hoped that more employees would be reached

<sup>3</sup> Please refer to the attached spreadsheet comparing the City of Fayetteville's health insurance premiums with those of other NWA and Central Arkansas government and quasi-government employers.

and that there would be more positive results. However, with the dramatic increase in the costs of the health insurance, the Administration determined that the new financial environment precluded the possibility of paying a Wellness Vendor. There will no longer be a Wellness Discount or Tobacco Premium for the health insurance in 2014.

The City will continue to offer, for interested employees, Wellness opportunities such as free use of the City Gym, monthly on site Wellness education meetings, free annual health screenings, and other wellness related opportunities that are on site and/or free. This will be offered as an employee benefit in the same sense that the City currently offers an Employee Assistance Program (a certain number free counseling sessions at Ozark Guidance for those in short term stressful situations) or membership eligibility for the U-ark Credit Union or Fayetteville Public Schools exercise facility. Instead of a wellness premium, the incentives to participate will be a) improvement in one's health; and b) eligibility for participants to receive awards for active participation. The City's wellness efforts will be focused on reduction of tobacco use for plan participant smokers, and weight loss & nutrition for plan participants.

#### **SUMMARY OF STAFF RECOMMENDATIONS:**

Staff recommends that Council approve renewal of City paid Life and Disability insurance contracts, as well as approve the new contract with Blue Cross Blue Shield at the proposed City/Employee Contribution levels outlined in the memo and the insurance offerings as described above.

#### **BUDGET IMPACT:**

These planned insurance/benefit items are being budgeted for in the City's 2014 budget. The 2013 total health insurance premiums cost is \$4,289,300 for employee and City contributions combined. In 2014 such total health insurance premiums will cost \$5,890,900 (an increase of over 1.6 million dollars). If it is presumed that the plan enrollments stay roughly the same they currently are, it is estimated that the City will spend over \$500,000 in additional insurance costs for 2014. City staff and staff from the City's Benefits Broker, Gallagher Benefits Services, Inc., will be available at the City Council Agenda Session and City Council meeting to answer any questions the City Council may have.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A 2014 EMPLOYEE BENEFITS PACKAGE**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the 2014 employee benefits package as recommended in the staff memorandum attached as Exhibit "A".

**PASSED and APPROVED** this 20<sup>th</sup> day of August, 2013.

**APPROVED:**

**ATTEST:**

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

**The Standard Insurance Company**

**CITY PAID LIFE INSURANCE**

|                                |                                                    |                |
|--------------------------------|----------------------------------------------------|----------------|
| <b>Benefit Amount</b>          | 1.5 times annual salary, to a maximum of \$175,000 |                |
| <b>Age Reductions</b>          |                                                    |                |
| Age 65                         | 35%                                                |                |
| Age 70                         | 60%                                                |                |
| Age 75                         | 80%                                                |                |
| Age 80                         |                                                    |                |
| <b>Options</b>                 |                                                    |                |
| Conversion                     | Included                                           |                |
| Waiver of Premium              | Included                                           |                |
| Accelerated Life Benefit       | Included                                           |                |
|                                | <b>Current</b>                                     | <b>Renewal</b> |
| Life rate per \$1,000          | \$0.11                                             | \$0.13         |
| AD&D Rate per \$1,000          | \$0.04                                             | \$0.04         |
| Total Volume for 695 employees | \$46,840,650.00                                    |                |
| <b>Rate Guarantee</b>          | <b>2 years</b>                                     |                |

**CITY PAID LONG TERM DISABILITY INSURANCE**

|                                   |                            |                |
|-----------------------------------|----------------------------|----------------|
| <b>Definition of Disability</b>   | Own Occupation - 24 months |                |
| Duration of Benefits              | ADEA                       |                |
| Elimination Period                | 180 Days                   |                |
| Max. Monthly Benefit              | \$6,000                    |                |
| Min. Monthly Benefit              | \$50                       |                |
| Integration                       | Full Family                |                |
| Mental Illness/Substance Abuse Li | 24 months                  |                |
| Rehabilitation Services           | Included                   |                |
| Survivor Income                   | Included                   |                |
| Pre-existing                      | three/twelve               |                |
| Participation Requirement         | Current enrollment         |                |
| <b>Rate Guarantee</b>             | <b>2 years</b>             |                |
| <b>Rates</b>                      | <b>Current</b>             | <b>Renewal</b> |
|                                   | \$0.28                     | \$0.35         |
| <b>Estimated Monthly Premium</b>  | \$7,300.85                 | \$9,647.55     |

Current 2013 Health Insurance Premiums

C. 4

2014 Employee Benefits Package  
Page 8 of 10

(Sorted by Employee Contribution from least amount of contribution to most contribution)

| Employee Only                | Employee        | Employee         | Employee          | Employee         | Insured Status    | Plan Used     | Notes            |
|------------------------------|-----------------|------------------|-------------------|------------------|-------------------|---------------|------------------|
| Entity                       | Total Premium   | Contribution (%) | Contribution (\$) | Contribution (%) | Contribution (\$) |               |                  |
| Benton County                | \$465.00        | 100%             | \$465.00          | 0%               | \$0.00            | Self-Insured  | PPO              |
| Little Rock                  | \$397.80        | 100%             | \$397.80          | 0%               | \$0.00            | Fully Insured | POS              |
| North Little Rock            | \$410.69        | 100%             | \$410.69          | 0%               | \$0.00            | Fully Insured | Regular POS      |
| Fayetteville                 | \$281.40        | 88%              | \$247.72          | 12%              | \$33.68           | Fully Insured | PPO              |
| Rogers                       | \$375.13        | 86%              | \$324.25          | 14%              | \$50.88           | Fully Insured | PPO              |
| Bentonville                  | \$282.61        | 86%              | \$243.03          | 14%              | \$39.58           | Fully Insured | PPO              |
| Fort Smith                   | \$402.78        | 83%              | \$335.78          | 17%              | \$67.00           | Self-Insured  | PPO              |
| Washington County            | \$349.56        | 79%              | \$275.00          | 21%              | \$74.56           | Self-Insured  | PPO              |
| University of Arkansas       | \$363.52        | 73%              | \$264.43          | 27%              | \$99.09           | Fully Insured | Point of Service |
| Springdale                   | \$416.78        | 70%              | \$291.75          | 30%              | \$125.03          | Fully Insured | PPO              |
| Siloam Springs               | \$126.24        | 68%              | \$86.24           | 32%              | \$40.00           | Self-Insured  | PPO              |
| Fayetteville Public Schools  | \$469.68        | 52%              | \$242.98          | 48%              | \$226.70          | Self-Insured  | Gold - POS       |
| <b>Average</b>               | <b>\$361.77</b> | <b>82%</b>       | <b>\$298.72</b>   | <b>18%</b>       | <b>\$63.04</b>    |               |                  |
| <b>Minimum</b>               | <b>\$126.24</b> | <b>52%</b>       | <b>\$86.24</b>    | <b>0%</b>        | <b>\$0.00</b>     |               |                  |
| <b>Maximum</b>               | <b>\$469.68</b> | <b>100%</b>      | <b>\$465.00</b>   | <b>48%</b>       | <b>\$226.70</b>   |               |                  |
| <b>Fayetteville Proposed</b> |                 |                  |                   |                  |                   |               |                  |
| Fayetteville                 | \$386.93        | 80%              | \$309.54          | 20%              | \$77.39           | Fully Insured | PPO              |
| <b>Average</b>               | <b>\$370.56</b> | <b>81%</b>       | <b>\$303.87</b>   | <b>19%</b>       | <b>\$66.69</b>    |               |                  |
| <b>Minimum</b>               | <b>\$126.24</b> | <b>52%</b>       | <b>\$86.24</b>    | <b>0%</b>        | <b>\$0.00</b>     |               |                  |
| <b>Maximum</b>               | <b>\$469.68</b> | <b>100%</b>      | <b>\$465.00</b>   | <b>48%</b>       | <b>\$226.70</b>   |               |                  |

(Sorted by Employee Contribution from least amount of contribution to most contribution)

| Employee + Family            | Employee          | Employee         | Employee          | Employee         | Insured Status    | Plan Used     | Notes      |
|------------------------------|-------------------|------------------|-------------------|------------------|-------------------|---------------|------------|
| Entity                       | Total Premium     | Contribution (%) | Contribution (\$) | Contribution (%) | Contribution (\$) |               |            |
| Bentonville                  | \$758.45          | 86%              | \$652.19          | 14%              | \$106.26          | Fully Insured | PPO        |
| Rogers                       | \$850.90          | 84%              | \$712.18          | 16%              | \$138.72          | Fully Insured | PPO        |
| Fayetteville                 | \$745.70          | 82%              | \$612.07          | 18%              | \$133.63          | Fully Insured | PPO        |
| North Little Rock            | \$927.81          | 75%              | \$695.86          | 25%              | \$231.95          | Fully Insured | POS        |
| University of Arkansas       | \$1,151.06        | 74%              | \$852.23          | 26%              | \$298.83          | Fully Insured | POS        |
| Springdale                   | \$1,147.78        | 70%              | \$803.45          | 30%              | \$344.33          | Fully Insured | PPO        |
| Fort Smith                   | \$1,103.62        | 68%              | \$753.60          | 32%              | \$350.02          | Self-Insured  | PPO        |
| Benton County                | \$755.00          | 62%              | \$465.00          | 38%              | \$290.00          | Self-Insured  |            |
| Little Rock                  | \$1,094.38        | 61%              | \$669.80          | 39%              | \$424.58          | Fully Insured | POS        |
| Siloam Springs               | \$345.54          | 42%              | \$145.54          | 58%              | \$200.00          | Self-Insured  | PPO        |
| Washington County            | \$755.16          | 36%              | \$275.00          | 64%              | \$480.16          | Self-Insured  | PPO        |
| Fayetteville Public Schools  | \$1,538.32        | 33%              | \$508.36          | 67%              | \$1,029.96        | Self-Insured  | Gold - POS |
| <b>Average</b>               | <b>\$931.14</b>   | <b>64%</b>       | <b>\$595.44</b>   | <b>36%</b>       | <b>\$335.70</b>   |               |            |
| <b>Minimum</b>               | <b>\$345.54</b>   | <b>33%</b>       | <b>\$145.54</b>   | <b>14%</b>       | <b>\$106.26</b>   |               |            |
| <b>Maximum</b>               | <b>\$1,538.32</b> | <b>86%</b>       | <b>\$852.23</b>   | <b>67%</b>       | <b>\$1,029.96</b> |               |            |
| <b>Fayetteville Proposed</b> |                   |                  |                   |                  |                   |               |            |
| Fayetteville                 | \$1,025.34        | 65%              | \$666.47          | 35%              | \$358.87          | Fully Insured | PPO        |
| <b>Average</b>               | <b>\$954.45</b>   | <b>63%</b>       | <b>\$599.97</b>   | <b>37%</b>       | <b>\$354.47</b>   |               |            |
| <b>Minimum</b>               | <b>\$345.54</b>   | <b>33%</b>       | <b>\$145.54</b>   | <b>14%</b>       | <b>\$106.26</b>   |               |            |
| <b>Maximum</b>               | <b>\$1,538.32</b> | <b>86%</b>       | <b>\$852.23</b>   | <b>67%</b>       | <b>\$1,029.96</b> |               |            |



NOARK 2012 Benefits Survey Highlights

Health Insurance Section

55 Northwest Arkansas Employers

EMPLOYEE ONLY COVERAGE

- ♦ Average Deductible: \$895 (Fayetteville's \$1,000)
- ♦ Average total employee only premium: \$405.61 (Fayetteville's \$281.40)
- ♦ Average employee share of premium: 19.4% (Fayetteville's 12%)
- ♦

FAMILY COVERAGE (DEFINED SAME AS FAYETTEVILLE)

- ♦ Average Deductible: \$1,844 (Fayetteville's \$2,000)
- ♦ Average total family premium: \$955.64 (Fayetteville's \$745.70)
- ♦ Average employee share of premium: 32.6% (Fayetteville's 18%)

Arkansas Municipal League 2012 Compensation and Benefits Survey

26 Arkansas Cities

Average employer contribution employee only health insurance 91% (Fayetteville's 88%)

Average employer contribution family health insurance: 57% (Fayetteville's 82%)

Average TOTAL monthly family premium in dollars: \$717.00 (Fayetteville's \$745.70)

Fayetteville's 2013 insurance rates were a 22% increase from the year before. However, Fayetteville's 2013 insurance rates are still lower than many private sector employers and are similar to other Arkansas City employers. This would tend to support the City's Benefits Broker's assertion that when compared to other employers Fayetteville's pre-2013 health insurance prices were unusually low - and now are "catching up" to what are more normal marketplace prices. The City's Benefits Broker is Gallagher Benefits Services. They have nationwide expertise in employee benefits matters and serve many employers in our region and beyond.

| PPO (Traditional) |                                                        |                                     |                                    |                            |                                                              |                                    |                                    |                            |  |  |
|-------------------|--------------------------------------------------------|-------------------------------------|------------------------------------|----------------------------|--------------------------------------------------------------|------------------------------------|------------------------------------|----------------------------|--|--|
|                   | 1/1/2013 - 12/31/2013<br>at Current Contribution Level |                                     |                                    |                            | 1/1/2014 - 12/31/2014<br>New rates at New Contribution Level |                                    |                                    |                            |  |  |
| Rate Tier         | 2013 Total Monthly Premiums                            | 2013 Monthly Employee Contribution* | 2013 Monthly Employer Contribution | 2013 Employee Cost Share % | 2014 Total Monthly Premiums                                  | 2014 Monthly Employee Contribution | 2014 Monthly Employer Contribution | 2014 Employee Cost Share % |  |  |
| Single            | \$281.40                                               | \$33.68                             | \$247.72                           | 11.97%                     | \$386.93                                                     | \$77.39                            | \$309.54                           | 20.00%                     |  |  |
| Family            | \$745.70                                               | \$133.64                            | \$612.06                           | 17.92%                     | \$1,025.34                                                   | \$358.87                           | \$666.47                           | 35.00%                     |  |  |

| HDHP (High Deductible) |                                                        |                                     |                                    |                            |                                                              |                                    |                                    |                            |                                                                                    |                                                                                          |
|------------------------|--------------------------------------------------------|-------------------------------------|------------------------------------|----------------------------|--------------------------------------------------------------|------------------------------------|------------------------------------|----------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
|                        | 1/1/2013 - 12/31/2013<br>at Current Contribution Level |                                     |                                    |                            | 1/1/2014 - 12/31/2014<br>New rates at New Contribution Level |                                    |                                    |                            |                                                                                    |                                                                                          |
| Rate Tier              | 2013 Total Monthly Premiums                            | 2013 Monthly Employee Contribution* | 2013 Monthly Employer Contribution | 2013 Employee Cost Share % | 2014 Total Monthly Premiums                                  | 2014 Monthly Employee Contribution | 2014 Monthly Employer Contribution | 2014 Employee Cost Share % | Employer's Monthly Health Savings Account Contribution (same for 2013 and 2014) ** | Total 2014 Employer Monthly Contribution (Premium + Health Savings Account Contribution) |
| Single                 | \$150.07                                               | \$8.28                              | \$141.79                           | 5.52%                      | \$204.11                                                     | \$10.21                            | \$193.90                           | 5.00%                      | \$70.80                                                                            | \$264.70                                                                                 |
| Family                 | \$397.67                                               | \$21.80                             | \$375.87                           | 5.48%                      | \$540.86                                                     | \$27.04                            | \$513.82                           | 5.00%                      | \$156.66                                                                           | \$670.48                                                                                 |

\* 2013 Contribution rates shown are for employees hired prior to 1/1/2013. Employees hired after that date are already paying higher percentages of 18% for individual coverage (either plan) and 24% for family coverage (either plan).

\*\* Note: Per IRS rules, to be eligible for a Health Savings Account an employee must only be covered by their High Deductible insurance coverage. The money may only be spent on qualified medical expenses not covered by insurance, such as medical or prescription payments made due to the deductible not yet being met. In addition to the employer making contributions, employees are free to also contribute to their Health Savings Account with pre-tax dollar deducted from payroll.

**Lisa Branson - Fwd: RE: Economic Development Quarterly Update**

**From:** Don Marr  
**To:** Branson, Lisa  
**Date:** 7/16/2013 12:21 PM  
**Subject:** Fwd: RE: Economic Development Quarterly Update  
**CC:** Pate, Jeremy

Lisa - Will you please put on the August 13th Agenda Session - Quarterly Contract Update of Economic Development Services provided by the Fayetteville Chamber of Commerce - Presenters Chung Tan and Steve Clark

Thanks,  
Don

Don Marr



Chief of Staff for Mayor Jordan  
113 W Mountain Street  
Fayetteville, AR 72701  
Office: 479-575-8330  
For TDD: (Telecommunications Device for the Deaf)  
Dial 479-521-1316  
Email: [dmarr@ci.fayetteville.ar.us](mailto:dmarr@ci.fayetteville.ar.us)  
Website: [www.accessfayetteville.org](http://www.accessfayetteville.org)

>>> Jeremy Pate 7/16/2013 10:55 AM >>>

Great, let's put in on the calender for the agenda session of August 13. Chung, please find a time a week or so before so that Don, you and I can sit down and review what will be presented.

thanks,  
Jeremy

>>> Chung Tan <[CTan@fayettevillear.com](mailto:CTan@fayettevillear.com)> 7/16/2013 10:08 AM >>>  
Jeremy/Don:

FYI, July 30 will not work for Steve as he will be out of town that day. Steve and I are available for August 13th.

Chung

-----Original Message-----

From: Jeremy Pate [<mailto:jpate@ci.fayetteville.ar.us>]  
Sent: Tuesday, July 16, 2013 8:49 AM  
To: [dmarr@ci.fayetteville.ar.us](mailto:dmarr@ci.fayetteville.ar.us); Chung Tan  
Subject: Economic Development Quarterly Update

Don and Chung,

We have two options for the quarterly update at agenda session to keep us on track, July 30 and August 13. July 30 is set for a fund balance discussion related to our city budget, so that date is presumably out. I propose August 13 Agenda Session and have asked the Clerk's office to pencil that date in for us.

Please let me know if that date does or does not work for you.

thanks,  
Jeremy

Jeremy C. Pate  
Development Services Director  
City of Fayetteville, Arkansas

Agenda Session 8/13/13

Mayor Lioneld Jordan  
City Attorney Kit Williams  
City Clerk Sondra Smith



Aldermen

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

**Tentative Agenda  
City of Fayetteville Arkansas  
City Council Meeting  
August 20, 2013**

A meeting of the Fayetteville City Council will be held on August 20, 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 August 6, 2013 City Council meeting minutes.
2. **Mitchell, Williams, Selig, Gates & Woodyard, PLLC Amendment No. 1:** A resolution approving Amendment No. 1 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$15,000.00 for additional legal services related to the White River Water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

3. **Bid 13-41 Jack Tyler Engineering of Arkansas:** A resolution awarding Bid #13-41 and authorizing a contract with Jack Tyler Engineering of Arkansas in the total amount of \$58,760.15 for the purchase of four (4) return activated sludge pumps for the Noland Wastewater Treatment Plant.
4. **Bid #13-44 Fiser Kubota:** A resolution awarding Bid #13-44 and authorizing a contract with Fiser Kubota in the total amount of \$165,173.75 for the purchase of four (4) irrigation reels for the City biosolids management site.
5. **Bill and Doris Kisor Settlement Agreement:** A resolution approving a settlement agreement with Bill and Doris Kisor concerning condemnation litigation filed as part of the N. Crossover Road Utilities Improvement Project in a total amount of \$13,950.00.

**B. Unfinished Business:**

1. **RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates):** An ordinance rezoning that property described in rezoning petition RZN 13-4410, for approximately 4.66 acres located at 2468 North Crossover Road from RSF-2, Residential Single-Family, 2 units per acre, to R-O, Residential Office, subject to a Bill of Assurance. *This ordinance was left on the First Reading at the August 6, 2013 City Council meeting.*

**Left on the First Reading**

**C. New Business:**

1. **John Bess Claim Settlement:** A resolution pursuant to Fayetteville Code of Ordinances subsection 39.10 (C)(4) authorizing the Mayor to pay \$11,000.00 to John Bess in settlement of a damage claim arising at 830 E. Trust Street, and approving a budget adjustment.
2. **VAC 13-4428 (4291 Black Canyon St./Hamptons Lot 18):** An ordinance approving VAC 13-4428 submitted by Engineering Services, Inc. for property located at 4291 Black Canyon Street, to vacate a portion of a pedestrian access easement, a total of 0.03 acres.
3. **MarshallGIS:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with MarshallGIS in the total amount of \$26,975.00 to purchase five (5) software seats of GeoKNX mobile implementation software for usage by the Water and Sewer Division, and approving a project contingency of \$4,000.00.
4. **2014 Employee Benefits Package:** A resolution approving a 2014 Employee Benefits package.

**D. City Council Agenda Session Presentations:**

1. Quarterly Contract Update of Economic Development Services provided by the Fayetteville Chamber of Commerce – Presenters Chung Tan and Steve Clark

Add: - Rights of the Ozarks

2. "Entertainment District/Spring Street Parking Deck Update" – David Jurgens, Utilities Director

#### **E. City Council Tour:**

1. August 12, 2013 at 5:00 pm - RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates

#### **F. Announcements:**

#### **Adjournment:**

### **NOTICE TO MEMBERS OF THE AUDIENCE**

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The Agenda Meeting 8/17/13

Mayor Lioneld Jordan  
City Attorney Kit Williams  
City Clerk Sondra Smith



**Aldermen**

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Ward 1 Position 2 – Sarah Marsh  
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- NB #13-41  
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**E. City Council Tour:**

5:00 PZN 13-440 Lymanwood Estates

**F. Announcements:**

**Adjournment:**



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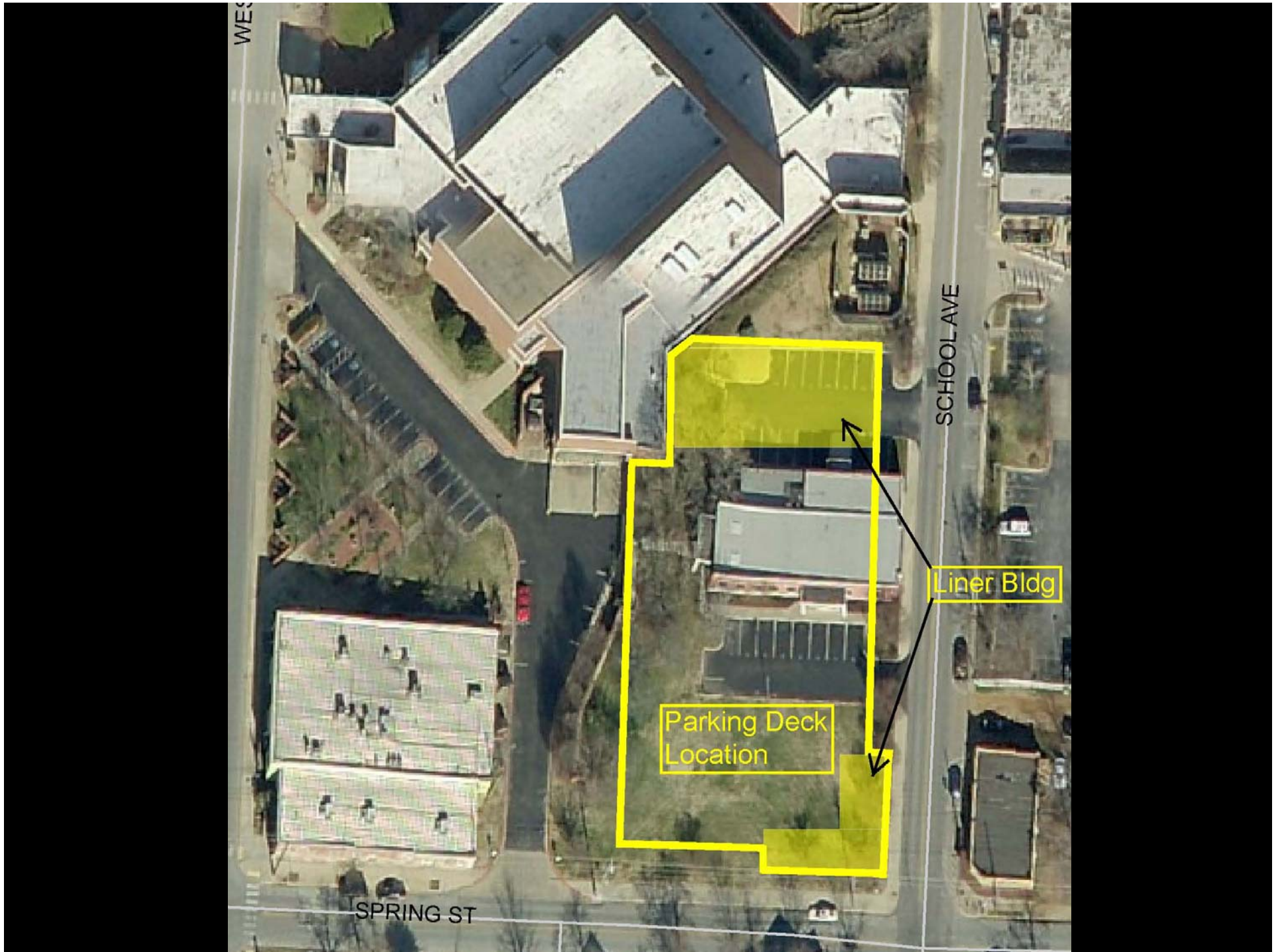
# Spring Street Municipal Parking Deck Project Update



**Fayetteville**  
ARKANSAS

David Jurgens, P. E.  
Utilities Director  
City of Fayetteville, AR  
City Council Agenda Session, August 13, 2013





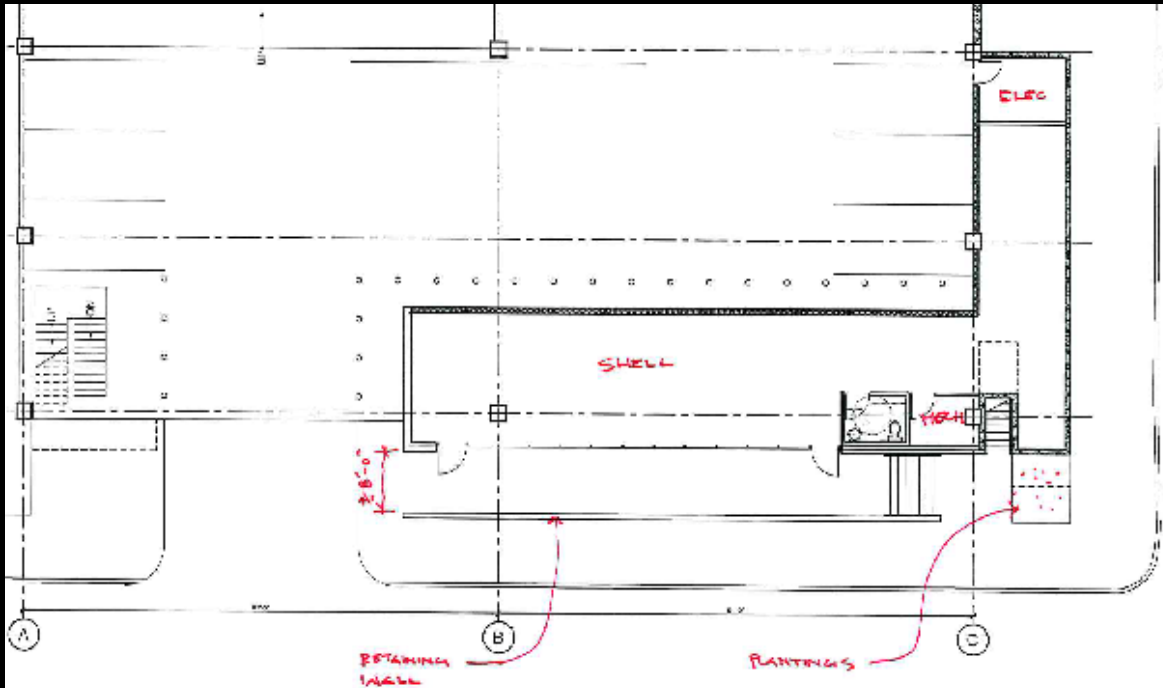
## **Project Time Line**

- **Approve Bond Ordinance** Nov 15, 2011
- **Select Architect/Engineer Team** Jan 12, 2012
  - **Garver Team Leader**
  - **AFHJ/KB Architecture**
  - **Carl Walker Parking Consultants**
- **Award Preliminary Design Contract** Feb 21
- **Coordinate with Boora Architects from WAC** Apr – Aug
- **WAC Board Meeting ref WAC Expansion** Jul 26
- **WAC Board Meeting Adopting WAC Resolution** Sep 25
- **Select Site** Dec 4
- **Issue Bonds** Dec 17
- **Award Design Contract** Dec 18
- **Surveying and Geotechnical** Jan 31, 2013
- **Public Input Session** Mar 12
- **Award Construction Manager Contract** Apr 16
- **Planning Commission** Apr 22
- **Detailed Design, Value Engineering** May 13 – Jan 2014
- **Selection Process for WAC Temporary Lodging** Sep – Nov 2013
- **WAC Admin Move to Temporary Lodging** Jan – Feb 2014
- **Solicit Construction Bids** Jan – Feb
- **Award Construction Contract Amendment** March
- **Start Construction** Spring
- **Complete Construction** Spring/Summer 2015

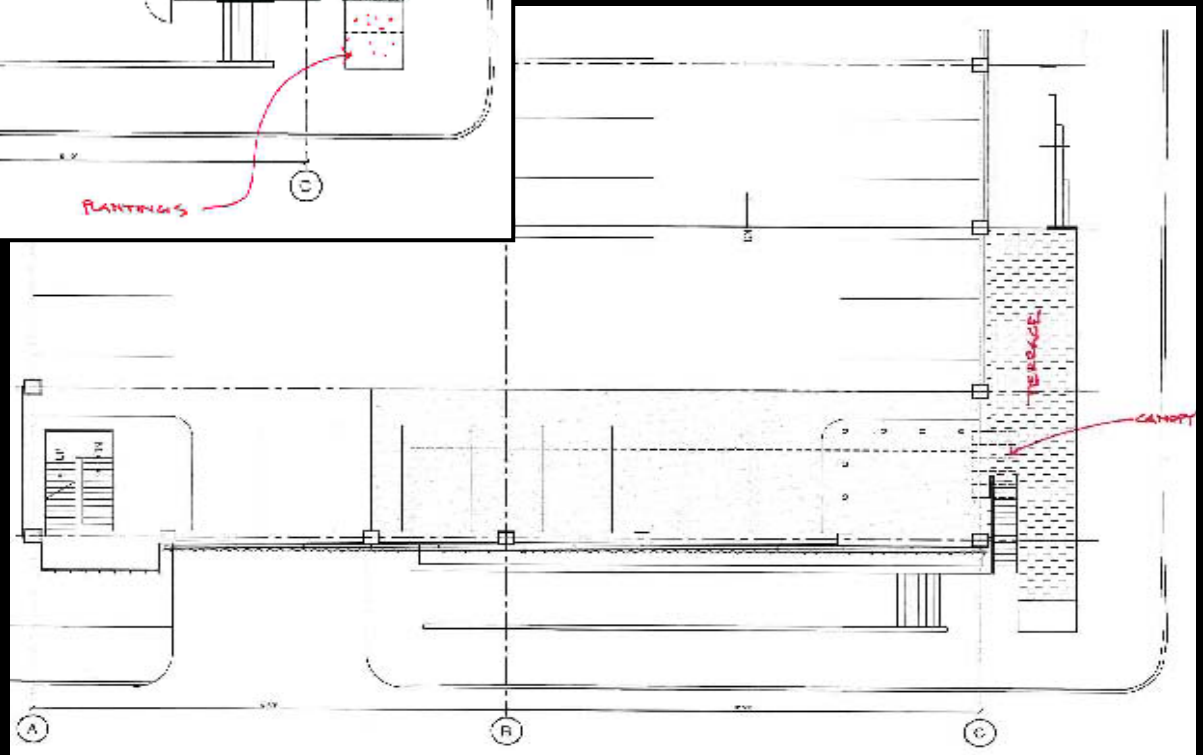


# Value Engineering Sample

## Plan View 1<sup>st</sup> Level



## Plan View 2nd Level

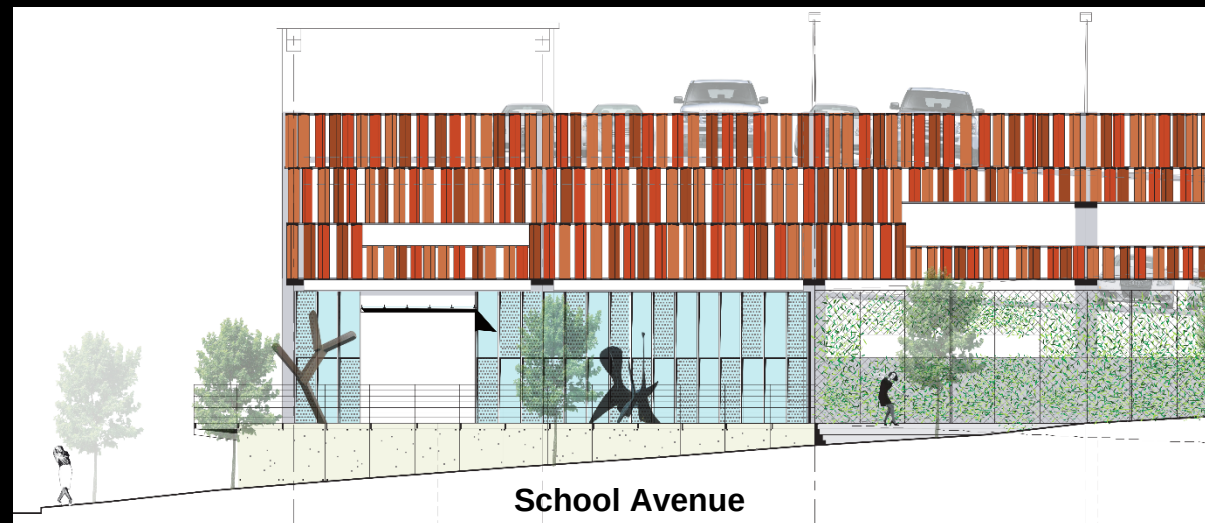


# Value Engineering Sample

## Potential Revised South Elevation



## Revised Partial East Elevation



# Value Engineering Sample

## Revised Project Details

- Addition of 3 parking spaces on 2<sup>nd</sup> Level
- Liner Building Floor Space: 1,978 sq feet (Reduction of 1,178 sq feet)
- Addition of 560 S.F. of Outdoor Public Gathering Area

## **Project Time Line**

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**Thank you for your attention**

**Questions?**

**For more information on this project please visit the  
City's project website at**

**[http://www.accessfayetteville.org/government/projects/Downtown\\_Parking\\_Deck/index.cfm](http://www.accessfayetteville.org/government/projects/Downtown_Parking_Deck/index.cfm)**

**or contact us by email: [parking@ci.fayetteville.ar.us](mailto:parking@ci.fayetteville.ar.us)**